

Agreement for Professional Services

This Agreement (the “Agreement”), is effective as of December 3, 2024, between Giffels Webster, located at 1025 E. Maple Road, Suite 100, Birmingham, MI 48009 and the following person or entity (“City”):

Name & Address: City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

Contact: Michael Greene, City Administrator O: (248) 557-2600 x 225
E: mgreene@lathrupvillage.org

Project Name & Number: 2026 Southfield Road Water Main 16496.54

Project Location: Southfield Road (Lincoln Drive to EB Eleven Mile Road)

The City and Giffels Webster enter into this Agreement for certain professional consulting and related services to be provided by Giffels Webster with respect to the above Project (“Project”). The parties agree as follows:

I. PROJECT DESCRIPTION

Professional surveying and engineering services related to the preparation of grant applications, bid documents, construction plans, associated permit applications, and construction administration and inspection services for the installation of a new 12-inch water main along the east side of Southfield Road from Lincoln Drive to eastbound Eleven Mile Road.

II. SCOPE OF SERVICES

Giffels Webster will provide consulting services for the Project, as summarized below (“Scope of Services”). Only those services summarized are included in this Agreement. Giffels Webster and the City agree that services not identified in Scope of Services are not the responsibility of Giffels Webster unless provided for under a separate written agreement or approved additional services request.

GRANT ADMINISTRATION

Grant administration services include providing technical assistance to the city to complete an application, supporting applications to other departments or agencies, and associated documentation needed to solicit funding from the United States Environmental Protection Agency (EPA) and assist the city with reporting requirements and documentation required throughout the bidding and construction phases of the project. Services requiring the engagement of an outside subconsultant are noted.

EPA Application | Assist in the preparation of all required forms and supporting documentation to be used in the solicitation of funding from the EPA.

NEPA Application | Perform the requisite research and submit application to the EPA to verify that no environmental impacts covered by the National Environmental Policy Act of 1969 will be encountered during construction.

Section 106 Review | Engagement of a subconsultant to complete all requirements necessary to submit application to the governing agencies having jurisdiction over the potential concerns related to historical preservation of the project area.

EPA Contract Administration | Assist in the completion of documentation required by the EPA pertaining to reporting on the financial and project status during each phase of the project.

PRELIMINARY DESIGN

Preliminary design services include investigations, studies and other analysis required either as a foundation for design services or to supplement design documents related to project approvals. Services requiring the engagement of an outside subconsultant are noted.

Topographic Survey | Preparation of a topographic survey using conventional ground surveying techniques, subject to the details outlined below. The limits of our survey are identified in the project description.

- a. Topographic survey information to be obtained under this Agreement will include information relating to the following:
 - i. Existing utilities (from existing, available facility drawings) and elevation data where physically accessible to obtain with standard survey equipment.
 - ii. Surface elevations taken where needed to supplement the previously provided topographic survey data and planimetric maps of the city.
- b. An electronic version of the topographic survey drawing in PDF format will be provided to the City.

Geotechnical Services | Engagement of a subconsultant to conduct subsurface exploration services, subject to the details outlined below.

- a. Field locate soil boring locations by use of GPS and from existing site features.
- b. Contact the local on-call center to identify potential underground utility conflicts within the area of proposed soil boring locations.
- c. As directed, perform six (6) soil borings in the proposed underground utility construction area to a minimum depth of fifteen (15) feet below existing grade.
- d. Perform laboratory testing of the soil samples per industry standard ASTM standards.
- e. Prepare brief geotechnical report summarizing the findings and presenting evaluations, conclusions and recommendations.

DESIGN

Design services include the preparation of detailed construction documents, including the preparation of maintenance of traffic plans required for permitting. Attendance at OE (Owner-Engineer) meetings is provided for the applicable tasks as indicated below. Final construction drawings and specifications and all other related bidding documents will be

due based on the timelines established by grants obtained by the City. Notwithstanding the preceding statement, Giffels Webster is not responsible for Project delays caused by others, including changes in project scope, or general delays by governmental permitting agencies or the City.

Construction Documents | Prepare detailed construction level documents, subject to the details and related tasks outlined below.

Civil Engineering

- a. Prepare detailed civil engineering plans and technical specifications for applicable erosion control, traffic control, limits of excavation, pavement removals, water main improvements, pavement repairs, and associated lawn restoration and other miscellaneous items.
- b. Present and review the construction documents in person with the City and incorporate at least one (1) round of City review.
- c. Prepare construction documents for bidding, plan review, permits and construction to include plans and specifications.

