

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 18/001**
 ISSUE DATE: May 18, 2018
 PROPOSAL RECEIPT DATE: June 12, 2018
 ANTICIPATED COUNCIL AWARD: June 26, 2018
 PROJECT: **2019 Street Engineering**
 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 flash drive to the City of Jackson Purchasing Department, 161 W. Michigan Avenue, 10th 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.

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.

GENERAL INFORMATION

INTRODUCTION

The City of Jackson is currently inviting qualified consulting firms to submit proposals for engineering services required for street reconstruction and resurfacing with replacement of traffic signal and water mains at various locations throughout the City of Jackson. The construction contract for the first project will be let by the Michigan Department of Transportation and the rest by the City of Jackson.

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.

SCOPE OF SERVICES

The scope of services to be performed by the Consultant shall be divided into the tasks. The work for each of these tasks shall be divided into two separate phases.

PHASE PE (PRELIMINARY ENGINEERING):

This phase will include all work necessary to obtain an MDEQ Act 399 Permit for Water Supply Systems and let a construction contract for the replacement of each listed section of water main. At a **MINIMUM**, Phase PE shall address the following:

a) Soil and Topographic Surveys

The consultant shall collect all soil and topographic information necessary design the project and prepare contract documents. All soil testing shall conform to ASTM standards. A report of soil borings and test results shall be prepared by the consultant and submitted to the City prior to the initiation of design work. Survey shall be conducted and entered into AutoCAD in accordance with City of Jackson standards (see Attachment 1). Surveys shall be tied to USGS monuments as well as other monuments in the general area.

b) Preparation of Plans, Specifications and Engineer's Estimate

The consultant shall prepare plans, specifications and an engineer's estimate of construction costs in accordance with the standards and requirements of MDOT and governing agencies.

For those items not included in the MDOT Standard Specifications for Construction, the City of Jackson's Special Provisions shall be used. The consultant will generate Special Provisions only for those items not included in the Standard Specifications or City of Jackson Special Provisions.

Engineer's Estimate shall be prepared using MERL software. Plans shall be prepared using AutoCAD according to City drafting standards (see Attachment 1).

Preliminary submittals shall be made to the City for review and comment prior to finalization.

- c) Attend progress meetings as necessary for the review of preliminary plans, specifications and engineer's estimate.
- d) Upon review by City & MDEQ staff, make changes to plans, specifications and estimate to meet City and MDEQ requirements and provide the Owner with a complete ready-to-bid project.
- e) Prepare and, after owner approval, submit applications for applicable MDOT right-of-way permits, MDEQ permits for water supply, Jackson County Part 41 Soil Erosion and Sedimentation Control permits and Jackson County Department of Transportation right-of-way permits (for advance warning and detour signing on road beyond the City Limits).

PHASE CE (CONSTRUCTION ENGINEERING):

This phase will include all work necessary to administer a construction contract for the replacement of each listed section of water main.

- a) Provide construction surveying and layout.
- b) Provide contract administration services including the preparation of bi-weekly pay estimates and contract modifications, review of shop drawings, etc. in accordance with MDOT requirements.
- c) Provide construction engineering supervision including on-site construction inspection. Inspection shall be performed by technician(s) qualified to provide such services to MDOT.
- d) Maintain the official documentation files in accordance with MDOT requirements for Federal Aid Projects.
- e) Coordinate with the City for materials testing. Materials testing services shall be the responsibility of the City and are not included the scope of services for this request for proposals.
- f) Attend bi-weekly progress meetings at the project site(s).
- g) Prepare as-built record documentation for water main improvements in both PDF and AutoCAD formats. As-built documentation shall be prepared in accordance with the City's Water Main As-Built Documentation Procedure (see Attachment 2). Blank cards for services, valves and hydrant will be provided to the consultant by the City for use in as-built record preparation.

