

All Consultants shall complete the Proposal and Award page(s) and submit all information requested herein in the proposal document in its entirety, **IN ORDER FOR THE PROPOSAL TO BE RESPONSIVE. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

## **REQUEST FOR QUALIFICATIONS and PROPOSAL (RFQP)**

PROPOSAL REFERENCE No.: **RFQP 17/002**  
ISSUE DATE: March 17, 2017  
PROPOSAL RECEIPT DATE: April 07, 2017  
ANTICIPATED COUNCIL AWARD: April 25, 2017  
PROJECT: **Bridge Consulting Services**  
ISSUING OFFICE: Engineering

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Should any of the required documents be missing from your packet, immediately notify the Purchasing Department and request that they be supplied.

## **PROPOSAL SUBMISSION**

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the unit prices as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Jackson. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Jackson that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

DATE: \_\_\_\_\_

FIRM NAME: (if any) \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

PHONE NO. (\_\_\_\_)\_\_\_\_\_ FAX NO.: (\_\_\_\_)\_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_, a notary public in  
and for said county.

\_\_\_\_\_, Notary Public

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

# **INSTRUCTIONS TO CONSULTANTS**

## **Use of RFQP Forms**

These Documents represent the RFQP format which is for the convenience of Consultants. We request that Page 1 "Proposal Submission" be submitted with your proposal.

The Standard Terms and Conditions in Appendix A will become part of the contract.

## **Interpretations for Addenda**

No oral interpretation will be made to any Consultant as to the meaning of the Documents or any part thereof. Every request for interpretation shall be made in writing to the City of Jackson, Purchasing Coordinator. Only those written inquiries received ten (10) or more working days prior to the date fixed for the opening of RFQPs will receive a response. Any interpretation made to a Consultant shall be in the form of an Addendum to the Documents and, when issued, will be on file in the City Purchasing Coordinator office at least five (5) calendar days before the proposals are opened. All Addenda will be transmitted to each person holding Documents, but it shall be the Consultant's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Consultants shall be bound by such Addenda, whether or not received by the Consultant. All Addenda received shall be listed on the outside of the RFQP envelope. Any proposal received without each addendum listed by number and date received on the outside of the RFQP proposal envelope may be declared a non-responsive proposal.

## **REQUIRED TIME FOR RECEIPT OF PROPOSALS**

Each proposal must be submitted in three (3) bound paper copies with one (1) electronic copy (PDF format WITHOUT Cost Proposal) on disc or USB flash drive to the City of Jackson Purchasing Department, 161 W. Michigan Avenue, 10<sup>th</sup> floor, Jackson, Michigan 49201 no later than 3:00 pm, local time on the date given on the cover, in a sealed envelope marked with the RFQP identification number. Any proposals received after this time will not be reviewed or considered by the City.

## **PROPOSALS**

- a) All QUALIFICATION PROPOSALS must be submitted following the RFQP Format supplied by the City in this document using figures attached (when provided) and shall be subject to all requirements of this Document including the INSTRUCTION TO CONSULTANTS and QUALIFICATION PROPOSAL REQUIREMENTS sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFQP format by the Consultant.
- b) The City of Jackson may consider as irregular any proposal on which there is an alteration of or departure from this RFQP Format, as provided in the RFQP Documents, and at its option may reject the same.
- c) Each Consultant shall include in its COST PROPOSAL, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal by the Consultant shall remain effective for 90 days from the time proposals are opened.

## **ECONOMY OF PREPARATION**

Each Proposal should be prepared simply and economically providing a straightforward concise description of the Consultant's ability to meet the requirements of the RFQP. Decorative bindings, colored displays, promotional materials, etc. will receive no evaluation credit. Emphasis should be on the completeness and clarity of the content.

## **SUBCONTRACT AGREEMENTS**

Before executing any subcontract, the successful Consultant shall submit the name of any proposed subcontractor for prior approval.

## **CORRECTIONS**

Erasures or other changes in the RFQP form must be explained or noted over the signature of the Consultant.

## **TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered. Late RFQPs will be returned to the Consultant un-opened.

## **OPENING PROPOSALS**

The City of Jackson will open every eligible responsive qualification proposal received within the time set for receiving proposals. Cost proposals will only be opened for those Consultants who have deemed most qualified based on their qualifications proposal. All other cost proposals will be returned unopened to prevent potential FOIA exposure.

## **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for opening.

## **AWARD OF CONTRACTS / REJECTION OF PROPOSALS**

- a) The City of Jackson reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interests. The Consultant to whom the Award is made will be notified at the earliest possible date.
- b) The City of Jackson reserves the right to consider as unqualified to perform the Contract any Consultant who does not habitually perform with its own forces at least fifty (50%) of the work involved.
- c) The term of the contract is two (2) years and subject to two two-year renewals contingent upon approval by both parties. If both parties agree to renew the contract, unit prices shall be multiplied by a factor of 1.03 per renewal.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Consultants is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, national origin, color, religion, age, sex, height, weight, marital status, and physical or mental handicap as required by the City of Jackson's Ordinance Chapter 15-3.

## **DEFAULT TO CITY**

It is understood that any Consultant who is in default to the City at the time of opening the proposal shall have the proposal declared null and void.

## **SIGNATURES**

All proposal notifications, claims and statements must be signed as following:

- a) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation. Each signature must be witnessed and notarized.
- b) PARTNERSHIPS: Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the signing to bind all partners. If the proposal is signed by all partners no authorization is needed. Each signature must be witnessed and notarized.
- c) INDIVIDUAL: No authorization is needed, but signature must be witnessed and notarized.

## **TAX LIABILITY**

When the terms of this contract involve the lease of property, real or personal, to the City, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the term of the lease. Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the Provider of services.

## **CITY ORDINANCE AND CHARTER REFERENCES**

All City of Jackson Policies, Ordinances and Charter Sections applicable to this RFQP are available at the Jackson City Clerk's office for the Consultant's inspection and review, and the Consultant understands that it is its sole responsibility to understand and fully comply with all applicable City of Jackson Policies, Ordinances and Charter sections.

