



CITY OF GROSSE POINTE WOODS

MEMORANDUM

Date: October 28, 2022

To: Mayor and City Council

From: Susan Como, Assistant City Administrator 

Subject: Giffels Webster Agreement – Master Plan Update & Updates to the Clearzoning Ordinance

Administration is requesting the approval to proceed with the attached *Giffels Webster Agreement* to provide planning services for the Master Plan Update – Phase 1 (\$14,500) and Updates to the Clearzoning Ordinance (\$1,000).

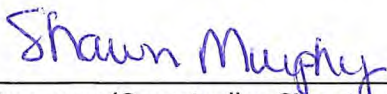
The city attorney, Deb Walling, has reviewed the agreement.

I recommend approval of the city entering into the attached *Giffels Webster Agreement* to provide planning services for the Master Plan Update – Phase 1 (\$14,500) and Updates to the Clearzoning Ordinance (\$1,000). This is a budgeted item in the 2022/23 FY budget in account #101-180-818.000 in an amount not to exceed \$15,500.

Attachment

Fund Certification:

I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.



Treasurer/Comptroller Signature

Agreement for Professional Services

This Agreement is effective as of this ____ Day of _____ 2022, between Giffels Webster located at 28 W. Adams Street, Suite 1200, Detroit, MI 48226 and the following person or entity ("Client"):

Client name and address: City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Client contacts and phone no: Frank Schulte
Phone: 313-343-2426
Email: fschulte@gpwmi.us

Project Name: Planning Services

Project No.: _____

The Client and Giffels Webster enter into this Agreement for certain professional consulting and related services to be provided by Giffels Webster in relation to the above Project ("Project"). The parties agree as follows:

I. PROJECT DESCRIPTION

Community Planning Services as described in this agreement, including Exhibit A.

II. BASE SCOPE OF SERVICES

Giffels Webster will provide consulting services for the Project, as summarized in Exhibit A | Scope of Services. Only those services summarized Exhibit A | Scope of Services are included in this Agreement. Giffels Webster and the Client agree that services not identified in Exhibit A | Scope of Services are not the responsibility of Giffels Webster unless provided for under a separate Agreement or using an addendum to this Agreement.

III. COMPENSATION

The fees associated with hourly work are found in Exhibit B, Schedule of Fees and Billing Rates. The fees associated with development review assistance, if requested, are also found in Exhibit B, Development Review Fee Rate Schedule. Fees associated with flat fee projects are found in Exhibit C, Special Project Schedule of Fees. The fees in Exhibits B may be updated annually by Giffels Webster beginning January 1, 2024 to reflect increase costs of conducting professional services and, if updated, will be submitted to the City for approval.

IV. REIMBURSABLE EXPENSES

Giffels Webster's fees, as outlined in Section III, do not include certain reimbursable expenses, which include shipping, handling, postage and delivery fees or out of town travel beyond the travel identified in Exhibit B. This fee also does not include outside reproduction of drawings, reports or other deliverables not being used internally by Giffels Webster for the completion of our effort. Subconsultant costs, if not expressly included in the scope of work outlined above, are also considered reimbursable expenses. The Client agrees to reimburse Giffels Webster for said fees at cost plus 15%.

Based on the Scope of Services in Exhibit A, the Giffels Webster does not currently expect any reimbursable expenses for this scope. If the Client requests hard copies of the final report beyond one master copy, those additional copies will be a reimbursable expense.

V. INVOICING

As noted above, invoicing will be monthly. Monthly bills will be issued in accordance with III. above. See Exhibit C for anticipated schedule of billing. Each invoice will be considered due within 30 days of the invoice date, and past due thereafter. Client agrees that all invoices will be reviewed with any requests for amendments or clarifications forwarded in writing to Giffels Webster within 30 days of the date of the invoice. It is further agreed that all invoices 30 days past due cannot be contested. Payment not

received within 60 days of the date of the invoice is subject to a 5% penalty fee. Giffels Webster reserves the right to suspend and terminate work under this Agreement upon failure of the Client to pay invoices as due.

VI. STANDARD OF CARE

All services performed by Giffels Webster will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same locality. No warranty, express or implied, is made or intended by this proposal to provide consulting services.

VII. LIABILITY

Giffels Webster and its agents, staff and contracted consultants are protected by worker's compensation insurance. Giffels Webster has such coverage under public liability, professional liability and property damage insurance policies which it deems to be adequate. Giffels Webster shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. As part of these services, the client shall be named as an additional insured. An updated certificate of insurance will be provided upon the execution of this agreement.

To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Giffels Webster and Giffels Webster's officers, directors, partners, employers, agents, and contracted consultants to the Client and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Projects or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Giffels Webster or Giffels Webster's officers, directors, partners, employees, agents, or contracted consultants shall not exceed the loss, damage or liability beyond the amounts, limits and conditions of Giffels Webster's insurance.