APPROVALS

Approval services do not include the payment of application, review or permit fees.

Permitting | Assistance related to the submittal of design documents prepared by Giffels Webster and subsequent approvals related to required project permits, subject to the details and related tasks outlined below.

- a. Assist the City in the preparation of permit applications.
- b. Submit plans prepared by Giffels Webster to outside approval agencies per community, county and state requirements for approval, as noted below:
 - South Oakland County Water Authority approval prior to application to the State of Michigan Department of Environment, Great Lakes & Energy (EGLE).
 - EGLE for the purpose of obtaining approval of the plans for connections to the Lathrup Village's water distribution system for an Act 399 permit.
 - Road Commission for Oakland County for the purpose of obtaining approval of the plans for work within the Southfield Road right-of-way.
 - Oakland County Water Resources Commissioner for the purpose of obtaining approval of the plans for soil erosion and sedimentation control measures required on the project, if required.
- c. Assist the City in tracking the permitting and approval process by making follow-up calls and contacts with the approval agencies. If requested, monthly updates will be provided to the City.

PRE-CONSTRUCTION

Pre-construction services include the preparation of bid documents required for use by the City to solicit bids from qualified construction contractors, with the assistance of Giffels Webster, to perform the work identified in the construction documents and specifications. A legal review of contracts documents is not included in Giffels Webster's scope of work

and will be coordinated by the City through City's attorney, if required. Giffels Webster will provide a cursory review of legal documents prepared by others on behalf of the City to review consistency with documents prepared by Giffels Webster.

Bidding | Services related to the obtaining of bids from qualified contractors.

- a. Preparation of bid documents that would include Lathrup Village standard documents or Giffels Webster typical contract agreement forms, general conditions, supplemental general conditions, invitation/advertisement to bid, instructions to bidders, bonding requirements, and a copy of detailed engineering plans, technical specifications, project specific special provisions, and other standard forms.
- b. Inclusion of all bid documents mandated by the EPA including supplemental specifications, prevailing wage requirements, etc. that are required for federally funded projects.
- c. Modification of the bid package to incorporate at least one (1) round of City review comments and provide an electronic copy of the bid documents to the City.
- d. Posting of bid documents to BidNet on behalf of the City.
- e. Answer questions and issue addenda during the bid period as requested by the City.
- f. Attendance at the public bid opening, tabulate bids, analyze results and make recommendations to the City with respect to awarding the contract.
- g. Provide three copies of the contract documents for the contractor's City's execution. An original signed copy and an electronic version of the contract documents will be provided to the city upon execution.

CONSTRUCTION

Services during construction and project close-out to support the City and project team. Giffels Webster will be providing construction oversight of the work representing the City. Giffels Webster will act as the City's representative to observe and quantify the progress of the executed work and to determine if the work is proceeding in accordance with the plans, specifications and contract documents between the City and the contractor for the purpose of recommending payment by the City to the contractor. Giffels Webster shall submit to the City an estimate of the cost of the Project. Giffels Webster will review, revise, and update such estimates as necessary. Giffels Webster shall advise the City if it appears that the cost of the Project may exceed the City's fixed budget for the cost of the Project and shall make recommendations for corrective action. Differing field conditions requiring plan revisions or revisions requested to reduce construction costs are not included and will be contracted separately as needed.

When Giffels Webster considers the Project substantially complete, Giffels Webster shall prepare for the City a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. Giffels Webster shall:

- Conduct inspections to determine the date or dates of Substantial Completion and the date of final completion.
- Issue Certificates of Substantial Completion and, upon Substantial Completion, prepare a list of incomplete or unsatisfactory items and schedule their completion; Giffels Webster shall then coordinate the correction and

completion of the work. Following issuance of a Certificate of Substantial Completion of the work or a designated portion thereof, Giffels Webster shall evaluate the completion of the work of the Contractor/Subcontractor(s), make a determination when the work is ready for final inspection, and conduct final inspections.

- Assist City in obtaining written warranties and related documents from the selected Contractor as required by the Contract Documents.
- Issue a final Certificate for Payment based upon a final inspection indicating that, to the best of Giffels Webster's knowledge, information, and belief, the work complies with the requirements of the Contract Documents.