## **NOT TO EXCEED OR NON-APPROPRIATION**

The Consultant hereby recognizes that the City is a political body corporate, and that in the event the City fails to appropriate monies sufficient enough to pay its obligations herein, that the City may terminate this agreement without incurring any liability thereof.

### **INCURRING COST**

The City shall not be liable for any costs, including any travel, incurred by the Consultant prior to award of contract. The City does not intend to pay for any information obtained from the RFQP, though such may be utilized in determining the award.

### **NO THIRD-PARTY RIGHTS**

It is agreed and understood that the contract is made solely for the benefit of the City and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon this contract except by the parties signatory hereto.

### **ORAL PRESENTATION**

Those Consultants deemed most qualified based on their qualifications proposal may be required to make an oral presentation of their proposal to the City of Jackson. These presentations will provide an opportunity for the Consultant to clarify his proposal to ensure mutual understanding of its contents. The City of Jackson will schedule any such presentations.

### **ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful Consultant will become contractual obligations, if a contract is issued. Failure of the successful Consultant to accept these obligations will result in cancellation of the award.

### **NEWS RELEASES**

News releases pertaining to this request or the work to which it relates will not be made without prior written approval of the Issuing Office.

# SCOPE OF SERVICES

## INTRODUCTION

The City of Jackson is currently inviting qualified consulting firms to submit proposals for inspection and consulting associated for bridges under the jurisdiction of the City of Jackson.

The scope of services to be performed by the Consultant shall be divided into the tasks outlined below. At a **MINIMUM**, these tasks shall address:

### Task I. NBIS Bridge Inspections

Perform in-service safety inspection of bridge structures in accordance with National Bridge Inspection Standards (NBIS). See the section titled "Bridge Safety Inspection per National Bridge Inspection Standards" for inspection requirements. NBIS will be required for Bridges 1-15 on the City of Jackson Bridge List.

### Task II. Special Bridge Inspections

Deliverables for Special Bridges will be Bridge or Culvert Safety Inspection Report, Work Recommendations, and Photographs. Reports shall be as specified for NBIS Bridge Inspections. Special Bridge Inspections will be required for Bridges 16-20 on the City of Jackson Bridge List.

### Task III. Stream Bed Cross-Sectioning

When directed, perform Stream Bed Cross-Sectioning of NBIS Bridges.

### Task IV. Bridge Consultation

On an "as-needed" basis, the bridge consultant will provide engineering services to assist the City in implementing necessary bridge activities. Consultation may include, but is not necessarily limited to the following:

- Identify bridge maintenance priorities and prepare cost estimates. Working with the City, identify those activities which can be performed by the City Department of Public Services (DPS) and those which must be contracted.
- For contracted maintenance activities, provide complete contract support.
- For DPS maintenance activities that require use of specialized materials or methods, provide materials lists and sources and instructions on implementation.
- Inform and advise the City of Jackson regarding MDOT or Federal bridge inspection requirements.

Bridge maintenance consultation will be performed for specific tasks that are approved in advance by the City. The consultant will be required to provide estimates of man-hour requirements and receive written approval before starting work on any specific request for assistance. Major bridge consultation activities will require a contract amendment.

## **CITY'S RESPONSIBILITIES**

The City will have the following responsibilities in conjunction with a contract resulting from this RFQP.

1. Provide information as to the City's requirements for the project and make available all pertinent information which may be useful in the project work, including any drawings or equipment data relative to the project.
2. Designate in writing a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions with respect to materials, equipment and other such elements pertinent to the work.
3. Coordinate as necessary the efforts of the consultant to make provisions to enter upon public or private land as required to perform his work.
4. Examine all studies, reports, estimates, proposals and other documents prepared by the consultant and render in writing, if necessary, decisions pertinent thereto within a reasonable time.
5. Direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the consultants of the appropriateness of such action.
6. Direct the consultant in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the consultant detailing as to cost, time (schedule), and reason for such special services or extra work.

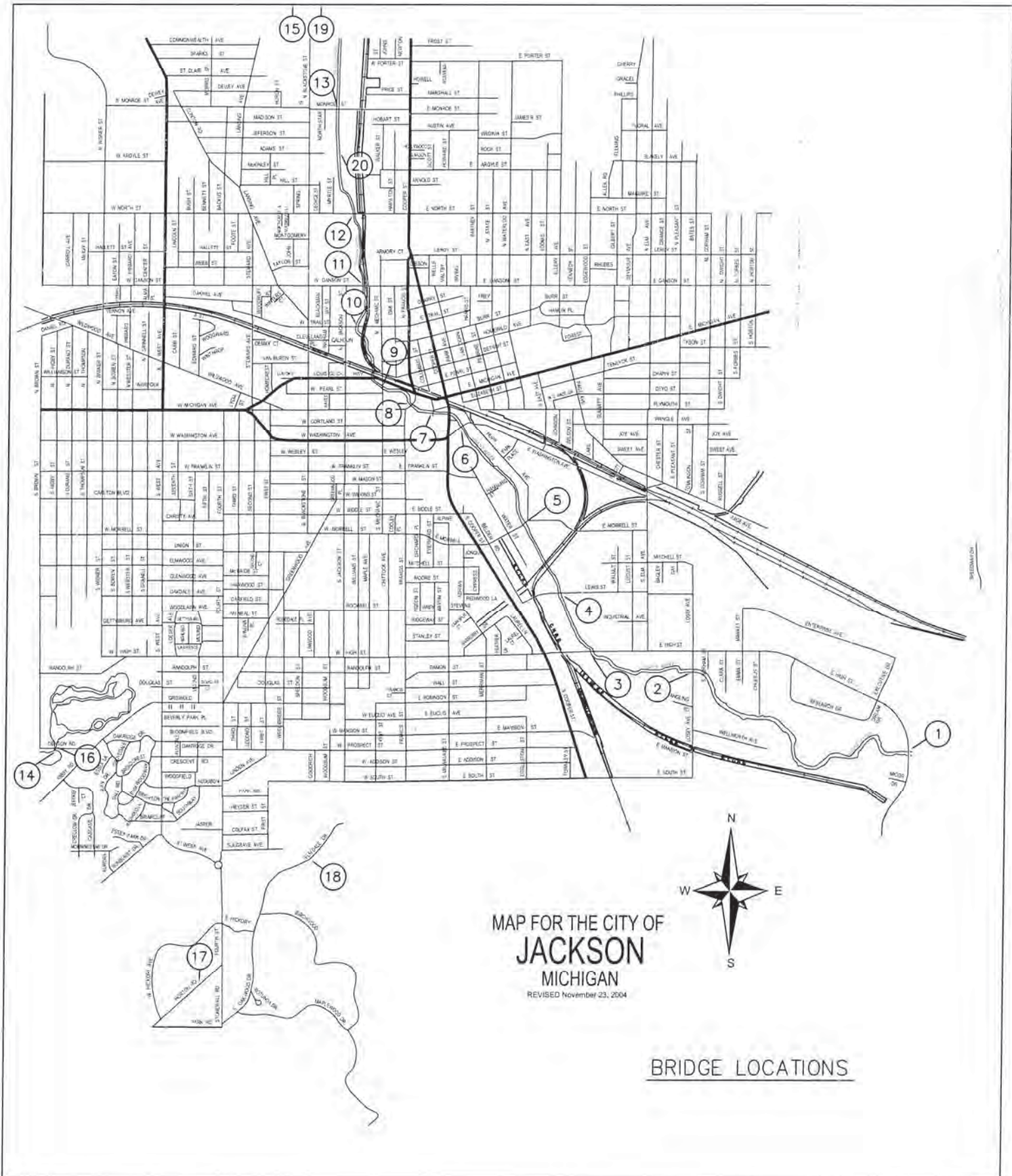
The consultant will develop or obtain from other agencies all other material, information and data necessary to perform the work.