The means, methods and selection of technologies used in the collection of field data is at the sole discretion of Giffels Webster. The Client understands that some technologies automatically collect data that may not be required by Giffels Webster to complete the services included in this Agreement. The Client further understands that Giffels Webster does not review data that is not directly related to the scope of services including in this Agreement, and Client agrees that Giffels Webster has no responsibility to do so and that Giffels Webster has no responsibility to advise Client of any deficiencies that might be found if that data were reviewed.

VIII. INSTRUMENTS OF SERVICE

The Client acknowledges that Giffels Webster's drawings, plans, specifications, and other similar documents, whether in written, graphic, or electronic form, are instruments of professional service (the "Instruments") and not products. Giffels Webster and its contracted consultants shall be deemed the authors and owners of their respective Instruments and shall retain all common law, statutory and other reserved rights, including copyrights and trademarks. The term Clearzoning™ is trademarked and the Clearzoning format is copyrighted. Upon full payment of Giffels Webster's compensation for this Project, ownership of the following shall be transferred to the Client: Updated Sign Ordinance in Clearzoning format (pdf product), Master Plan update (pdf product), and text associated with Zoning Ordinance amendments. Giffels Webster reserves the right to copyright sketches, editing, layout, concepts, and similar items or ideas that it creates as intellectual property and may also share examples of the Instruments on social media, its website, at conferences, in professional and promotional publications. Giffels Webster shall not be deprived of the right to retain reproducible copies of the Instruments and the right to reuse information contained in them in the normal course of Giffels Webster's practice.

IX. ASSIGNMENT

Neither the Client nor Giffels Webster may delegate or assign its duties or rights under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.

X. DELAYS

If Giffels Webster is delayed at any time in the progress of the services by any reason beyond its control, including any act or omission of the Client, by any act or omission of a contractor or by adverse weather or other conditions not reasonably anticipated, the time for completion of the services shall be extended by a time equal to the time of such delay and an equitable adjustment in Giffels Webster's fee shall be made as may be reasonable under the circumstances.

XI. CHANGES TO THE AGREEMENT

The Client and Giffels Webster agree that the discovery of unanticipated or changed conditions may require a renegotiation of the Scope of Work, or termination of the Agreement. Furthermore, changes in the scope of the project or to any of the assumptions used in the preparation of the Agreement may also require a renegotiation of the Scope of Work. In the event that the Agreement is changed, Giffels Webster shall be entitled to an appropriate adjustment in schedule and compensation. If renegotiated terms cannot be agreed to, Client agrees that Giffels Webster has the right to terminate this Agreement subject to the provisions of this Agreement.

XII. TERMINATION

This Agreement may be terminated by either the Client or Giffels Webster, individually or jointly, upon thirty (30) days written notice to the Client and/or Giffels Webster. Compensation during the notice period will be paid by the Client to Giffels Webster if services are faithfully rendered to the Client during that time.

XIII. ACCEPTANCE AND AUTHORIZATION TO PROCEED

The Client certifies that the person executing this Agreement is authorized to sign on behalf of the Client's organization. The Client understands that this Agreement includes Exhibit B | Scope of Services and all issued change orders and amendments. The Client also certifies that, if it is a business entity, it is registered with the State of Michigan and is authorized to conduct business in Michigan. If Client agrees with the terms of this Agreement, Client should sign both copies of the Agreement and return one copy to Giffels Webster. Giffels Webster's receipt of the signed Agreement from the Client will constitute a written notice to proceed unless otherwise indicated in writing by the Client.

GIFFELS WEBSTER CITY OF GROSSE POINTE WOODS



BY: _____
Jill Bahm, AICP
Partner

BY: _____
Name:
Title:

Exhibit A
SCOPE OF SERVICES

Master Plan Update

Two phases proposed, the first one taking place this fiscal year (2022-2023). The second phase scope will be developed after the first phase is complete. The scope of services below is for Phase 1.

- 1) Initiate Master Plan Process with Notice of Intent to Plan. Consult will provide draft language to City staff.
- 2) Provide Master Plan schedule information and drafts reviewed by the Planning Commission to the City webmaster for posting updates on the City's website.
- 3) Prepare a brief overview of the Regional Setting and City History.
- 4) Prepare a new Existing Conditions chapter with updated population, housing, and local economy overview, existing land use analysis, community facilities / services and transportation overview, and natural features assessment, including discussion of flood hazard areas, tree canopy, wetlands / woodlands, resiliency, and more. This includes selected charts, graphs and GIS-based mapping from available sources, as determined by Giffels Webster.
- 5) Conduct a joint meeting with Planning Commission and City Council to assess strengths, weaknesses, opportunities, and threats that are present or anticipated in the future.
- 6) Review Goals and Objectives from previous Master Plan with Planning Commission. Identify area where possible changes, additions and deletions are appropriate.
- 7) Prepare a report of Issues to Consider in the Plan chapters that are to follow in the second phase.
- 8) Conduct a public open house to share all information gathered and gather public input.
- 9) Update Goals and Objectives.
- 10) Issue report in pdf format that is hyperlinked and presents the information and findings through Phase 1 of the Master Plan update.

