



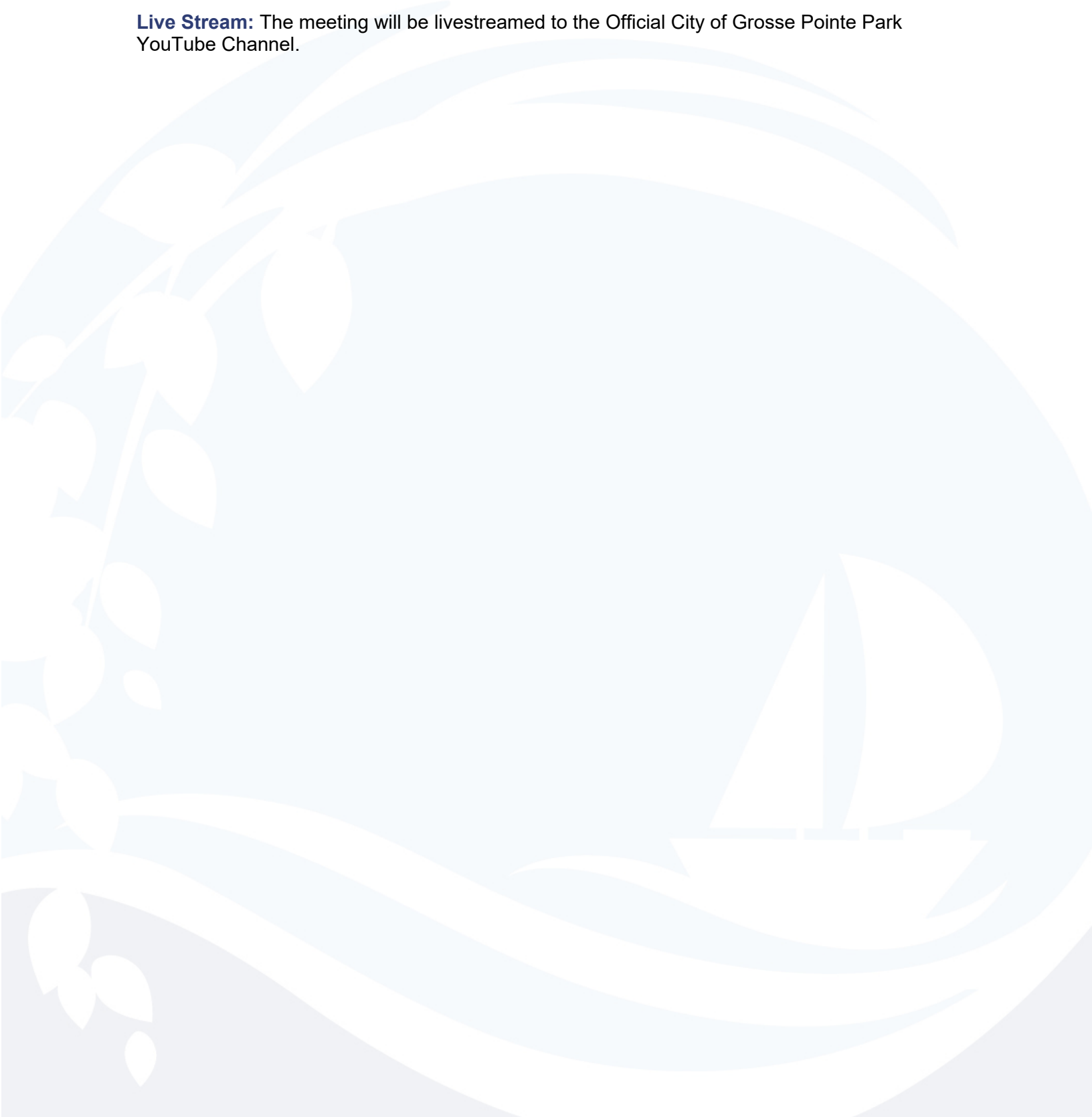
AGENDA - Recreation Commission

DATE: October 10, 2024 7:00 PM City Council Chambers

- I. Roll Call
- II. Approval of Meeting Minutes
 - I. Approval of August 8 Minutes
- III. Public Comment (Agenda Items)
- IV. Director's Report
- V. Programming/Special Events
 - I. Halloween in the Park Volunteer Opportunity
 - II. Brunch with Santa
 - III. Ice Skating Lessons
- VI. Windmill Pointe Park
 - I. Playground Maintenance- Windmill Pointe
 - II. Lavins Activity Center Retaining Wall and Downspout Project
 - III. Pierce Fishing Club
- VII. Marina
 - I. Abonmarche Preliminary Engineering
- VIII. Patterson Park
 - I. Playground Volunteer Day Recap
 - II. Playground Stain and Sealer Application
- IX. Unfinished Business
 - I. Willeke Gazebo at Matthew C. Patterson Park
 - II. Carol C. Schaap Theatre Replacement Seating
- X. New Business
 - I. Grosse Pointe Park Foundation Potential Project
 - II. Parks and Recreation Project List
- XI. Public Comment (Non-Agenda Items)
- XII. Adjournment

Public Comment: Public Comments are limited to three minutes.

Live Stream: The meeting will be livestreamed to the Official City of Grosse Pointe Park YouTube Channel.





Recreation Commission Minutes

Thursday August 8, 2024

Meeting called to order at 7:00 pm by Chairman Mike Hindelang

Roll Call

Present: Mike Hindelang – Chairman, Chad Craig – Parks and Recreation Director, Stedman Taylor – Recreation Specialist, Roy Edmonds, Paul Spratt, James Ceuninck, Howard Bouton, Mike Bannon, Larry Haggart, Patrick Gleason, and Stacey Jarvis.

Absent: Tom Fraser – Harbor Master, Christina Buchanan, Tom Caufield – Council Liaison

Approval of June 13, 2024 meeting minutes

Public Comment (Agenda items)

- None

Director's Report

- Swim Team Finals were hosted by Grosse Pointe Farms at Windmill Pointe Park in July
- Limited staff at the parks over the next few weeks as summer winds down
- The summer season has been very busy with rentals

Programming/Special Events

Kercheval After Six

- July was well attended
 - Dunk Tank was a success to raise funds and raise awareness for the playscape project
- August is predicted to be well attended too
 - August 24th – 6-10 pm

Charlevoix Street Party

- Saturday night throwback theme
- Reduced from three events to one from years past
- September 21st 7-11 pm

Camp Wind-Y-Mill

- Registration to open up on Monday, August 12th
- Event is to take place from September 6th-8th
- Event historically sells out very quickly

Windmill Pointe Park

Children's Pool

- Need to purchase new equipment for the mechanical room
- Could get the pool back up and running before end of season – will seek approval from Council