TASKS:

- Task I Greenwood Avenue from Morrell St to Wilkins St, Wilkins Street from Greenwood Ave to Jackson St and Jackson Street from Wilkins St to Franklin St. Street reconstruction with water main replacement in Greenwood and mast arm traffic signal at Greenwood and Morrell. Phases PE and CE are both applicable to this task. This project is on the state TIP for 2020 and will be let by the Michigan Department of Transportation. Construction for this task is scheduled to be substantially complete with streets open to traffic on September 27, 2020.
- Task II Second Street from Washington Ave to Wildwood Ave is planned to be reconstructed with HUD funds through the CDBG program. The water main is also planned for replacement. Phases PE and CE are both applicable to this task. Construction for this task is scheduled to be substantially complete with streets open to traffic on June 28, 2019.
- Task III Madison Street from West Ave to Clinton St is planned for curb replacement on the north side and mill and resurface the pavement. Phases PE and CE are both applicable to this task. Construction on this task is scheduled to be completed by May 24, 2019.

CRITERIA FOR SELECTION

All Qualifications Proposals received shall be subject to an evaluation by City of Jackson Engineering assisted by other City 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.

SUMMARY OF STAFF-HOUR DISTRIBUTION

Include a task-by-task summary of staff-hour distribution in a readable format as indicated in Figures 1 of this document.

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.

Figure A - SUMMARY OF STAFF-HOUR DISTRIBUTION

RFQP NUMBER: 18/001
 TITLE: 2019 Street Engineering

FIRM: _____ Date: _____
Name of Company Authorized Signature

LEVEL OF EFFORT AND TASK BREAKDOWN						
Name of Principal Staff Members	Role in Study	Task 1	Task 2	Task 3	Task 4	TOTAL
TOTAL						
NOTE: ALL TIMES SHALL BE GIVEN IN PERSON-HOURS						
RESUMES OF EACH MEMBER SHALL BE INCLUDED IN THE STAFFING PROPOSAL						

COST PROPOSAL

This portion of the proposal must be submitted in a sealed and separate envelope inside your submittal and clearly marked "RFQP 18/001: 2019 Street Engineering."

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

The Cost Proposal Portion must include a task-by-task summary of costs in a readable format as indicated in Figures B.I through B.IV of this document and a breakdown of costs in as described below:

1. Manpower Costs: Itemize so as to show the following for each category of personnel with a different rate per hour:
 - a. Category, i.e., project manager, senior analyst, etc.
 - b. Rate per hour
2. General and Administrative Burden or Overhead: Indicate percentage and total.
3. Costs of Supplies and Materials: Itemize.
4. Other Direct Costs: Itemize the boring and related laboratory testing fees.
5. Transportation Costs: Show travel costs and per diem separately.

Figure B - SUMMARY OF COSTS

RFQP NUMBER: 18/001
 TITLE: 2019 Street Engineering

FIRM: _____
 Name of Company

 Authorized Signature

Date: _____

TASK NUMBER	DESCRIPTION	LABOR	OVERHEAD	MATERIAL & DIRECT COSTS	TRANSPORTATION	TOTAL
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. Pursuant to Charter Section 2.15, Owner may deduct from the amount paid to PSP any invoices, judgments, or taxes currently owed by the PSP that are delinquent.

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.
 - C. 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.
 - D. Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.
 - E. 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.
 - F. 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. **VOIDABLE AND RESCINDABLE FOR FAILURE TO DISCLOSE CITY EMPLOYEE AS PARTY TO CONTRACT.** This contract or agreement shall be voidable or rescindable at the discretion of the City at any time if a City employee who is a party to this contract or agreement or has a financial interest in this contract or agreement fails to disclose his or her interest as required by the City of Jackson Code of Ordinances ("the Code"). This contract or agreement is also voidable or rescindable if a lobbyist for the Contractor (as defined in Section 2-555 of the Code), or an agent of the Contractor, offers a gift, gratuity, honoraria or payment that is prohibited by the Code to a City employee, the Mayor, an Elected Official, an Appointed Official, or a member of a board or commission of the City.
13. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Michigan.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.

- 19. 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. Smith, City Attorney