



Agreement for Professional Services

This Agreement (the "Agreement"), is effective as of November 21, 2024, between Giffels Webster, located at 1025 E. Maple Road, Suite 100, Birmingham, MI 48009 and the following person or entity ("Client"):

Client Name & Address: Highland Township Downtown
Development Authority
205 W. Livingston Road
Highland, MI 48357

Client Contact: Melissa Dashevich 248.887.7200
highlanddda@gmail.com

Project Name & Number: Highland DDA Development Plan

The Client 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

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

II. SCOPE OF SERVICES

Giffels Webster will provide consulting services for the Project ("Scope of Services"), as summarized in Exhibit A | Scope of Services & Fees. Only those services summarized are included in this Agreement. Giffels Webster and the Client 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.

III. COMPENSATION

The fees associated with each task identified in our Scope of Services are summarized in Exhibit A. Additional services outside the scope of this project will be charged at our hourly rates as provided in Exhibit B. Any Additional services, and estimated costs of such additional services shall be approved by Client prior to performance by Giffels Webster.

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 Client agrees to reimburse Giffels Webster for reimbursable expenses at cost plus 15%. Giffels Webster shall obtain prior approval by Client before any subconsultant cost is incurred and charged to the

DDA for work not expressly included in the Scope of Services provided in Attachment A.

b. INVOICING

The total flat fee of \$45,375 will be invoiced in one payment of \$10,000 before 12/31/2024 and then nine monthly payments of \$3,930.55 beginning in January 2025.

The Client 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 Client'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. This scope of services does not include legal reviews of any kind.

d. 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.

e. 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 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 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.

f. 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: Highland DDA Development Plan. This transfer does not include any rights to any intellectual property trademarked or copyrighted by Giffels Webster.

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.

g. 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.

h. 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.

i. 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 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 Client agrees that Giffels Webster has the right to terminate this Agreement.

j. 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 actual costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

V. 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 | Scope of Services & Fees and Exhibit B | Bill Rate Schedule and all executed additional service requests. The Client 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. If the Client agrees with the terms of this Agreement, the 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
DEVELOPMENT AUTHORITY**

HIGHLAND TOWNSHIP DOWNTOWN

BY: Jill Bahm
Name:
Title: Partner
Date: 12/9/24

BY: A.R. Smith Seal
Name:
Title: Chairperson + DDA
Date: 3-12-26

Exhibit A:**Updated Scope – November 7, 2024**

While embracing its history, the Highland DDA has an eye to the future and is embarking on a Downtown Master Plan and TIF Plan Update. We recognize that implementation will require significant human and financial resources and see this planning process as a fresh opportunity to strengthen partnerships between residents, the private sector, adjacent communities and other local/regional agencies through the planning process and beyond. **Based on our meeting with the DDA and review of both the MSOC survey responses and Township-wide Master Plan, we are even more focused on building fresh strategies around creating a "there, there" for downtown Highland.**

We propose the following scope of work (note – deleted items appear in strikethrough and **new items/modifications appear in red**):

Task 1 – Grounding

At Giffels Webster, it is our goal to ensure projects are completed on time, within budget and meet or exceed client expectations. We recognize the importance of consistent and effective project management, which begins before any planning work begins. Our project kickoff includes the following:

- A. **Legal notices.** Our team will coordinate with Township staff to prepare and distribute public notices of the DDA's intent to update its Downtown Plan as required by State law.
- B. **Data collection & Inventory.** Compile data and images of the following, to be analyzed in following task elements:
 - 1) ~~Update and~~ **Assess** demographic data **in the Township Master Plan** to understand current community makeup as well as understand future projections.
 - 2) **Create base maps:** Assemble and prepare maps of existing conditions ranging including land use, natural features and parks. Our staff will coordinate with township GIS staff for mapping. Township staff will provide information regarding existing land use using assessing department and planning department information.
 - 3) **Summarize previous planning documents, including public engagement, related to the DDA district.**
- C. **Downtown walkabout.** Meet with DDA staff to walk around the downtown area to assess conditions and look for new opportunities.
- D. **Meeting with the DDA Board and committees.** Meet with the DDA Board and committees to discuss changes in the downtown since the plan was adopted in 2008. Understand new opportunities envisioned and anticipated challenges. **This meeting will be the same day as the downtown walkabout.**