# CITY OF JACKSON BRIDGE LIST

3/16/2017

MAP ID	LOCATION DESCRIPTION	FEDERAL STRUCTURE ID	INSPECTION TYPE	INSPECTION FREQUENCY	LAST INSPECTION	LAST X-SECTIONS	CONSTRUCTION DATE
1	E HIGH ST OVER GRAND RIVER, EAST	384345000015B02	NBIS	12	10/4/2016	10/10/2008	1963
2	LOSEY AVE OVER GRAND RIVER	384345000182B01	NBIS	24	10/4/2016		2005
3	E HIGH ST OVER GRAND RIVER, WEST	384345000013B01	NBIS	24	10/4/2016	10/10/2008	1968, REHAB & OVERLAY 2011
4	LEWIS ST OVER GRAND RIVER	385345000109B01	NBIS	24	NA		2015
5	E MORRELL ST OVER GRAND RIVER	384345000023B01	NBIS	24	10/4/2016	10/9/2008	1936, 1982, OVERLAY 2007
6	E WASHINGTON AVE OVER GRAND RIVER	384345000045B01	NBIS	12	10/4/2016		1984, POSTED
7	COLUMBUS ST OVER GRAND RIVER	385345000427B01	NBIS	24	10/4/2016		1987
8	FRANCIS ST OVER GRAND RIVER	384345000155B01	NBIS	24	10/4/2016		1903, 1967, OVERLAY 2000, MILL & REPAVE 2016
9	MECHANIC ST OVER GRAND RIVER	384345000146B01	NBIS	24	10/4/2016		2009
10	TRAIL ST OVER GRAND RIVER	384345000064B01	NBIS	24	10/4/2016	10/9/2008	1970, REHAB 2013
11	W GANSON ST OVER GRAND RIVER	384345000070B01	NBIS	12	10/5/2016	10/9/2008	1956
12	W NORTH ST OVER GRAND RIVER	384345000079B01	NBIS	24	10/5/2016		1989
13	W MONROE ST OVER GRAND RIVER	384345000087B01	NBIS	24	10/5/2016	10/9/2008	1919
14	DENTON RD OVER SPARKS FDN PARK POND	384345000001B01	NBIS	24	10/4/2016		2007
15	SEWAGE PLANT DR / GRAND RIVER	385345000002B01	NBIS	24	10/5/2016	10/10/2008	1934/1997
16	DENTON RD PED BRIDGE OVER SPARKS FDN PARK POND	NA	SPECIAL	24	10/4/2016		
17	HORTON RD STONE CULVERT PED UNDERPASS	NA	SPECIAL	24	10/4/2016		
18	ELM DR CULVERTS WITHIN SHARP PARK	NA	SPECIAL	24	10/4/2016		
19	WWTP CULVERTS (4 TOTAL AT 2995 LANSING AVE)	NA	SPECIAL	24	10/5/2016		
20	LIONS PARK PED BRIDGE OVER GRAND RIVER	NA	SPECIAL	24	10/4/2016		2010



**CITY OF JACKSON**  
**BRIDGE SAFETY INSPECTION**  
**PER**  
**NATIONAL BRIDGE INSPECTION STANDARDS**

**March 15, 2017**

The City of Jackson is seeking a proposal from qualified consulting engineering firms (CONSULTANT) to perform in-service safety inspection of bridge structures on local owned bridges in accordance with National Bridge Inspection Standards (NBIS). This is termed "Bridge Inspection." This project will be under the direction of the City of Jackson Project Manager (PM).

**I. PURPOSE**

In accordance with the Code of Federal Regulations 23-CFR-650, subpart C, each bridge under City of Jackson jurisdiction is periodically inspected following the Federal Highway Administration (FHWA) NBIS. For the bridges identified on the BRIDGE LIST, a "Routine" inspection will be performed by a qualified consultant. There are several steps in the process of this work and there may be a need to for follow-up action.

The deliverable for this authorization will be the "Inspection Report." This report will have several components as noted below and will be attested to be accurate and complete under seal of a professional engineer.

**II. DURATION & SCHEDULE**

**A. Bridge Inspection Dates**

Each bridge must be inspected within the month of the due date, as established by the date of the previous inspection, and the frequency determined by the previous inspector. These dates are shown on the BRIDGE LIST. In no case shall the inspection date exceed 24 months from the previous date

Failure to complete all inspection by the due date will be considered as failing to meet the terms of this authorization and may result in the cancellation of the contract.