 - Mike Bannon made a move to recommend to Council to fund this fix
- May make some changes to the baby pool itself to enhance its usability

Pool Deck Chairs

- Brackets on the chairs will be replaced to fix broken chairs
- Will also be adding new chairs
- Lack of indoor storage space takes a toll on the chairs

Fence Painting Project

- The wrought iron fence painting project along Windmill Pointe Park was completed in July

Tree Trimming

- Trimming has been completed for the season

Marina

- City Administration meeting with Abonmarche to discuss potential approvals for future phases of marina improvement project

Patterson Park

- Picnic Permits and lodge rentals continue to be strong
- Gazebo discussion about how to update this Park gem for the long term
 - Several ideas discussed on how to do this and what it should be used for
 - Will seek out a professional from Pewabic to understand cost for tile improvements
- Playscape Volunteer Date – August 24th
- Tree Trimming completed

Unfinished Business

- Downspout Project to begin mid-September or early October

Non-Agenda Items

- Music from Detroit interfering with at least one private party at Tompkins
- Equipment – eyesore in additional parking lot – possibly address

Adjournment: 9:21 PM

Next Meeting: October 10th at 7:00 PM at Grosse Pointe Park City Hall, 4th Floor

DRAFT



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Halloween in the Park Volunteer Opportunity

SUMMARY: Station volunteer and business table sponsorship opportunities at Halloween in the Park. We are still looking for volunteers for candy/toy stations and any local businesses that would like to sponsor a table at Halloween in the Park. Business sponsorship is \$75.00 and will allow businesses to hand out any marketing and promotional items (which must be approved by city administration) to adults at the event. This is a great opportunity for adults, children who have aged out of the event, local organizations, and businesses to come together for a fun event.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Brunch with Santa

SUMMARY: Brunch with Santa will take place on Saturday, December 7th. Registration will begin on Monday, November 4th, at 8:00 a.m. Please choose from one of the three time slots available: 9:00-10:00 a.m., 10:30-11:30 a.m., or 12:00-1:00 p.m. The event will consist of brunch, crafts, a story and photo opportunity with Santa, and a trackless train ride. The registration fee is \$20.00 per person, for both children and adults. No registration/payment is required for children under the age of 2, but you will need to inform staff that they will be attending the event.

