

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective as of this ____ day of _____ 20____, 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 Sylvan Lake
1820 Inverness
Sylvan Lake, MI 48320

Client contacts and phone no: John Martin, City Manager
Phone: 248.682.1440
Email: citymanager@sylvanlake.org

Project Name: Clearzoning Conversion

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

Convert the Client’s Zoning Ordinance into Giffels Webster’s Clearzoning format and incorporate future zoning ordinance amendments into the Clearzoning format.

II. BASE SCOPE OF SERVICES

Giffels Webster will provide consulting services for the Project, as summarized in Exhibit A.

III. COMPENSATION

The total cost for this scope of services is in accordance with the schedule in Exhibit A. This will be billed in 6 payments of \$5,183.33 for a total of \$31,100.

After completion of the project, future updates to the municipality’s Zoning Ordinance with Clearzoning format are made by Giffels Webster based on a “per page amended” basis. There is no annual maintenance fee for the Clearzoning Ordinance. When the Client forwards a Word™ compatible zoning amendment to Giffels Webster, it is converted into the Clearzoning format by our staff. A set of digital replacement pages and a new master pdf digital file is forwarded to the Client. The current charge for amendments following completion of the project is \$25 per page amended plus \$1 for relinking pages as required. This fee may be adjusted annually upon 30 days’ notice by Giffels Webster to the Client.

Giffels Webster and the Client agree that services not identified in this Agreement are not the responsibility of Giffels Webster unless provided for under a separate Agreement.

IV. REIMBURSABLE EXPENSES AND MEETINGS

Giffels Webster’s fees, as outlined in Exhibit A, do not include certain reimbursable expenses, which include shipping, handling, postage and delivery fees or out of town travel not identified in this agreement. 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. Giffels Webster is not proposing to use Subconsultants. The Client agrees to reimburse Giffels Webster for said fees at cost plus 15%.

V. INVOICING

As noted above, invoicing will be monthly. Monthly bills will be issued in accordance with III. above. 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.

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.

Upon full payment of Giffels Webster's compensation for this Project, ownership of the following Instruments shall be transferred to the Client for the Client's exclusive use: pdf file of Client's Zoning Ordinance created by Giffels Webster. This transfer does not include any rights to any intellectual property trademarked or copyrighted by Giffels Webster, and further does not give the Client any right to modify the instruments in any way. Updates to the Instruments will be performed by Giffels Webster under this agreement (See Exhibit A for fee structure). 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. The name Clearzoning is trademarked by Giffels Webster. 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 term Clearzoning is a registered trademark and the Clearzoning formatting is copyrighted with the U.S. Copyright Office.

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. In the event that the Client chooses to no longer use the Clearzoning formatting at some point in the future, upon 30 days' notice by the Client to Giffels Webster, an unformatted Word™ file of the zoning text will be provided to the Client.

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 A 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 SYLVAN LAKE



BY: _____
Jill S. Bahm
Partner

BY: _____
Name:
Title:



Prepared for...
Sylvan Lake, Michigan
Zoning Ordinance Reformatting



Quote: \$31,100 Clearzoning Code
\$1,200 Interactive Map (Optional)

This cost is based on the number of districts, number of illustrations, and the length of the code. City is to provide a Word-compatible digital file of complete Zoning Ordinance.

The **new zoning ordinance** will include, at a minimum, the following elements:

- ✓ A use district matrix (with zoning district headings *hyperlinked* to the district regulations)
- ✓ One illustration showing setbacks for each applicable zoning district
- ✓ Up to 15 additional illustrations of definitions and zoning regulations (e.g., landscape screening, corner clearance, etc.)
- ✓ Bottom buttons on each page will be hyperlinked to the zoning map, table of contents, and “how to use this ordinance” page
- ✓ Seven tabs will hyperlink to the key chapters of the updated code
- ✓ Each listed definition in the definition index will be hyperlinked to the actual definition page
- ✓ Three (3) bound color copies of the final ordinance
- ✓ One hyperlinked digital file (pdf) for uploading to the City’s web site

The new zoning code is intended to maintain the regulatory effect of the existing zoning ordinance. This is not a proposal to rewrite the content of the code. Typically during the Clearzoning transformation process, inconsistent cross references and similar issues are identified and corrected. Other text amendments are not included in this work scope. Future amendments to the ordinance are made by Giffels Webster on a “per page amended” fee basis. The current cost is \$30 per page amended, plus \$1 per page with minor content or linking changes.

Additional, Optional Costs: Prepare GIS zoning layer and interactive map: \$1,200.00. If the map is posted on our GIS server, annual GIS hosting fee is \$750.

This quote is valid for 90 days. After that time, the cost may be increased.

This is an addendum to the current services agreement between Giffels Webster and the City of Sylvan Lake and is subject to the terms of that agreement.

Signed by :
on behalf of the City of Sylvan Lake
On _____, 2023