The CONSULTANT must be prepared to begin the field inspection work within one week after receiving an executed contract.

**B. Meeting Dates**

The CONSULTANT is required to attend an initial pre-inspection meeting within ten (10) days after Council award. See Section V-A, Pre-Inspection meeting, for topics to be discussed.

### **III. STAFF QUALIFICATION REQUIREMENTS**

Each bridge on the list must be inspected by a CONSULTANT team composed of a Qualified Team Leader (QTL) and a staff person. The CONSULTANT must have these two individuals present on site during the inspection to fulfill the requirements of the contract. The CONSULTANT may utilize additional personnel, but the City of Jackson will not pay for the additional staff.

Following are the minimum qualifications necessary for the required personnel. This must be documented with resumes in the Qualification Proposal.

#### **A. CONSULTANT Project Manager**

1. Administrative manager with authoritative control over the inspection teams and demonstrated project management experience.
2. Primary contact between the City of Jackson and the CONSULTANT. The inspection QTL may be delegated with the Project Manager responsibility.
3. Will perform project contract Quality Control as stipulated in Section V-C.

#### **B. CONSULTANT Qualified Team Leader, QTL:**

1. Must meet the requirements of NBIS for a QTL. See Code of Federal Regulations, 23-CFR-650 Section 650-309.
2. Professional registration as an engineer, licensed to practice in the State of Michigan.
3. Minimum of three years of documented experience in the in-service safety inspections of bridges.
4. Completed the NHI # 130055 "Safety Inspection of In-Service Bridges" class within the last five years. If the QTL has attended this class more than five years ago, he / she must have taken the NHI #130053A three day Bridge Inspection Refresher course within the preceding five years, or attended 24 hours of bridge inspection professional development in the preceding five years.

#### **C. Field Staff assisting the CONSULTANT QTL:**

1. A technical staff person with three years of experience in inspection, design, or construction of bridges or
2. Recent graduate engineer working at the staff engineer or entry level position.

The above listed classes for the QTL are encouraged, but not required for the field staff.

If the QTL that is approved under this authorization is unable to finish the work of the entire project, the authorization may be terminated. The CONSULTANT can submit a backup QTL for approval with the initial submission of the proposal. However, if any one person identified in the proposal is rejected by City of Jackson, the entire proposal will be considered non-responsive and rejected.

#### IV. GENERAL DESCRIPTION OF THE WORK

Bridge safety inspections are done to insure the safe use of the structures by the motoring public. To accomplish this, the National Bridge Inspection Standards (NBIS), AASHTO, *Manual for Condition Evaluation of Bridges* and, the *Bridge Inspection Reference Manual* are to be used as guidance to complete the inspection and provide necessary information. Additional guidance documents and manuals are listed in the appendix.

For the purposes of this project, bridge inspection is broke into four phases: bridge file review, inspection of the bridge in the field, completion of the reports, and communication of the findings to City of Jackson OWNER. Each of these phases must be completed for successful completion of the project.

##### **A. Bridge File review**

In this phase of the work the CONSULTANT will review previously compiled reports and bridge data on file within the Michigan Department of Transportation's web-based MiBridge Bridge Management and Inspection System application.

##### **B. Field Inspection**

The CONSULTANT team will visit each bridge site and perform an inspection according to the NBIS and AASHTO manual description for a "Routine" inspection. This will be done with a visual inspection and non-destructive tests (NDT). Several reports, described below, will be completed by the QTL while performing this inspection.

###### **1. Observations**

The CONSULTANT QTL will observe all of the bridge components and record their findings ratings in red ink on the appropriate inspection report. This information will be entered into MiBridge.

There must be sufficient comments for each element in the reports to outline its condition and to justify the rating given. Some of the previous reports may not have complete comments. The lack of previous information does not exempt the CONSULTANT QTL from providing sufficient comments for each element to outline its condition. Follow the rating guidelines provided in the system, unless there are circumstances, particularly if they are safety related, that in the judgment of the QTL do not fit within these guidelines. In this case, the inspector will document the reason for the deviation in the respective comment section.

NBIS sets a maximum of 24 months between inspection intervals. However, structures in poor condition or with rapidly changing conditions may require inspection sooner than 24 months. It is the responsibility of the CONSULTANT QTL to determine the inspection frequency and notify the City of Jackson PM when a frequency is to be changed. The *Bridge Inspection Frequency Guidelines* will assist the CONSULTANT QTL in setting the frequency.

The CONSULTANT QTL must render a professional judgment as to the need for structural analysis or loading rating of the given structure. It may also be necessary to recommend temporary load restrictions and/or changes to the inspection frequency.

If there is an area of concern that requires traffic control or special inspection / testing, the CONSULTANT must notify the City of Jackson PM with a "Request for Action" (RFA) form. See "Notification for Unusual Situations" below.

Stream and river bed scour must be evaluated to ensure the foundation for the bridge has adequate support. The CONSULTANT QTL will perform a scour inspection around all structural elements that are located in water up to six feet deep utilizing the wade and probe or the boat and probe methods.

Substructure elements in water over six feet will be inspected by a diver under a separate contract.

Information on scour must be reported on the Bridge Safety Inspection Report (BSIR). If there is loss of bearing or undermining of a footing that is safety concern, this must be reported to the City of Jackson PM using the RFA. If the loss of bearing is sufficient to be of immediate concern for the component to structurally support the bridge, the CONSULTANT will notify the City of Jackson PM on an emergency basis (See Section IV-B-2, "Notification for Unusual Situations" below).

In addition, for every other routine inspection (maximum of every four years), the elevation of the stream or river bed relative to an established datum must be measured for all structures over water. These measurements must be taken at locations along the length of the bridge spans that are over a stream or river bed, and recorded on the "Stream Cross Section Report" form (See Worksheet Instructions). This information must be compared to the previous data in the form of a graph.

The CONSULTANT QTL must determine if the structure has been hit by a vehicle and damaged. If the damage has occurred since the last inspection, this damage must be documented with a description and photographs.

