

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 17th day of October 2022 by and between Grissim Metz Andriese Associates called the "Consultant" and the City of Northville, hereinafter called the "Owner".

Witnesseth: In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

ARTICLE I – SCOPE OF WORK:

(Attach Approved Scope of Work – Attachment A)

ARTICLE II - COMPENSATION: The City will pay the Consultant for performance of the items listed in the "Scope of Work " at rates provided by the Consultant for the not to exceed cost of: \$46,000 dollars and an amount of \$1,500 for reimbursable expenses for a total amount of \$47,700.

ARTICLE III – GENERAL TERMS AND CONDITIONS:

1. **The Agreement:** This Agreement form, including the attached RFP document, and any exhibits or attachments constitute the AGREEMENT between the Consultant and the City of Northville (Owner) superseding any and all prior negotiations correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
2. **Site Access:** The Owner will provide for right of entry for Consultant's personnel and all necessary equipment, in order to complete the work.
3. **Changed Conditions:** The Owner has relied on the Consultant's judgment in accepting the scope of work and providing a fee for this project, given the project's nature and risks. The Owner shall therefore rely on the Consultant's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions which in the Consultant's judgment make such renegotiation necessary, and the Consultant and the Owner shall promptly and in good faith enter into renegotiation of this agreement to help permit the Consultant to continue to meet the Owner's needs. In establishing fees for the new work to be performed, the Consultant shall utilize the same fee schedule as already agreed upon, unless as a result of the Owner's decision or materials

discovered, or for other good and valid cause, the Consultant demonstrates that the nature of the project has been fundamentally altered. If renegotiated terms cannot be agreed to, either party has an absolute right to terminate this agreement.

4. **Standard of Practice:** Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members and firms providing landscape architectural services.
5. **Job Site Safety:** Insofar as Job Site safety is concerned, the Consultant is responsible for its own employees and their activities on the job site, but this shall not be construed to relieve any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Consultant, nor the presence of its employees or subcontractors, shall be construed to imply that the Consultant has any responsibilities for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. The Owner agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Owner's agreement with the general contractor as prepared by the Consultant.
6. **Indemnification:** Indemnification: Consultant agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City of Northville, its employees, officials, agents, boards, council, and volunteers, from and against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorneys' fees and defense costs, for or by reason of personal injury, including, but not limited to, bodily injury or death, and/or property damage, including, but not limited to, the loss of use thereof, arising from the negligent acts, errors, or omissions of the Consultant, its agents, employees, or sub-consultants, but only to the degree of fault of the Consultant and/or its respective sub-consultants. The obligation of Consultant to indemnify and hold harmless the Owner shall survive and continue after final payment, completion of the work, and completion and/or termination of this Agreement. Nothing in this agreement to indemnify requires the Consultant to defend and/or indemnify the Owner for damages arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the Owner, its agents or employees or to any amount greater than the degree of fault of the Consultant and/or its sub-consultants.
7. **Billing and Payment:** The Owner shall be invoiced once each month for work performed during the preceding period. The Owner agrees to pay each invoice within thirty (30) days of its receipt. **Payments beyond the amount specified in this agreement will not be processed by the City unless a proper change order to this agreement has been previously approved by City Council.**

8. **Ownership of Instruments of Service:** All original reports, plans, specifications, field data and notes and other documents prepared by the Consultant as instruments of service shall remain the property of the Consultant.

However, the Consultant shall provide the Owner with duplicate reports, plans, as-built plans, and specifications. Said material shall be considered the property of the Owner. Future use of said reports, plans, and specifications by the Owner will be permitted, provided that the Owner shall not modify the plans prepared by the Consultant without first removing the Consultant's name from the plans or document. As-built plans, both in hard copy and in electronic form shall be delivered to the Owner upon submittal of a final invoice for the project.

9. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Consultant agree that all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation in accordance with Michigan Court Rule 2.411, unless the parties mutually agree otherwise. If the parties cannot resolve their dispute by way of non-binding mediation, any party may file a lawsuit or other legal action in any court, state or federal, where jurisdiction is proper within the State of Michigan.

The Owner and the Client further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

10. **Termination:** The Agreement may be terminated by either party upon seven days written notice. In the event of termination, the Consultant will be compensated by the Owner for all services performed up to and including the termination date, including reimbursable expenses.
11. **Governing Law and Survival:** The laws of the State of Michigan will govern the validity of these terms, their interpretation, and performance. If any of the provisions contained in this are held illegal invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the Agreement for any cause.
12. **Assigns:** Neither the Owner nor the Consultant may delegate, assign, subcontract or transfer its duties or interest in this Agreement without the written consent of the other party.
13. **Extensions:** The contract may be extended, if said extension is mutually agreeable to both the City and the Consultant.

14. **Insurance:** The Consultant, or any of their Sub consultants, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Northville. The requirements below should not be interpreted to limit the liability of the Consultant. All deductibles and SIR's are the responsibility of the Consultant.

The Consultant shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Professional Liability in an amount not less than \$2,000,000 per claim and \$4,000,000 aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** THE CITY OF NORTHVILLE, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Northville as additional insured, coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Dianne Massa, Clerk, City of Northville, 215 West Main St., Northville, MI 48167).

Proof of Insurance Coverage: The Contractor shall provide the City of Northville at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Consultant shall deliver renewal certificates and endorsements to the City of Northville at least ten (10) days prior to the expiration date.

THIS AGREEMENT, together with the Request for Proposal document and any documents received from the Consultant are as fully a part of the contract as if hereto attached or herein repeated, forms the contract between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day and year first above written.

Attest:

Megand Murphy

Attest:

CONSULTANT

By: Susan Grossi

Title: principal

CITY OF NORTHVILLE (owner)

By: _____

Title: _____

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