Each time slot is limited to 60 people total, so time slots will sell out quickly. Parents will need to make sure their children are in the system to register them for the event.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Ice Skating Lessons

SUMMARY: Due to recent mild winters, the parks and recreation department is giving consideration to switching from (2) 5 class sessions of ice skating lessons to (1) 6-8 class sessions that would start later in December or early January. This could avoid school breaks and allow for additional dates in order to make up any lessons.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Playground Maintenance- Windmill Pointe

SUMMARY: Sinclair Recreation still has some repairs and touch-up work to complete at the playground. Additional sand, mulch and sidewalk repairs will take place in the spring.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Lavins Activity Center Retaining Wall and Downspout Project

SUMMARY: Retaining wall and downspout work was approved and removal of the retaining wall and landscaping started on Tuesday. Downspout installation and french drain system to follow.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Pierce Fishing Club

SUMMARY: GPP resident Jim Paonessa contacted Parks and Recreation Director Craig about forming a Pierce Middle School Fishing Club. Jim is working with the principal and staff at Pierce to form the club and is also looking at potential sponsors. This potential club is in the very early planning stages and the thought would be to utilize the main pier as a teaching/competitive location. Lots of high schools and colleges offer fishing clubs, etc. The hope is that other schools and communities will also form teams to compete and increase youth fishing in the area.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Abonmarche Preliminary Engineering

SUMMARY: Abonmarche's preliminary engineering proposal was approved by the City Council, and they will begin work on their seven proposed tasks. A separate task, the hydrographic survey, will take place during the winter months when vegetation growth is dormant. This work will provide us with the necessary information on the next phase of the marina upgrade.

FINANCIAL IMPACT: \$89,250.00

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director

September 26, 2024

Mr. Nick Sizeland, City Manager
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230
sizelandn@grossepointepark.org

**Re: Proposal for Preliminary Engineering (Revision 3)
City of Grosse Pointe Park - Windmill Pointe Park Marina**

Dear Mr. Sizeland:

Abonmarche is excited to present this proposal for preliminary engineering services for the redevelopment of the Windmill Pointe Park (WPP) Marina. Per our discussions with City Staff, the scope herein will initiate the first phase in the marina's redevelopment.

This proposal revision has been updated to include an overview of the project vision discussed with City staff on September 4. It is intended to provide a summary of where the project is now, what has been completed, and what is currently anticipated.



Figure 1: Oblique Aerial, Courtesy Marinas.com

PROJECT UNDERSTANDING

We understand the City of Grosse Pointe Park (GPP) plans to meet current codes; to modernize the existing marina facility and utilities; and to enhance docks for community boaters. Abonmarche is familiar with dock manufacturers, marine contractors, and the

regulatory/code requirements that impact the design/construction of marinas. Abonmarche looks forward to the opportunity to assist GPP with this important project.

In 2023, the long term marina plan (Concept 3) was developed and confirmed by the City and Phase 1 will follow the overall framework of the plan. Designs will also need to consider resiliency and survival of future high water level cycles. Upland access pathways and dock superstructure elevations will consider the eventual return of high water levels during the design life of the project.

Priorities for the initial phase include the following:

- Replacement of Pier 1 finger piers
- Replacement or Pier 2 superstructure (no change in configuration)
- Pier 1 & Pier 2 – new potable water and electrical, both upland and on docks
- Upland potable water and electrical schematic design for all Piers (pier 3-5 dock utilities excluded from this phase)

Per the meeting on September 4, Abonmarche now understands that the City intends to proceed with the replacement of Piers 1-5 over a single, multiple-construction phase project, if feasible, in addition to associated upland utility and land-side improvements.