During the inspection, the CONSULTANT QTL will evaluate the structure for long and short term maintenance and repairs, and record this information on the "Work Recommendations" form of the BIR.

## 2. Notification for Unusual Situations

One of the primary reasons for bridge inspection is to determine if there are any unusual circumstances or situations that could affect the continued safe operation of the bridge, or where it could be costly if repair action is delayed. The CONSULTANT QTL must determine whether the bridge can safely remain in service until the next inspection date. The CONSULTANT QTL must identify the cause of any unusual circumstances or situations and notify the City of Jackson PM within a time frame appropriate for the situation.

Communication of these situations is accomplished formally by using a RFA. The CONSULTANT must properly complete this form and deliver it to the City of Jackson PM in a timely manner to ensure this communication takes place.

This form does not preclude advising the City of Jackson PM immediately by phone, or other means, of imminent circumstances. However, the CONSULTANT is still obligated to complete the form. If the situation warrants, the form should be delivered on an expedited basis, faxed or e-mailed, and the CONSULTANT must get confirmation of the delivery.

The RFA should not be used to convey the ordinary information that belongs on the BIR. Below are some of the situations that may trigger a RFA:

- Deficient Structural Conditions

If a condition exists on a structural component that warrants a structural analysis (see "Load Analysis" Section IV-D below) or further investigation to determine if the capacity of the element in question is capable of safely carrying the intended loads, the CONSULTANT is required to inform the City of Jackson PM with a RFA form. An example is an exposed or broken pre-stressing strand in PCI beams or box beam super-structures.

- Functional Conditions

Situations that exist in and around the structure that are not a part of a structural element, but could require immediate attention are termed functional problems. Some of these are damaged approach

guardrail, erosion of the shoulder, settled approach pavement, missing load posting or height restriction signs, damaged or broken light poles and sign supports.

- Suspect Conditions Requiring Further Consideration or Testing

The CONSULTANT QTL will perform the routine inspection in the best manner possible on these structures and document any areas that need further consideration or testing.

The CONSULTANT QTL will inform the City of Jackson PM using a RFA form of the need to perform supplemental in-depth inspections on structures for such things as:

- Where a portion of the structure cannot be inspected by routine inspection methods.
- Where there are many structural members in need of measurement for excessive loss of section, or need NDT for evaluation.
- Where there is a need to mechanically remove a lot of scale to get measurements.
- Where there is a need to coordinate with others', such as closing a lane, to closely examine the structure.
- If there is a crack or suspected crack in a structural steel component, the CONSULTANT must clearly document this on paper with narrative and photographs.

If testing is to be performed in conjunction with the routine inspection, the CONSULTANT must inform the City of Jackson PM prior to the testing so arrangements may be made to witness the process. The City of Jackson PM will not delay the CONSULTANT in performing this work and will not require a return trip to perform the test.

### C. Inspection Reports

As stated in Section I, "PURPOSE", the deliverable for this authorization will be the Inspection Report. The CONSULTANT will be assigned the structures for inspection in MBIS. The assignment will last for 90 days.

A Bridge Inspection Report (BIR) has several components that will vary from bridge to bridge, but that will include at least the "*Bridge Safety Inspection Report*", MDOT form 2502 (BSIR), the "*Culvert Safety Inspection Report*" (CSIR), the "*Structure Inventory and Appraisal*", MDOT Form 1717a (SI & A), and the "*Work Recommendations*". Additional documents may also be necessary depending on the circumstances at the bridge and its condition. Some of these are the RFA form, the "*Streambed Profile*" form, field notes, sketches, and pictures. The BSIR, SI&A, and the work recommendations are to be completed and the data saved on-line in MiBridge.

All of the documents created by the inspection will be assembled in a binder and presented under cover of a letter stating that the inspections have been performed in accordance with this scope of services, and that all appropriate procedures and guidelines have been followed. This letter will also have the professional registration seal of the QTL or CONSULTANT PM. An additional unbound black and white copy will be presented with the information separated for each bridge for the bridge owner's bridge files.

The following documents are typical for each bridge. Other reports may be necessary as conditions warrant.

- Bridge Safety Inspection Report (BSIR), MDOT form 2502
- Structure Inventory & Appraisal Form (SI&A), MDOT form 1717a
- Work Recommendations Report

- Stream Cross Section Report Form
- Photographs and Posting Document

Bridges that are load posted must have a picture taken of the correct load posting sign with the bridge in the background. This picture will be stapled to the SI&A form and the “*Load Analysis Summary*” form, and submitted to MDOT’s, Bridge Management Unit. If the signs at the bridge are in place at the time of the field inspection, the CONSULTANT will prepare the documents so the City of Jackson can send them to MDOT.

#### **D. Load Analysis**

The NBIS requires that all bridges have an initial load rating calculated, and the rating re-evaluated when the condition or loading of the bridge has changed. Deterioration of structural components over time may get to the point where the structure may have to be load restricted. Overlays, attachment of appurtenances, or situations may also trigger the need to re-evaluate the load rating. It is the Inspection QTL’s responsibility to assess the overall condition of the structure, render a judgment as to need for a re-evaluation, and document his/her judgment in the general comments section of the BSIR.

Load rating analysis is not required at every routine inspection and is dependent on conditions determined during the inspection. Therefore, the City of Jackson PM will evaluate the inspector’s recommendations and decide on the best course of action based on the circumstances. The CONSULTANT will not proceed with the calculations until authorized by the City of Jackson PM.

If the load rating is necessary, based on the information provided during the inspection, the CONSULTANT will provide the City of Jackson PM the information below.