Giffels Webster's inspections shall be conducted with the City to (1) check conformance of the work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list of Work to be completed or corrected. When Substantial Completion has been achieved, as determined by Giffels Webster, Giffels Webster shall then inform the City about the balance of the contract sum remaining to be paid. Upon request of the City, and prior to the expiration of two year from the date of Substantial Completion, Giffels Webster shall, without additional compensation, conduct a meeting with the City to review the facility operations and performance for the purpose of identifying potential warranty issues and to verify adequacy of the operations and performance.

Construction Administration | Technical assistance related to the general administration of the construction contract, subject to the details and related tasks outlined below.

- a. Review shop drawings and material submittals provided by the contractor relating to the plans prepared by Giffels Webster and sub-consultants.
- b. Assist and advise the City at all OEC (Owner-Engineer-Contractor) meetings including pre-construction and progress meetings.
- c. Technical support in processing progress payments to contractors based on Giffels Webster's opinion of the degree of completion of the work and recommending issuance of such payments to the contractor by the City. Giffels Webster shall not be the guarantor or surety with respect to the Contractor's obligation to perform the work in accordance with the plans, specifications, and contract documents.
- d. Review all Davis-Bacon wage compliance documentation that is required to be submitted by contractors as a provision of their contract with the City.
- e. Technical assistance with agency acceptance, reports and supporting documents.

Construction Inspection | Technical assistance related to the daily oversight of the construction contractor's activities to verify conformance with construction documents and specifications, subject to the details outlined below.

- a. Act as the on-site representative during the construction process coordinating daily with the project lead and supporting subconsultants.
- b. Monitor and record the daily activities of all construction operations involved in the project.
- c. Perform wage rate interviews of the contractor's employees working on the project.
- d. Coordinate the requisite material testing with the subconsultant.

Construction Layout | Provide surveying layout services for the improvements reflected in the construction documents prepared by Giffels Webster. One set of line and grade stakes will be set for each improvement based on being staked one construction operation at a time and in an organized construction sequence. If any staking is destroyed by an act of God or parties other than the surveyor, the cost of re-staking shall be paid by the City as additional services.

Material Testing | Engagement of a sub-consultant to conduct material testing services, subject to the details outlined below. The scheduling of requested services is to be directed by Giffels Webster. All test methods are in accord with ASTM or other indicated procedures. Standard Project Engineer review of reports will be provided.

- a. Subgrade - Pavement/Slabs
 1. In-place density (compaction) testing using nuclear method.
- b. Engineered Backfill and Aggregate Base
 1. In-place density (compaction) testing using nuclear method.
 2. Material sampling and gradation testing of borrow materials.
 3. Maximum density determinations (Proctor).
- c. Hot Mix Asphalt
 1. In-place density (compaction) testing using nuclear method.
 2. Material sampling and testing, as requested.
 3. Maximum density determinations (Proctor).
- d. Concrete - Field
 1. Sampling and testing of concrete.
 2. Sampling and testing for slump, entrained air, concrete temperature, and air temperature.
 3. Sampling and molding compressive strength test cylinders.
- f. Concrete - Laboratory
 1. Compressive strength testing of field-molded test cylinders.

Record Drawings | Preparation of record drawings reflecting the as-built condition of improvements constructed by the selected contractor, subject to the details and related tasks outlined below.

- a. Obtain structure locations from field survey data for the water main improvements designed by Giffels Webster and add this information to the construction plans.

EXCLUSIONS

In addition to the clarifications identified above, the following services are specifically excluded for our scope of work unless a separate written agreement is made between Giffels Webster and the City.

- A. Environmental site assessments.
- B. Completion of detailed tree tagging and/or assessment.
- C. Preparation of detailed due diligence reports, including videotaping of sewers and/or site conditions.
- D. Preparation of traffic impact assessments or impact studies.
- E. Design of traffic signals and pedestrian signals.

III. COMPENSATION

The fees associated with each task identified in our Scope of Services are summarized below. The City shall pay all costs of review, inspection (by others), permit and bond fees, as well as any other fees not specifically covered by the terms of this Agreement.