PROJECT STATUS/WORK COMPLETED

- Initial Concept, development of master layout Completed September '23
- Initial opinions of probable construction cost Completed November '23
- Dive Evaluation (UCC) & Summary Completed May '23
- Hydrographic Survey (pile locations/basin depths) Likely late '24 or spring '25
 - *Task dependent upon vegetation conditions and ice (early spring is best)*
 - *This task was authorized in 2024, but after the aquatic vegetation had quickly grown in the spring.*



SCOPE OF SERVICES

We propose the following Scope of Services:

Task 1 – Project Initialization Meeting

The Abonmarche team will coordinate an in-person kick-off meeting with City staff to establish a project schedule and key milestones. We will confirm the project intent and inventory available data from previously completed tasks. This meeting will be planned to coincide with the structural evaluation in Task 2 below.

Deliverables

- Meeting summary

Task 2 – Site Structural Evaluation

Abonmarche structural staff will visit the site to review the general condition of Piers 1 through 5 where observable, to ascertain the general condition and potential configurations of framing and piling connections. During the site visit, we will also evaluate the condition of the above-water portions of the bulkhead which follows the landform from Pier 1 to its eventual connection to the westerly entry breakwall.

Deliverables

- Letter-format evaluation with photos

Task 3 – Topographic Survey

Abonmarche will coordinate the collection and mapping of topographic survey data that will be needed to plan upland utility and accessibility improvements to the marina. Pending availability, Abonmarche may coordinate with a local subconsultant to complete the topographic survey.

The survey will include trees, fences, visible utility features, walkways, pavement, seawalls, and other site components. Surface elevations will be collected with enough density to depict the overall surface within the upland park area. The deliverable will include a PDF and CAD version of the topographic survey with one foot contours and appropriate symbols and labels. During the survey, control points and benchmarks will be set on site for future use during construction. The approximate survey limits are depicted below in Figure 2.

Deliverables

- Topographic survey drawing (PDF format and DWG file)





Figure 2: Windmill Pointe Marina; survey limits delineated with yellow dashed line (approx. 3.5 AC)

Task 4 – Multibeam Hydrographic Survey (Seaworks Group, LLC) - excluded

Task 4 was originally proposed as part of Abonmarche's scope with a subconsultant. Due to timing, the City approved a direct agreement with Seaworks, but the timing of the approval and 2024 vegetation growth has prevented completion of this Task.

Original scope excerpt (for reference only): Abonmarche will subcontract Seaworks, LLC, who will perform a hydrographic survey within the marina basin. The survey will identify obstructions for the marina improvement project and map the locations of piles which may be re-used as the superstructures of the docks are improved. The survey area measures approximately 700' by 900' and water depths are expected to range between 3' and 10'.

Sidescan sonar will be used to generate a high-resolution image of the harbor bottom. This objective is to identify pilings in need of demolition, particularly those



that were cutoff below the waterline. Sidescan sonar does not collect bathymetric data, only image data. Seaworks will also use multibeam sonar for full coverage bathymetric data, as well as scanning of vertical walls where they are accessible within the limitations of the equipment.

All work will conform to US Army Corps of Engineers EM1110-2-1003 Hydrographic Survey Manual standards. Work will be supervised by a National Society of Professional Surveyors/Hydrographic Society of America (NSPS/THSOA) Certified Hydrographer. Please note that this work must occur in early spring to minimize the risk that submerged vegetation will affect the quality of the data.

Deliverables

- *High-resolution image of harbor bottom (sidescan sonar)*
- *Bathymetric survey drawing in color (multibeam sonar)*

Task 5a – Dive Investigation Coordination (Abonmarche scope only - completed)

A dive investigation was completed in 2024, under a direct agreement between Underwater Construction Company (UCC) and the City. Task 5a was originally proposed to account for Abonmarche's efforts to seek proposals and coordinate this effort. These efforts were completed by Abonmarche at the time in good faith, and the originally proposed Task 5a remains within this proposal to formalize the work and to allow Abonmarche to invoice for efforts completed.