1. Qualifications of load rating engineer:  
NBIS requires a registered professional engineer be responsible for load rating calculations.
2. Statement of need:  
The CONSULTANT QTL will document the deterioration or conditions that are the cause of the need for load rating the structure. This will include all measurements of loss of section and location on the members where the deterioration is evident. This will be recorded in narrative and sketches with dimensions in sufficient detail that the load analysis can be completed. Photographs will be taken, both panoramic and close-up with a ruler or other object in the frame which will give proportion. The photographs will be annotated with a description what is in the photo and its location.
3. Provide an estimate of engineering hours to complete the necessary calculations. This will be used with the hourly rate stipulated in the Cost Proposal.
4. Procedure:  
The procedures in the MDOT Bridge Analysis Guide (BAG), latest edition, will be used to determine the Operating and Inventory ratings.
5. Documentation:  
An Assumption Sheet and a Summary sheet will be completed. The Summary Sheet will be sealed by the professional Engineer doing the calculations. All calculation sheets / computer output sheets, etc. become the property of the bridge owner and will be delivered under letter of transmittal for inclusion in the Bridge File.



## **V. CONTRACT ADMINISTRATION**

### **A. Pre-Inspection Meeting**

A Pre-Inspection meeting will be required for this project. The meeting location will be at a location determined by the City of Jackson PM.

The CONSULTANT will prepare an agenda and submit it to the City of Jackson PM prior to the meeting. The CONSULTANT will also keep notes of the meeting and provide "Meeting Minutes" within one week after the meeting.

This meeting is intended to exchange information regarding the general procedures for communication, review the schedule, discuss emergency procedures and communication, and discuss any open questions to that point before the first inspection begins.

### **B. Project Quality Control**

The CONSULTANT will submit a project quality control plan with their proposal that will accomplish at a minimum the following:

1. Confirm that all QTLs have the required documents and certificates to substantiate their qualifications.
2. Confirm that the inspection process and procedures meet the requirements of the NBIS.
3. Review completed reports to insure that completed inspections conform to the current requirements of the NBIS and provide written documentation of said review.

### **C. Responsibilities of City of Jackson**

The following activities and information will be provided by the City of Jackson PM, where applicable, to the CONSULTANT.

- Assign the structures to be inspected to the CONSULTANT in MiBridge.
- Provide access to the hard copy bridge files which may have:
  - Previous stream bed cross section reports.
  - Previous work recommendations.

## **VI. GENERAL**

### **A. Personal Safety Equipment**

The CONSULTANT will be required to provide all personal safety equipment for those people working in the field. Some of the required items are hardhats, safety shoes, safety vests, gloves, safety harnesses, eye protection, etc.

Any person found to not have the required safety equipment will be asked to leave the City of Jackson right of way. If there are repeated cases of this, the authorization with the CONSULTANT will be terminated.

### **B. Inspection Equipment**

The CONSULTANT must provide the following equipment as suitable for the inspection of the bridge. The use of this equipment during the inspection is considered part of the Lump Sum price.

#### **1. Inspection Vehicle**

The CONSULTANT will provide a vehicle with high visibility marking and or lighting for use during inspection. This vehicle will provide transportation for the inspection staff and the necessary equipment.

#### **2. Boat**

The CONSULTANT is required to have a small boat with a motor available for the purpose of inspecting those bridges which are over water and are too deep to wade. This is typically a small aluminum boat or inflatable Zodiac style of boat with a small motor.

The CONSULTANT will be responsible for insuring the boat is safe for operation and is operated in a safe manner utilizing all required safety equipment.

#### **3. Computer**

The CONSULTANT is required to have a computer with internet connection. A laptop computer for use in the field would be helpful but is not required.

The computer must have access to a printer to print the report documents for the field and the final report.

#### **4. Non-Destructive Testing (NDT)**

The inspection process does not require a lot of testing but spot checking by sounding concrete for delaminations, checking for suspected cracks in steel, and measuring for section loss in areas of heavy corrosion is required.

The following equipment is necessary to perform these tests:

- Calipers and thickness gauges
- Dye penetrant test kit
- Chain drag or sounding rod or hammer

## 5. Cell Phone

While in the field, the QTL must have a cellular telephone. The phone numbers must be provided to the City of Jackson PM at the Pre-Inspection meeting.

## 6. GPS

The CONSULTANT must have a handheld Global Positioning Satellite (GPS) locator to determine the latitude and longitude of the bridge. This will be pinned on to the SI&A form for the City of Jackson to forward to MDOT, Bridge Management Unit.

## 7. Camera

The CONSULTANT must have a digital camera that can clearly record images of pertinent items found during the inspection. One color copy of the pictures must be given to City of Jackson as part of the Inspection Report along with the electronic file.

## 8. Hand Tools

The CONSULTANT must provide the hand tools necessary to complete the inspection. Some of these are ladders, waders, hammers, lighting, marking paint, measuring tapes, etc.

### **C. Traffic Control**

Traffic control for closing a lane is not required for this project. The inspection is expected to be done from the shoulders or the median. Some safety equipment for working on the shoulder is necessary such as traffic cones, flashers on the vehicles, flexible roll-up sign for "Men Working Ahead", etc. If the shoulders are too narrow to do the inspection safely, the CONSULTANT is to recommend a supplemental in-depth inspection. Any additional traffic control required for inspections will be provided by the City of Jackson

### **D. Release of Information**

The CONSULTANT may not release any information about the bridge or the Inspection to anyone outside of City of Jackson. Failure to abide by this stipulation could result in penalties as a result of the Homeland Security Act.

The CONSULTANT is not allowed to make copies of the information in the bridge files unless given written approval from the City of Jackson PM.

### **E. References**

The CONSULTANT is to have the following reference material and be familiar with their contents.

1. National Bridge Inspection Standards (NBIS) Federal Code of Regulations, 23 CFR 650.
2. AASHTO Manual for Condition Evaluation of Bridges, 1994, and subsequent interim changes or the most recent version.
3. Michigan Structure Inventory and Appraisal Coding Guide, latest edition.
4. FHWA Publications:
  - a. Bridge Inspector's Reference Manual (BIRM), latest edition.
  - b. Culvert Inspection Manual, Report No. FHWA-IP-86-2.

- c. Inspection of Fracture Critical Bridge Members, Report No. FHWA-IP-86-26.
- d. Recording and Coding Guide for the Structure Inventory and Appraisal of Nation's Bridges, Report No. FHWA-PD-96-001, December 95.