Task	Basis	Fee
GRANT ADMINISTRATION		
EPA Application	Time & Expense	\$ 6,200.00
NEPA Application	Time & Expense	\$ 3,000.00
Section 106 Review	Time & Expense	\$ 2,000.00
EPA Contract Administration	Time & Expense	\$ 9,200.00
PRELIMINARY DESIGN		
Topographic Survey	Time & Expense	\$ 1,500.00
Geotechnical Services	Lump Sum	\$ 10,350.00
DESIGN		
Construction Documents	Lump Sum	\$ 45,150.00
APPROVALS		
Permitting	Time & Expense	\$ 2,240.00
PRE-CONSTRUCTION		
Bidding	Lump Sum	\$ 7,400.00
CONSTRUCTION		
Construction Administration *	Time & Expense	\$ 22,640.00
Construction Inspection *	Time & Expense	\$ 45,960.00
Construction Layout	Time & Expense	\$ 5,825.00
Material Testing	Time & Expense	\$ 10,350.00
Record Drawings	Lump Sum	\$ 4,800.00
TOTAL:		\$ 176,615.00

* Fees associated with Construction Administration and Construction Inspection services are based on an eight (8) week construction schedule.

IV. TERMS AND CONDITIONS

a. REIMBURSABLE EXPENSES

Giffels Webster's fees outlined above do not include reimbursable expenses, which include shipping, handling, postage and delivery fees, out of town travel, outside reproduction (drawings, reports or other deliverables not being used internally by Giffels Webster for the completion of our effort) and subconsultant costs (if not expressly included in the Scope of Services). The City agrees to reimburse Giffels Webster for reimbursable expenses at cost plus 5%.

b. INVOICING

Time and expense portions of this Agreement will be invoiced in accordance with Exhibit A | Bill Rate Schedule. Lump sum portions will be invoiced on a percentage completion-to-date basis. Progress invoices for all work will be submitted to the City monthly and a final bill will be submitted upon completion of the services.

Giffels Webster reserves the right to add a 10% late fee if payment is not received within 30 days of the date of the invoice and may suspend and terminate work under this Agreement upon failure of the City to pay invoices as due. The City agrees to review invoices upon receipt and forward all requests for amendments or clarifications in writing to Giffels Webster within 30 days of the date of the invoice. Payment will be made within 15 days of the City's receipt of clarifications or revisions agreed to as a result of such requests.

c. 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. Actual conditions may vary from those reasonably expected and Giffels Webster's data, interpretations and recommendations are based solely on the information readily available.

d. RESPONSIBILITY FOR RESILIENT DESIGN

Giffels Webster will design in compliance with existing codes and regulations in place and applicable to the design services at the time the design is prepared. The City acknowledges that climate change may result in disruptive events that exceed the requirements of the existing codes and regulations and that Giffels Webster cannot anticipate these events. The City agrees that Giffels Webster is not liable for changes in the environment or site that exceed existing and applicable codes if they are not identified in writing as required design or study parameters at the time the services are provided.

e. INSURANCE

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.

f. LIABILITY

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 City and anyone claiming by, through or under the City for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project 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 expressed or implied, shall not exceed the total compensation received by Giffels Webster under this Agreement.

Giffels Webster is not responsible for any unauthorized deviation from the plans, specification or contract documents. Giffels Webster shall not be liable to the City for any indirect damages, whether such liability arises in contract or warranty, tort, including negligence, strict or statutory liability, or any other cause of action. Giffels Webster shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work.

The City and Giffels Webster waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, or disruptive climate events even if the affected party has knowledge of the possibility of such damages.

g. DATA COLLECTION

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

h. PUBLIC AGENCY APPROVALS

Giffels Webster shall not be liable for damages resulting from the actions or inactions of public agencies including, but not limited to, permit processing, environmental impact reports, zoning matters, use or conditional use permits and building permits. Giffels Webster shall only act as an advisor to the City in the governmental and public relations aspects of the Project. The City understands that if construction documents are bid and/or awarded prior to the completion of public agency reviews, there may be increases in construction costs and change orders for which Giffels Webster has no responsibility.

i. INSTRUMENTS OF SERVICE

The City 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. Upon full payment of Giffels

Webster's compensation for this Project, a license to use the Instruments for their intended purpose related to this Project shall be transferred to the City.

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. The City recognizes that the Instruments shall not be reused for additions, modifications, or renovations on this Project or for any new project without the written approval of Giffels Webster. The City agrees to waive any claim against Giffels Webster and to defend, indemnify, and hold the Giffels Webster harmless from any claim or liability for injury or loss allegedly arising from any reuse of the Instruments by the City or any agent of the City without Giffels Webster's approval. The City further agrees to compensate Giffels Webster for any time spent or expenses incurred in defense of any such claim, in accordance with Giffels Webster's prevailing fee schedule and expense reimbursement policy at the time of such claim and to pay Giffels Webster's reasonable attorney fees incurred in the defense of such claim.

j. ELECTRONIC DATA

CADD files and other electronic data shared by Giffels Webster ("Data") are components of the Instruments and are only for the City's benefit related to this Project and for a specific use. The City agrees that the delivery of Data does not in any way provide or imply an express warranty or guarantee to anyone that all dimensions and details are exact or to indicate that the use the Data implies the review and approval by Giffels Webster for any future use.