Task 1 timeline: 2 months

Task 1 cost: ~~\$43,500~~ **\$11,475** (roughly ~~100~~ **85** Hrs. @ \$135/hr)

Task 2 – Community Engagement

The Township and the DDA have conducted engagement opportunities over the past with the Township Master Plan and with assistance from Main Street Oakland County. We propose building off this information, focusing on some of the key takeaway themes, including creating a more recognizable sense of place, attracting more things to do/businesses, and improving walkability.

We continue to find that public participation is important in the Downtown Master Plan processes. We recommend including opportunities for stakeholders, subcommittees and/or focus groups – **intended to drill down into the survey findings from previous engagement. We recommend the following:**

- ~~Online simulator tool for evaluating decisions and impacts.~~ Online tools can be very effective in reaching certain sectors of the community. Our team will develop a GIS-based tool that allows citizens to prioritize concerns and see the impacts such as cost (tax dollars), traffic generation, and other outcomes, based on available data. ~~This option is \$4,050.~~
- ~~Capacity Building.~~ As leaders in education and training, we enjoy opportunities to engage people about planning and downtown revitalization. Our team will prepare a “resource pack” that will include introductory level materials about downtown, planning, zoning and budgeting. Tracking participation will help the DDA identify interested and informed community members who may be willing to serve on boards and/or volunteers in the future. ~~This option is \$2,700.~~
- **Online Project Website.** Our team will develop an online platform that allows community members to read and respond to plan sections, proposed projects, and offer feedback. *This option is \$3,100.*
- **Open House.** Open houses are great opportunities for informal discussion by providing opportunities for participants to visit stations with information on plan-related topics. *This option is \$5,400*
- ~~Survey.~~ A short online public input survey will allow us to gather input from the community on specific strategies identified through the planning process. Paper-based surveys will also be provided for those without access to a computer. Surveys for the vision impaired will also be provided by our staff as requested. We propose small handouts to be shared at DDA events and local businesses to advise the community of this opportunity. ~~This option is \$2,700.~~
- **Business Community.** Through the planning process, it is important to engage the Highland business community **that make up the entire DDA.** We will include a separate short survey for local businesses and invite them to a preview before the open house is open to the public. *This option is \$2,700.*
- **Developer Input.** As with business community input, our staff will work to engage the local development community, including developers, major property owners, design professional, land use attorneys, and others, through a short survey and inviting them to a preview before the open house is open to the public. *This option is \$2,700.*

Task 2 timeline: 2-3 months+

Task 2 cost: ~~\$21,500 (roughly 160Hrs. @ \$135/hr)~~ **\$13,900** – this cost can be refined with the DDA as needed with respect to cost as well as to desired results of community engagement.

Task 3 – Downtown Master Plan

We will assist the DDA with the development of a Downtown Master Plan, including the larger DDA district, informed by the community, that includes the following key elements – including four meetings with the DDA:

- **Existing Conditions Assessment.** The foundation of this chapter will include information from the inventory of applicable local and regional plans and data collection. This will be presented in an easy-to-read highly graphic format. Existing conditions data and trends from the Census Block Group level to the county, regional, and national level will be analyzed. We will work with DDA staff/board to assess how existing conditions data and trends may inform future planning decisions.
- **Goals & Objectives.** Based on the existing conditions overview and public input received through the planning process, our team will assist the DDA in updating the Downtown Master Plan goals, policies, and objectives.
- **Downtown Framework.** Our staff will review the downtown framework from the 2008 plan and explore with the DDA what changes, if any, are needed. This may also include recommendations for the Township’s Future Land Use Map and/or Zoning Ordinance. **The framework will focus on the following:**