## **F. Terms and definitions**

The following terms and definitions apply to this Scope of Services

- 1. Bridge Owner (Owner)  
The person within the local agency responsible for ensuring bridge inspection is completed to the requirements of the Nation Bridge Inspection Standards.
- 2. City of Jackson  
The local government agency issuing the contract.
- 3. City of Jackson PM (Project Manager)  
The person administering the contract for the local government agency.
- 4. CONSULTANT PM (Project Manager)  
The person responsible for administration of the contract for the consulting firm.
- 5. Inspection QTL  
Person meeting the qualifications of the NBIS to do bridge inspection.
- 6. NBIS  
National Bridge Inspection Standards, 23-CFR-650
- 7. MiBridge  
The Michigan Department of Transportation's web-based Bridge Management and Inspection System application for the entry and retrieval of bridge inspection reports.
- 8. Bridge Inspection  
Periodic safety inspection of bridge structures to "Routine" standards of the NBIS.

## **G. References**

**The following Publications and Guidelines can be found at the Michigan Department of transportation, Bridge Operations Webpage:**

[http://www.michigan.gov/mdot/0,1607,7-151-9625\\_24768---,00.html](http://www.michigan.gov/mdot/0,1607,7-151-9625_24768---,00.html)

MDOT Bridge Analysis Guide, including Assumption & Summary Sheets.

MDOT Bridge Inspection advisory notes.

MDOT Bridge Inspection Frequency Guidelines.

MDOT Bridge Deck Repair Matrix.

MDOT Bridge preservation work activity list.

MDOT Bridge Scour Cross Section Worksheet.

# **CRITERIA FOR SELECTION**

All Qualifications Proposals received shall be subject to an evaluation by City of Jackson Engineering personnel. The following factors will be considered in making the selection (review "Proposal Evaluation Work Sheet" attached as the next page of this document):

## **EXPERIENCE/QUALIFICATIONS**

Experience and qualifications will be measured by the firm's character, integrity, and competence in managing projects of similar size and scope; and experience of the principals and key staff assigned to the proposed operation. It will also be based on the experience and qualifications of the principals and key staff assigned to the individual tasks related to this project.

## **UNDERSTANDING OF THE PROBLEM**

Based upon the understanding exhibited by the statements of work presented in the proposal.

## **METHOD OF APPROACH**

Referring to the technical soundness of the Consultant's stated work plan for the project, the comprehensiveness of the proposed work tasks, the techniques to be used and the products to be delivered.

## **LEVEL OF EFFORT**

Evaluation of the amount of staff hours and number of hours assigned to each staff.

## **PRICE**

The qualifications proposals will be evaluated using the four criteria listed above prior to review the cost proposals. The price proposals will be evaluated only for those Consultants deemed most qualified by their qualification proposal.



# **QUALIFICATION PROPOSAL REQUIREMENTS**

Qualification proposals must be submitted in the format outlined below:

## **BUSINESS ORGANIZATION**

State the full name and address of corporate or home office of your organization. Indicate whether you operate as an individual, partnership or corporation; if a corporation, indicate the state in which you are incorporated. If appropriate, state whether you are licensed to operate in the State of Michigan.

If applicable, provide the full name and address of any branch office or other subordinate element that will be performing part or all of the work. Indicate the relationship of the subordinate element to the corporate or home office as well as how much and what parts of the work it will perform.

## **STATEMENT OF PROBLEM**

State in precise terms your understanding of the problem presented by this RFQP.

## **WORK PLAN**

Describe in narrative form your technical plan for accomplishing the work. Explain the choice of methodology, particularly its strengths and weaknesses.

## **QUALIFICATION QUESTIONNAIRE**

State in precise terms your responses to the questions on the Qualification Questionnaire.

## **AUTHORIZED NEGOTIATIONS**

Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the Issuing Office.

## **ADDITIONAL INFORMATION**

The Consultant may also include any information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

## **QUALIFICATION QUESTIONNAIRE**

The Consultant shall provide the following information with the Proposal for the purpose of evaluating the qualifications of the firm to perform the work provided in the RFQP.

- A. Describe your firm's experience in performing engineering services similar to the services requested by this RFQP. Do not describe the experience of branch or corporate offices that will not have personnel directly involved in providing the requested services.
- B. List the key personnel by name and title that will be working on this project along with their degree-specialty-registration and the number of years of experience, both total years and years with your firm. Attach resumes and copies of training certificates attesting to re-current training requirements. Indicate the physical location of each individual's workstation or base of operations (project lead office, subordinate branch office, etc) while working on the project.
- C. List representative completed projects within the last five years for which your firm was designated principal-in-charge or prime Consultant. List should include name and type of project, location, year completed, name and address of owner.



# COST PROPOSAL

**This portion of the proposal must be submitted in a sealed and separate envelope inside your submittal and clearly marked "RFQP 17/002: Bridge Consulting Services".**

Cost proposals will be evaluated after a review and evaluation of each consultant's Qualifications Proposal. Cost proposals will only be opened for those respondents who have been deemed most qualified based on their qualifications proposal. All other cost proposals will be returned unopened to avoid potential FOIA exposure.

Proposal prices shall include all engineering costs and expenses to complete each task. Task cost shall include compensation for all labor, equipment, materials, reports, project management and review, scheduling, coordination and transportation. No added cost will be allowed for overtime, weekend or holiday work.

## Work Task Descriptions

### Task 1. NBIS Bridge Inspections

The lump sum price will be full compensation for all NBIS Bridge Inspections.

### Task 2. Special Bridge Inspection

This Lump Sum price will be full compensation for all Special Bridge Inspections.

### Task 3. Load Rating Calculations

Provide an hourly rate for a registered Professional Engineer (Michigan) for the purpose of performing load rating calculations. This will be utilized on a case by case basis and only after approval of the need and estimate by the City of Jackson.

### Task 4. Stream Bed Cross-Sectioning

Will be paid for those bridges that require Stream Bed Cross-Sectioning. This proposal amount will be paid for each structure where it is required.

### Task 5. Bridge Consultation

Provide an hourly rate for the purpose of performing miscellaneous consultation. This will be used on a case by case basis as authorized by the City of Jackson.