Estimated Timeline: Items 1) – 4): December 2022 - April 2023. Includes one meeting with Planning Commission
 Items 5) - 6): May – June 2023. Includes one joint meeting and one meeting with Planning Commission
 Items 7) – 10): June - August 2023. Includes one open house and one Planning Commission meeting.
 Any additional meetings will be charged based on the rates in Exhibit B.

Additional Planning and Professional Services

Giffels Webster may conduct additional professional services it offers if requested by City based on the approved hourly rates in Exhibit B.

**EXHIBIT B
 SCHEDULE OF FEES AND BILLING RATES**

All work outside the scope of flat fee projects will be billed according to the following minimum rate schedule unless specific agreement is made in writing with an officer of Giffels Webster for another basis of charges. Hourly projects are billed monthly for the work performed in the previous billing cycle. Flat fee projects will be billed in accordance with the specific scope of services (typically a monthly installment).

Construction Inspector	\$80	Intern	\$55
Senior Construction Inspector	\$90	Clerical Administrative	\$40
Construction Administrator	\$80	Project Assistant	\$75
Instrument Crew	\$130	Staff Technician	\$75
Survey Crew	\$165	Project Technician	\$85
Staff Surveyor	\$90	Senior Technician	\$95
Project Surveyor	\$105	Lead Technician	\$105
Senior Surveyor	\$115	Staff Landscape Architect	\$90
Lead Surveyor	\$120	Project Landscape Architect	\$105
Survey Manager	\$120	Senior Landscape Architect	\$115
GIS Analyst	\$85	Lead Landscape Architect	\$120
GIS Specialist	\$95	Landscape Architecture Manager	\$120
Senior GIS Specialist	\$105	Staff Engineer	\$90
GIS Manager	\$120	Project Engineer	\$105
<u>Staff Planner</u>	\$90	Senior Engineer	\$115
<u>Associate Planner</u>	\$105	Lead Engineer	\$120
<u>Senior Planner</u>	\$115	Traffic Engineer	\$115
<u>Principal Planner</u>	\$120	Senior Traffic Engineer	\$140
Project Manager	\$125	Senior Project Manager	\$165
<u>Partner</u>	\$165		

Planning Staff Fees are Underlined

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility Giffels Webster.
2. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
3. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed at cost plus 15% and are not included in the above hourly charge rates.

Exhibit C
SPECIAL PROJECT SCHEDULE OF FEES

Master Plan Update Flat Fee Project

Phase 1 Cost: \$14,500.00

To be billed in 8 equal monthly installments of \$1,812.50

Phase 2 Cost: To be determined following Phase 1 and submitted to City for approval.

Updates to Clearzoning Ordinance

Miscellaneous amendments and updates: Up to \$1,000

Billed at \$25/page for page changes and \$1/page for link updates

To be billed monthly when activity occurs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Executive Strategies 5250 Corporate Drive Suite 200 Troy MI 48098	CONTACT NAME: Jenna Benvenuti PHONE (A/C, No, Ext): (586) 446-3636 FAX (A/C, No): E-MAIL ADDRESS: jenna.benvenuti@bbrown.com
	INSURER(S) AFFORDING COVERAGE
INSURED Giffels Webster Engineers Inc 28 W Adams Ste 1200 Detroit MI 48226	INSURER A: American Casualty Company of Reading, Pennsylvania <i>A</i> ✓ 20427
	INSURER B: The Continental Insurance Company <i>A</i> ✓ 35289
	INSURER C: Continental Casualty Company <i>A</i> ✓ 20443
	INSURER D: StarStone National Insurance Company <i>A</i> ✓ 25496
	INSURER E: Federal Insurance Company <i>A++</i> ✓ 20281

COVERAGES **CERTIFICATE NUMBER:** CL21122382730 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		5095143577	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5095143627	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5095143661	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 ✓ AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5099650571	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH591912438	12/31/2021	12/31/2022	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


City Of Grosse Pointe Woods is included as an additionally insured with respect to operations performed by the named insured per written contract.

CERTIFICATE HOLDER

City of Grosse Pointe Woods
 20025 Mack Plaza
 Grosse Pointe Woods MI 48236

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 James Fisher

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Executive Strategies		NAMED INSURED Giffels Webster Engineers Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO A CORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

- D. Excess Liability, 72939|218ALI, 12/31/2021-12/31/2022 Agg \$5,000,000.
- E. Crime - 1st & 3rd Party, 8262-6601, 12/31/2021 to 12/31/2022, \$1,000,000