Original scope excerpt (for reference, now completed): As discussed, Abonmarche will seek proposals from others to conduct an underwater dive investigation. The scope of work may vary based upon the City's budget and priorities. Therefore, Abonmarche will coordinate with at least two dive consultants to provide options to the City. The Task 5a scope of work herein is limited to Abonmarche's coordination efforts and review of the reports generated. The task budget is based upon Abonmarche's experience with other similar dive scopes.

Task 6 – Preliminary Engineering

Abonmarche will utilize findings in the structural assessment report, hydrographic survey data, and the results of the dive investigation to prepare preliminary design drawings for the overall project. These drawings will include existing and proposed preliminary site plans, basic grading and dimensional information, and concept utility layout. It is anticipated that a schematic potable water and electric design will



be needed for the full build project. Drawings will also include preliminary cross sections and typical details, where necessary, to depict the design relative to potential future high water conditions.

In order to control preliminary engineering scope and cost, this scope assumes that only typical structural details will be prepared to illustrate how a new superstructure will be connected to existing steel piles. We also assume that typical structural details will not vary significantly from pier to pier. If specialized connection details are needed for each pier, Abonmarche will discuss additional scoping with the City, or propose deferring the work until a final design phase (currently excluded) is authorized. Abonmarche's original proposal included only Piers 1 and 2, but we understand that all piers should now be included in this task, per the latest discussions/indications.

An opinion of probable construction cost will also be prepared based upon market construction costs and bids received on other similar projects within the Great Lakes.

The preliminary plans and cost opinion will be presented to City staff. Input regarding refinements to the plans will be collected and addressed in an updated drawing set and cost opinion. The updated preliminary drawings will then be utilized in the preparation of Task 7. A technical design summary memorandum will be prepared to document the intent and basis upon which the preliminary design is based.

Deliverables

- Preliminary drawings
- Technical design summary memorandum
- Full-build project schematic design – electric and potable water



Task 7 – Joint Permit Application

Abonmarche will prepare a Joint Permit Application (JPA) package for submittal to the State of Michigan Department of Environmental, Great Lakes, & Energy (EGLE) and to the U.S. Army Corps of Engineers (USACE). The JPA package will include a complete MiEnviro application and 8.5"x11" format permit drawings. Prior to submittal, a draft package will be provided to the City of Grosse Pointe Park for review.

This task excludes local permit applications such as City building permits or County SESC permits. These tasks should be pursued during final design and when the project is nearly ready for bidding.

Deliverables

- Joint permit application package – JPA, Letter of Authorization
- 8.5" x 11" format permit drawings

Task 8 – Permit Processing (EGLE/USACE)

Abonmarche will respond to agency follow-up requests, attend meetings, prepare drawing revisions, and complete other efforts necessary to respond to agency concerns and questions. This proposal assumes that the regulatory process will be straightforward with minimal agency concerns and is proposed as a budget, subject to regulatory needs.

OVERALL PROJECT SCHEDULE VISION (subject to change)

The following outline is intended to illustrate the potential timeframe for the project as a whole, including short term detail and long term timeframe projections. This schedule will change based upon regulatory process, City decisions, community input, funding, and other components that are outside of Abonmarche's control.

October '24: City review of scope/proposal

- City approves Preliminary Engineering scope of work

October/November '24: Initiate scope

- Abonmarche on site meeting/structural evaluation late Oct./early Nov.

November '24 – January '25: Preliminary engineering scope

- Preliminary plans for Piers 1-5 and related upland improvements



- Schematic/typical structural details
- Schematic water and electrical layout for new marina utilities
- Schematic grading plan for land-side walkway connections
- Opinion of probable construction cost updates
- Prepare Joint Permit Application for City review
 - Permit Processing timeline begins, likely extends into mid/late 2025

January-March 2025 – Funding/Scoping/Phasing

- City evaluates budgets, funding, phasing
- Abonmarche prepares scope for final design, bid assistance, construction administration

April 2025-August 2025 – Final Design/Bid Process/Contract Award (excluded from this proposal)

- Prepare detailed bid plans, specifications, and contract documents
- Bid process
- Contract award

October 2025-May 2026 – Construction Phase I

- May include upland site and utility work for all Piers
- Pier replacement – 1-2 of the 5 total piers, including demolition, superstructure replacement, and dock utilities

June 2026-September 2026 – Boating Season 2026

- Marina open, new docks and utilities for 1-2 of piers, remainder of piers available for use
- If needed, could consider allowing upland work to continue – may result in better bids initially if this flexibility is possible; consider community park events, etc.