There is no representation of the suitability of the Data for other purposes, or of the durability of the Data or the medium on which the Data is furnished. Any use for a purpose other than that for which the Data is intended shall be at the receiver's risk, and the receiver shall protect and indemnify Giffels Webster from any claims, costs, losses, or damages (including Giffels Webster's reasonable attorney fees). Transfer of the Data does not transfer any license to use the underlying software or extinguish the rights of Giffels Webster to reuse the Data in the general course of a professional practice.

The City hereby agrees that it will only rely upon Instruments that are printed copies containing the signatures and seals of the design professionals responsible for the work. The City understands that Data provided by Giffels Webster may vary slightly from the information which is contained in the approved signed and sealed Instruments. In such cases, City understands that the information in the signed and sealed printed copies supersedes Data shared by Giffels Webster.

k. COST ESTIMATES

Giffels Webster has no control over (a) the cost of labor, material or equipment; (b) the means, methods and procedures of the Contractor's work; or (c) the results of competitive bidding. Giffels Webster's estimates of probable cost are based on Giffels Webster's experience and qualifications and represent its judgment as a design professional and are not guarantees that construction costs will not vary from cost

estimates. If the City wishes greater assurance as to probable construction cost, the City should employ an independent cost estimator at the City's cost. The earthwork cut and fill quantities determined by Giffels Webster are to be considered estimates only. The City acknowledges that calculating cuts and fills is not an exact science due to variations in topsoil thickness, shrinkage, compaction methods, material inconsistencies and other natural conditions.

I. METHODS AND PROCEDURES

Giffels Webster shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the City, or the safety precautions and safety programs incidental to the work of the City. Giffels Webster shall not be responsible for the job safety or site safety of the Project and shall not be responsible for compliance with safety programs and related OSHA or MIOSHA regulations required to be followed by the contractor or its employees, subcontractors and agents. Jobsite safety shall be the sole responsibility of the City and their contractor. Similarly, Giffels Webster shall not be liable for the actions or inactions of the City's contractor(s).

The City and Giffels Webster mutually acknowledge that the services provided under this Agreement are provided solely for the Owner's benefit. The parties further acknowledge that nothing in this Agreement is deemed to give any third party a claim or right of action against either party which is not otherwise specified in the agreement.

m. CERTIFICATIONS

If the City requests Giffels Webster to execute certificates, the proposed language of such certificates shall be submitted to Giffels Webster for review at least 14 days prior to the requested dates of execution. Giffels Webster shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement or require Giffels Webster to certify, guarantee or warrant the existence of conditions whose existence Giffels Webster cannot ascertain. The City agrees not to make the resolution of any dispute with Giffels Webster or the payment of any amount due to Giffels Webster in any way contingent upon Giffels Webster signing any such documents.

n. HAZARDOUS SUBSTANCES

Giffels Webster and the City agree that the discovery of unanticipated hazardous substances constitutes a changed condition, which requires the renegotiation of the Scope of Work or termination of this Agreement. Giffels Webster and the City also agree that the discovery of unanticipated hazardous substances may make it necessary to take immediate measures to protect health and safety. The City agrees to compensate Giffels Webster for the additional cost of those measures. In addition, the City waives any claim against Giffels Webster and agrees to defend, indemnify, and hold Giffels Webster harmless from any claim or injury or loss arising from Giffels Webster's discovery of unanticipated hazardous substances. It is understood and agreed that Giffels Webster is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or arranger for transport or disposal of hazardous

or toxic substances found or identified at the site, and that Giffels Webster shall not be responsible to arrange for any of the same.

o. RIGHT-OF-ENTRY

The City will arrange for right-of-entry and access to the property for the purpose of performing studies, tests, surveying and evaluations required in accordance with this Agreement. While Giffels Webster will take reasonable precautions to minimize any damage to the property, it is understood by the City that some damage may occur, the correction of which is not Giffels Webster's responsibility under this Agreement, or otherwise.