## Additional Inspection Needs

It is recognized that the inspection process may uncover the need for additional investigation requiring special non-destructive testing and traffic control. The CONSULTANT will submit a recommendation with justification and documentation of the need for this work, and an estimated cost after completion of the routine inspection.

If approved by the City of Jackson Project Manager, a separate contract for this work will be issued. The CONSULTANT will be required to perform this work expeditiously utilizing the same inspection team. Failure to respond in the necessary time frame will cause City of Jackson to get the work done by other means and could result in cancellation of the remaining work of this contract.

The City of Jackson reserves the right to seek a new RFQP for Additional Inspection Needs.

**BRIDGE CONSULTING SERVICES  
COST PROPOSAL  
SCHEDULE OF UNIT PRICES**

TASK NO.	WORK TASK DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE \$	TOTAL COST \$
1	NBIS BRIDGE INSPECTIONS	LSUM	1		
2	SPECIAL BRIDGE INSPECTIONS	LSUM	1		
3	LOAD RATING CALCULATION	HR	40		
4	STREAM BED CROSSING SECTION	EA	5		
5	BRIDGE CONSULTATION	HR	40		
TOTAL					

## APPENDIX A

### CITY OF JACKSON STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE AGREEMENT

These Standard Terms and Conditions for Professional Service Agreement (Standard Terms) are incorporated into the Contract for Professional Services between City of Jackson (Owner) and the undersigned, Professional Service Provider (PSP) and are to be part of said Owner - PSP Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a Owner - PSP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amount identified in PSP's proposal dated \_\_\_\_\_, 20\_\_\_\_\_, (Proposal) constitutes a NOT TO EXCEED Contract dollar amount and shall be deemed full remuneration for all professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in the Proposal and the Owner's Request for Proposal (RFP) dated \_\_\_\_\_, 20\_\_\_\_\_. Said RFP is hereby incorporated by reference as if set forth in full and shall be deemed part of the Standard Terms.

1. **SERVICES:** The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFP.
2. **COMPENSATION:** In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Proposal in accordance with the terms of payment set forth herein.

In consideration of any extra or additional services provided by PSP that are beyond the scope of the RFP and Proposal, Owner shall reimburse PSP on a time and material basis for all actual and reasonable labor and out-of-pocket expenses. Provided however, preliminary cost estimates for providing extra or additional services shall be presented to the Owner for review and written approval prior to performance by PSP.

3. **TERMS OF PAYMENT:** Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same.
4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by Owner of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to Owner. The PSP will provide general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSP does not guarantee the performance of the contractor(s) by PSP's performance of such construction observation. Provided, however the PSP is responsible to promptly notify the Owner of substandard performance by the contractor(s) that PSP knew or should have known was unacceptable. The PSP's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSP shall have authority on behalf of the Owner to reject work by the contractor(s) which does not conform to Contract Documents.

6. **INSURANCE:** Where Owner requires that project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSP as an additional insured. Owner shall require Contractor(s) to submit certificates evidencing proof of such coverage directly to PSP who shall be responsible for ensuring required language is included in Owner's contract documents to satisfy this requirement.

The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP.

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$500,000 for each occurrence. Commercial General Liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

The PSP shall demonstrate a valid Worker's Compensation and Employer's Liability Insurance coverage, as required by the State of Michigan, is in force for all its employees.

All insurance policies shall be issued on an occurrence basis by financially responsible insurance companies licensed or approved by the State of Michigan and acceptable to the Owner.

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.
8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.
9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.
10. **OWNER OBLIGATIONS:** Owner shall at no cost to PSP:
  - A. Provide all information to PSP as identified in the RFP.
  - B. Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
  - C. Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.

- D. Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
  - E. Furnish to PSP prior to any performance by PSP a copy of any engineering, design, and construction standards which Owner shall require PSP to follow in its performance of services under the Contract.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, PSP expressly agrees to indemnify, defend and hold Owner harmless against all claims, suits, damages, expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from PSP's performance of this Contract, based upon any act or omission, negligent or otherwise, of PSP or any employee, subcontractor or other person acting on PSP's behalf in connection with or incident to this contract or the work to be performed hereunder. PSP shall not be obligated to indemnify Owner for the Owner's own negligence. PSP's obligation to indemnify, hold harmless and defend Owner shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities provided by law.
  12. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Michigan.
  13. **NO ASSIGNMENT:** Neither party shall assign its rights, interests or obligations under the Contract without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
  14. **NO WAIVER:** The failure of either party to enforce, at any time, the provisions of the Contract shall not constitute a waiver of such provisions or the right of Owner or PSP at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
  15. **VENUE:** The parties agree that any action relating to the Contract shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan, and each party waives the right to change of venue.
  16. **NEGOTIATED:** It is agreed by the parties hereto that the Contract is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of the Contract.
  17. **CONFLICTING TERMS.** If any term or provision of these Standard Terms and Conditions are in conflict with the Proposal/Contract Agreement between the parties, or any addendum thereto, the provisions or terms of the Standard Terms and Conditions shall control.
  18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties and supersedes all prior and contemporaneous agreements, negotiations and representations of any kind, both written and oral, with respect to the subject matter of this Agreement. This Agreement supersedes any agreements submitted by the Contractor, and in the event of conflicting provisions, the provisions of this Agreement as drafted by the City shall control even if an agreement, specification or proposal submitted by the Contractor was executed contemporaneously with this Agreement and even if the agreement, specification or proposal submitted by the Contractor claims to supersede this Agreement. This Agreement may be amended only by a written instrument signed by the PSP and the Owner.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Project Identification: \_\_\_\_\_

Professional Service Provider, (PSP)

\_\_\_\_\_  
(Type Name of Company)

\_\_\_\_\_  
Witness

By \_\_\_\_\_

Its \_\_\_\_\_

City of Jackson, (OWNER)

\_\_\_\_\_  
Witness

By \_\_\_\_\_

Its \_\_\_\_\_

Approved as to Substance

Approved as to Form:

\_\_\_\_\_  
Patrick Burtch, City Manager

\_\_\_\_\_  
Bethany M. Vujnov, City Attorney