October 2026-May 2027 – Construction Phase II

- Complete remainder of construction scope



SCHEDULE & MEETINGS

If this proposal is approved in October, Abonmarche will begin the scope of work in late October. We will work with you to identify an appropriate schedule for each task herein, pending the City's desired timeframes and weather conditions. The project schedule is also subject to regulatory process, which typically takes 3-6 months and sometimes longer.

The scope of work herein assumes up to two site meetings, including the structural evaluation and design review meeting. If additional site meetings or virtual meetings are required, Abonmarche will invoice for these meetings on a time and materials basis at our standard hourly rates.

EXCLUSIONS

Our proposal does not include any fees for obtaining record information or parcel information. The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- Dive Investigation – this work was completed under a direct agreement between the dive consultant (UCC) and the City of Grosse Pointe Park.
- Boundary survey
- Soil borings – geotechnical or environmental
- Wetland delineation or other special environmental studies; dive inspections (to be handled via a direct contract between City and dive consultant)
- Final design/bid documents/bidding/construction administration

Once the preliminary design is completed and the permit process begins, Abonmarche will prepare a proposal for final design, bidding, and construction administration.

Note: For planning purposes, typically, the total for professional fees (design, permitting, construction administration) will range from 15% to 20% of the total project cost, excluding special investigations.



FEES

Our fees to complete the above scope of services, including direct costs, are proposed for the following lump sum fees, except where noted otherwise:

Task 1 – Initiation Meeting	\$ 1,350
Task 2 - Structural Evaluation	\$ 9,500
Task 3 – Topographic Survey	\$ 5,500
Task 4 – Hydrographic Survey	(Excluded)
Task 5a – Dive Investigation Coord. (Abonmarche Scope Only)	\$ 2,500
Task 6 – Preliminary Engineering	\$ 57,300
Task 7 – Joint Permit Application	\$ 7,600
<u>Task 8 – Permit Processing Budget (Time and Materials) ⁽¹⁾</u>	<u>\$ 5,500</u>
Total Fee:	\$ 89,250

1. Task 8 - permit processing will be billed on a time and materials basis at our standard hourly rates. Typically, a straightforward permit processing fee range would be \$5,000 to \$8,000 for this type of project.

Your authorization of our standard professional services agreement (attached) will authorize us to begin the work. If you have any questions or need further clarification, please feel free to contact me at our office.

Sincerely,
Abonmarche Consultants, Inc.



Michael Morphey, PE, LEED AP
Sr. Project Manager/Waterfront Group Director



Timothy R. Drews, PE, PTOE, RSP
Vice President

cc: Martin Rivas, PE, Coastal Engineer
Chad Craig, Parks & Recreation Director
Tom Fraser, Harbormaster

Attachments: Professional Services Agreement
Abonmarche Standard Rates



AbonmarCHE Project Number: _____

AGREEMENT between (Client name), _____ (Date) _____

(Client address) _____ (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and AbonmarCHE Consultants, Inc., referred to as AbonmarCHE, located at: _____

The Client contracts with AbonmarCHE to perform professional services regarding the Client's project generally referred to as:

(Project Name) _____ (Location) _____

The professional services to be provided by AbonmarCHE, collectively referred to as the Work Plan, are as follows:

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

AbonmarCHE's proposal/work plan, dated _____ is incorporated into this Agreement by reference, and is limited to the services described therein. AbonmarCHE's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by AbonmarCHE for the Scope of Work according to the following:

(Fee/Type) _____

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by AbonmarCHE. Absent any special request from the Client, AbonmarCHE will send its standard form of invoice.

If, after receipt of an invoice from AbonmarCHE, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

AbonmarCHE invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated _____ as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by AbonmarCHE. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes AbonmarCHE to provide services described above, and that the Client is the responsible party for making payment to AbonmarCHE. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized AbonmarCHE Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: _____
Printed Name: _____	Date of Birth: _____	Title: _____
Date Signed: _____	Driver's License #: _____	Originating Office: AbonmarCHE Consultants, Inc.
Federal Tax ID: _____	Employed by: _____	_____
	Address: _____	_____
	City/State _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.

