

**CONTRACT FOR PROFESSIONAL SERVICES
LANDSCAPE SITE PLAN REVIEW AND INSPECTION SERVICES CONSULTANT**

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Giffels-Webster Engineers, Inc., whose address is 1025 E. Maple Rd, Suite 100, Birmingham, Michigan 48009 (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence immediately upon execution by both parties and end on June 30, 2029. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. Consultant acknowledges that the attached Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due twelve (12) business days for major projects and seven (7) business days for minor projects from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the review. On

time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Written inspection results shall be due within seven (7) business days following communication of request. Late delivery of a project plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as a delay in required response(s) by other consultants or City employees, this reduction may be waived by the City Manager or his or her designee. Consultant may also request an extension of the project due date in advance, in the case of an usually extensive or complicated review or project.

- C. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- D. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- E. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- F. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally,

termination shall not relieve Consultant of its obligation to provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII and VIII of this Contract shall survive completion of the work and any termination of this Contract.

- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.
- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public

sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources.

Article IX: **General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

 Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
 Consultant: Giffels Websters - Jill Bahm, Partner
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.
- K. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS/DATES OF SIGNATURE:

Date: _____

Date: _____

City of Novi ("Client"):

By: _____
Justin Fischer, Its Mayor

By: _____
Cortney Hanson, Its Clerk

WITNESS:

_____

Date: 6/16/26

**Giffels Webster-Engineering , Inc.
("Consultant"):**

By: _____
Jill Bahm, AICP
Its: Partner

CONSULTANT LANDSCAPE SERVICES

We the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof according to the attached terms and conditions.

SITE PLAN REVIEW**Accessory Structures and Minor Additions (<1,000 sq ft and Generators)**

	Current Fee Schedule	Proposed Fee Schedule
	Preliminary Site Plan Initial Review	Preliminary Site Plan Initial Review
Landscaping	\$200	200
	Preliminary Site Plan Revised Review	Preliminary Site Plan Revised Review
Landscaping	\$250	250
	Final Site Plan Initial Review	Final Site Plan Initial Review
Landscaping	\$200	220
	Final Site Plan Revised Review	Final Site Plan Revised Review
Landscaping	\$250	250

Single Family Plot Plans - Street Trees

	Current Fee Schedule	Proposed Fee Schedule
	Preliminary Review	Preliminary Review
Landscaping	NA	\$220
	Revised Review	Revised Review
Landscaping	NA	\$200
	Street Tree Inspection	Street Tree Inspection
Landscaping	NA	\$200

Commercial, Industrial, and Office - Concept Plan (Special Developments, Planned Rezoning Overlay (PRO), Planned Unit Development (PUD), etc.

	Current Fee Schedule	Proposed Fee Schedule
	Base + \$/acre	Base + \$/unit
	Maximum Fee	Maximum Fee
	Initial Concept	Initial Concept
Landscaping	\$300 + \$0/acre	\$300 + \$10/acre over 5 acres
	Revised Concept	Revised Concept
Landscaping	\$250	\$275

Commercial, Industrial and Office - Preliminary, Final Site Plan

	Current Fee Schedule	Proposed Fee Schedule
	Base < 5 acres	Base < 5 acres
	Base + \$/acre over 5	Base + \$/acre over 5
	Base + \$/acre over 15	Base + \$/acre over 15
	Initial Preliminary Review	Initial Preliminary Review
Landscaping	\$300	\$300
	Revised Preliminary Review	Revised Preliminary Review
Landscaping	\$250	\$275
	Initial Final Review	Initial Final Review
Landscaping	1.5 % of construction cost, min. \$300	1.5% of construction cost, min. \$300
	Revised Final Review	Revised Final Review
Landscaping	\$250	\$275

Multiple Family and Single Family Residential - Concept Plan (Special Developments, Residential Unit Development (RUD), Planned Rezoning Overlay (PRO), Planned Unit Development (PUD), etc.

	Current Fee Schedule	Proposed Fee Schedule
	Base + \$/unit or lot	Base + \$/unit or lot
	Maximum Fee	Maximum Fee
	Initial Concept	Initial Concept
Landscaping	\$300 + \$0/unit or lot	\$300 + \$15/acre over 5 acres
	Revised Concept	Revised Concept
Landscaping	\$250	\$275

	Current Fee Schedule			Proposed Fee Schedule		
	Base < 20 units	Base + \$/units over 20	Base + \$/units over 50	Base < 20 units	Base + \$/units over 20	Base + \$/units over 50
	Initial Preliminary Review			Initial Preliminary Review		
Landscaping	\$300	\$300 + \$4/units over 20	\$420 + \$2/units over 50	\$300	\$320 + \$5/unit	\$450 + \$2/unit
	Revised Preliminary Review			Revised Preliminary Review		
Landscaping	\$250			\$275		
	Initial Final Review			Initial Final Review		
Landscaping	1.5 % of construction cost, min. \$300			1.5% of construction cost, min. \$320		
	Revised Final Review			Revised Final Review		
Landscaping	\$250			\$275		