- Our team will discuss the design vernacular with the DDA for the different downtown uses/segments of the DDA district - and how they align with the current zoning ordinance. Future ordinance updates or form-based codes may become one of the future projects.
- Land Design Studio (LDS) shall update the layout from 2007 Master Plan to represent the changes that have occurred since then such as the new Township Offices. The plan will include the insertion of other applicable design proposals that have been explored over the years such as at the community park on the old school site and the Bank Barn Gateway. Current proposal for new development(s) at the intersection of M-59 & Milford Road shall also be included as well as the new boardwalk in front of Colasanti's. A new home for the Highland Station Structure shall also be explored.
- The updated Framework Style of Uses and detailed Master Plan Sketch will become the foundation to further explore the "There, There" in Highland Station. Utilizing Nashville, Indiana as a precedent for defining a Genus Loci (Spirit of Place), LDS shall prepare various graphics to illustrate the how future improvements to the downtown can better reinforce its identity and quality of place. Enhanced landscape, public art, adaptive re-use of existing buildings and other features will be explored and illustrated to convey a future vision that builds upon the many great achievements the Highland DDA has already completed.
 - These plans will be presented at the community open house (TBD) along with highlight of the Master Plan Update and TIFA Plan.
- Our team will explore regional trail linkages and how the DDA can leverage its strategic location between the Village of Milford and Highland Recreation Area to create a unique destination that offers both vibrant commercial areas and natural beauty.
- **Implementation Strategies.** The Downtown Master Plan should be a living document, one that provides guidance and direction for short and mid-term action plans. Realization of the community's vision, as identified in the Downtown Master Plan will only come to fruition through decisive actions that result from an implementation strategy. **The proposed projects list and priorities from the original Master Plan will be evaluated with the HDDA and those that were not finished will re-evaluated and prioritized. New project ideas will also be explored and inserted into the plan.**
 - **Action Items Summary Table:** an easy-to-use checklist for prioritizing implementation strategies. Identify a Champion and Partners for each specific action item to ensure implementation success.
 - **Zoning Plan:** Prepare a Zoning Plan to guide short-range zoning decisions. Relate current and new districts to each land use category as necessary. Provide direction for zoning changes needed as a result of the Downtown Master Plan.
- **TIF Plan Update.** We will prepare the required content for an updated TIF Plan based on the updated Downtown Master Plan and Section 125.4217 (2) of the new Downtown Development Authority Act – PA 57 of 2018.

Key Deliverables:

- Downtown Master Plan in PDF format
- GIS layers
- Any additional technical reports as applicable to support Downtown Master Plan
- Updated TIF Plan

Task 3 timeline: 6 months

Task 3 cost: \$20,000 (roughly 148 hours @ \$135/hr)

FEE SUMMARY

Total Project Fee: ~~\$55,000~~ **\$45,375**

Timeline – Approximately 12 months

Reimbursable Expenses Allowance: \$2,500 (Note: We will discuss the allocation of reimbursable expenses as they may related to community engagement events)

Our team is available to assist the DDA with the adoption process, including public hearing(s).

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. 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.

Construction Inspector	\$80	Intern	\$55
Senior Construction Inspector	\$90	Clerical Administrative	\$40
Construction Administrator	\$80	Project Assistant	\$75
Instrument Crew	\$130	Staff Technician	\$80
Survey Crew	\$165	Project Technician	\$90
Staff Surveyor	\$90	Senior Technician	\$100
Project Surveyor	\$105	Lead Technician	\$110
Senior Surveyor	\$115	Staff Landscape Architect	\$90
Lead Surveyor	\$120	Project Landscape Architect	\$110
Survey Manager	\$120	Senior Landscape Architect	\$120
GIS Analyst	\$85	Lead Landscape Architect	\$125
GIS Specialist	\$95	Landscape Architecture Manager	\$130
Senior GIS Specialist	\$105	Staff Engineer	\$90
GIS Manager	\$120	Project Engineer	\$105
<u>Staff Planner</u>	\$90	Senior Engineer	\$120
<u>Associate Planner</u>	\$115	Lead Engineer	\$130
<u>Senior Planner</u>	\$120	Traffic Engineer	\$125
<u>Principal Planner</u>	\$135	Senior Traffic Engineer	\$140
Project Manager	\$135	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.