9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.
19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

does not pay for those services except when the Client is a governmental agency and lien rights do not apply.

25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
26. **Liability Limitation.** In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.
34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

[End of Agreement](#)

Engineering

Firm Principal	\$260-280
Senior Project Engineer/ Manager/ Group Director	\$180-210
Project Engineer / Project Manager	\$135-185
Staff Engineer	\$100-140
Landscape Architect	\$100-140
CADD Technician	\$85-115
Senior Construction Technician/Construction Technician/ Office Technician	\$65-115
Electrical Engineer	\$100-165
Mechanical Engineer	\$105-175
Structural Engineer	\$135-210
Senior Urban Planner	\$130-140
Urban Planner	\$100-110
Engineering Intern	\$50-65

Architecture

Lead Architect	\$180-200
Senior Licensed Architect/Project Manager	\$140-180
Project Architect/Project Manager	\$140-150
Architectural Draftsman/Designer	\$100-135
Interior Designer	\$90-115
Architectural Intern	\$70-95

Surveying

Senior Surveyor/Project Manager/Group Director	\$140-155
Project Surveyor	\$125-135
Survey Crew Manager	\$110-125
Survey Crew Chief	\$85-120
Survey Technician	\$70-100
CADD Technician	\$80-105

Digital Services

Group Director	\$215
GIS Specialist/Analyst	\$120-130

Auxiliary Services

IT Support Technician/Manager	\$140-185
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-95
Development Services Professionals	\$100-200

Effective 04/01/2024 Rates Subject to Change



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Playground Volunteer Day Recap

SUMMARY: James, Howard, and Mike will provide the commission with information from the volunteer day that was held on Saturday, September 28th.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Playground Stain and Sealer Application

SUMMARY: Brosnan Builders will be submitting a proposal to apply a sealant/stain to the playground structure. Will coordinate with staff and volunteers to leaf blow and remove cobwebs before application is applied. Work should be performed during the fall of 2024.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Willeke Gazebo at Matthew C. Patterson Park

SUMMARY: Multiple construction services, Pewabic Pottery, and a concrete and masonry consulting firm with a location in Detroit have been contacted to provide the Parks and Recreation Department with restoration recommendations and fees. Once this information has been collected, Director Craig will bring it to the commission for consideration and discussion.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Carol C. Schaap Theatre Replacement Seating

SUMMARY: I am currently working with Irwin Seating Company, who is based out of Grand Rapids. The original seating was purchased from Mississippi. Working with a local vendor will be more cost-effective. Irwin has the ability to remove all the old seating and install all the new seating as well. VIP Luxury Seating would not be able to handle the removal or installation, just the shipping of the new seating.

The vendor is recommending two different seating options. Both options are faux leather and are the same price. Both come with tradeoffs.

Option 1: vinyl/pvc - holds up better to aggressive cleaning/disinfecting. Not quite as soft as a polyurethane and isn't as breathable.

Option 2: polyurethane - has a very nice feel and is quite breathable. The drawback to this material is that it is slightly more susceptible to harsh chemicals.

Neither option is bulletproof and will fail over time. Life expectancy is 12 years, but could extend further with how our theater compares to other theaters. Both options come with a 5-year structural frame components warranty and a 2-year motor, power, electrical, operating mechanisms, and foam/fabric components warranty.

Working to schedule a time for Irwin to bring both seating options out to test out.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Grosse Pointe Park Foundation Potential Project

SUMMARY: The Grosse Pointe Park Foundation is considering a potential Boardwalk renovation or replacement project at Matthew C. Patterson Park. Two engineering and design firms have been contacted to visit the location and provide assessments and project proposals. I would also like to ask all commission members to visit the boardwalk at Patterson Park and report back with your own assessment on the current condition of the boardwalk and any potential ideas or recommendations that you might have.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director



RECREATION COMMISSION MEETING

DATE: October 10, 2024

SUBJECT: Parks and Recreation Project List

SUMMARY: I will bring a spreadsheet to the December meeting for commission members to review ongoing and future projects and maintenance items. Discussion regarding priority levels.

FINANCIAL IMPACT:

RECOMMENDATION:

PREPARED BY: Chad Craig, Parks & Recreation Director