p. ASSIGNMENT

Neither the City 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.

q. 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 City, 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.

r. CHANGES TO THE AGREEMENT

The City and Giffels Webster agree that the discovery of unanticipated or changed conditions may require a renegotiation of the Scope of Services, 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 Services. 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, the City agrees that Giffels Webster has the right to terminate this Agreement.

s. TERMINATION

Either party may terminate this Agreement, on at least 5 days written notice to the other, in the event of the other party's breach of the Agreement. In addition, wholly without reference to breach, any party may terminate this Agreement on 10 days written notice to the other (without cause). In the event of termination, Giffels Webster shall be paid for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement. The City shall also reimburse Giffels Webster for all termination expenses.

t. RECOVERY OF COSTS

In the event that legal action is brought by either party against the other in the courts (including an action to enforce or interpret any aspect of this Agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal cost, in addition

to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees, and other documented expenses.

u. PHOTOGRAPHY


The City permits the taking and use of photographs of by Giffels Webster (or Giffels Webster's agent) of the City's project site; and irrevocably grants to Giffels Webster and its legal representatives, agents, and assigns full perpetual rights to take and use such photographs in Giffels Webster's advertising, trade, or for any purpose. The City also consents to the use of any printed matter in conjunction therewith and hereby waives any right to inspect or approve the finished product or products, or the advertising copy or other published matter that may be used in connection therewith, or the use to which it may be put. This authorization shall be binding upon the City and legal representatives, successors, and assigns.

V. ACCEPTANCE AND AUTHORIZATION TO PROCEED

The City certifies that the person executing this Agreement is authorized to sign on behalf of the City's organization. The City understands that this Agreement includes Exhibit A | Bill Rate Schedule and all executed additional service requests. The City also certifies that, if it is a business entity, it is registered and in good standing with the State of Michigan, is authorized to conduct business in Michigan and is adequately capitalized to meet the financial obligations of this Agreement. If the City agrees with the terms of this Agreement, the City should sign both copies of the Agreement and return one copy to Giffels Webster. Giffels Webster's receipt of the signed Agreement from the City will constitute a written notice to proceed unless otherwise indicated in writing by the City.

GIFFELS WEBSTER

CITY OF LATHRUP VILLAGE

BY:  Justin Wellman
Name: Justin R Wellman, PE
Title: Partner
Date: December 3, 2024

BY: _____
Name: Michael Greene
Title: City Administrator
Date: _____

EXHIBIT A
BILL RATE SCHEDULE (CY 2025*)

All work 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. Time and material agreements will be invoiced in accordance with the rates identified below while lump sum portions of Agreements will be invoiced on a percentage completion-to-date basis.

Partner	\$ 180	GIS Specialist	\$ 104
Partner Emeritus	\$ 172	GIS Analyst	\$ 85
Senior Project Manager	\$ 148	Senior Landscape Architect	\$ 140
Project Manager	\$ 140	Landscape Architect	\$ 124
Lead Engineer	\$ 132	Senior Landscape Designer	\$ 120
Senior Engineer	\$ 124	Landscape Designer	\$ 116
Project Engineer	\$ 116	Survey Manager	\$ 130
Staff Engineer	\$ 104	Lead Surveyor	\$ 130
Senior Construction Administrator	\$ 124	Senior Surveyor	\$ 120
Construction Administrator	\$ 118	Project Surveyor	\$ 110
Senior Construction Inspector	\$ 110	Staff Surveyor	\$ 95
Construction Inspector	\$ 104	Lead Technician	\$ 115
Senior Traffic Engineer	\$ 148	Senior Technician	\$ 105
Traffic Engineer	\$ 124	Project Technician	\$ 95
Principal Planner	\$ 148	Staff Technician	\$ 85
Senior Planner	\$ 140	Construction Layout Crew	\$ 190
Associate Planner	\$ 124	Instrument Layout Crew	\$ 150
Staff Planner	\$ 116	Survey Crew	\$ 185
GIS Manager	\$ 140	Instrument Crew	\$ 145
Senior GIS Specialist	\$ 124	Intern	\$ 58

* Rates identified above are for CY 2025 and are subject to change in CY 2026 (maximum increase of 4% unless otherwise negotiated with the City).

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility of 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 5% and are not included in the above hourly charge rates.
4. Overtime work (over 8 hours per day) will be invoiced at a rate equal to 1.5 times the above scheduled rate.