SUBDIVISION REVIEW**Tentative and Final Preliminary Plat, Subdivision Engineering (Fee is based on lots)**

	Current Fee Schedule			Proposed Fee Schedule		
	20 Lots or less	21 - 50 Lots	Greater than 50 Lots	20 Lots or less	21 - 50 Lots	Greater than 50 Lots
	Initial Tentative Preliminary Plat			Initial Tentative Preliminary Plat		
Landscaping	\$300	\$400 + \$0/lot over 20 lots	\$500 + \$0/lot over 50 lots	\$320	\$320 + \$5/unit	\$450 + \$2/unit
	Revised Tentative Preliminary Plat			Revised Tentative Preliminary Plat		
Landscaping	\$250			\$275	\$275	\$320
	Final Preliminary Plat			Final Preliminary Plat		
Landscaping	\$300	\$400 + \$0/lot over 20 lots	\$500 + \$0/lot over 50 lots	\$320	\$320 + \$5/unit	\$450 + \$2/unit
	Revised Final Preliminary Plat			Revised Final Preliminary Plat		
Landscaping	\$250			\$275	\$275	\$320
	Subdivision Engineering			Subdivision Engineering		
Landscaping	1.5% of construction cost, min. \$300			1.5% of construction cost, min. \$320		
	Subdivision Engineering Revised			Subdivision Engineering Revised		
Landscaping	\$250			\$275		

OTHER REVIEW FEES

ADDITIONAL LANDSCAPE FEES			
	Current Fee		Proposed Fee
Landscape Inspection Fee	NA		\$750 up to 3 acres, + \$75/acre additional beyond 3 acres; this includes initial inspection, one re-inspection, and the 2-year warranty inspection
Re-Inspection	NA		Any inspections beyond those noted above: \$350
Street Tree Inspection	NA		\$350
Pre-Construction Meeting Attendance	NA		\$450
Hourly Rate	NA		See Rate Schedule

Comments: Giffels Webster acknowledges receipt and review of Addendum No. 1 issued for the City of Novi Landscape Site Plan Review and Inspection Consultant RFP. Our proposal reflects the information provided in the addendum, and the updated pricing form has been completed and included in the separately sealed fee proposal as required.

*Includes Initial, 2nd and 2-Year Inspections

Company Name:

Address:

City, State, Zip:

Agents Name:

Agents Signature:

Date:

Giffels Webster

1025 East Maple Suite 100

Birmingham, MI 48009

Phone: 248.852.3100

Fax: 313.962.5068

Jill Bahm

3-Jun-26

FEE SCHEDULE

EMPLOYEE TYPE	BILLING RATE
ASSOCIATE PLANNER	\$123.00
CLERICAL/TECHNICAL SERVICES	\$47.00
CONSTRUCTION ADMINSTRATOR	\$108.00
CONSTRUCTION LAYOUT CREW	\$191.00
CONSTRUCTION OBSERVER	\$95.00
GIS ANALYST	\$104.00
GIS MANAGER	\$139.00
GIS SPECIALIST	\$138.00
INSTRUMENT CREW	\$122.00
INSTRUMENT LAYOUT CREW	\$122.00
INTERN	\$64.00
IT SPECIALIST	\$138.00
LANDSCAPE ARCHITECT	\$133.00
LANDSCAPE ARCHITECTURE MANAGER	\$154.00
LANDSCAPE DESIGNER	\$119.00
LEAD ENGINEER	\$147.00
LEAD SURVEYOR	\$147.00
LEAD TECHNICIAN	\$111.00
PARTNER	\$168.00
PARTNER EMERITUS	\$168.00
PRINCIPAL PLANNER	\$145.00
PROFESSIONAL ADMIN SUPPORT	\$47.00
PROJECT ASSISTANT	\$64.00
PROJECT ENGINEER	\$121.00
PROJECT MANAGER	\$152.00
PROJECT SURVEYOR	\$121.00
PROJECT TECHNICIAN	\$103.00
SENIOR CONSTRUCTION ADMINISTRATOR	\$108.00
SENIOR CONSTRUCTION OBSERVER	\$99.00
SENIOR ENGINEER	\$137.00
SENIOR GIS SPECIALIST	\$138.00
SENIOR LANDSCAPE ARCHITECT	\$139.00
SENIOR LANDSCAPE DESIGNER	\$124.00
SENIOR PLANNER	\$136.00
SENIOR PROJECT MANAGER	\$168.00
SENIOR SURVEYOR	\$137.00
SENIOR TECHNICIAN	\$111.00
SENIOR TRAFFIC ENGINEER	\$154.00
STAFF PLANNER	\$110.00
STAFF SURVEYOR	\$110.00
STAFF TECHNICIAN	\$91.00
SURVEY ASSISTANT	\$-
SURVEY CREW	\$191.00
SURVEY MANAGER	\$139.00
TRAFFIC ENGINEER	\$137.00