



CITY COUNCIL ACTION REPORT

April 9, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
 Susan A. Leirstein, Purchasing Director
 Steven J. Vandette, City Engineer
 Mark S. Stimac, Building & Zoning Director
 John K. Abraham, Traffic Engineer
 Steve A. Pallotta, Director of Building Operations

SUBJECT: Contract Award: Qualification Based Selection (QBS) – Engineering/Design Services – Inter-Modal Transit Center

Background

- The City of Troy has contracted with the Michigan Department of Transportation (MDOT) for the planning and design of a new rail passenger Inter-modal Transit facility along the existing Amtrak route between the borders of Troy and Birmingham.
- On November 10, 2007, statements of qualifications (SOQ) were received to provide conceptual and preliminary engineering /design services for an inter-modal transit facility.
- 188 vendors were notified via the MITN e-procurement website and three (3) vendors walked-in to pick-up copies. Eleven (11) companies responded with two statements of no bid received.
- Engineering services are considered a professional service, a “human commodity” whose knowledge, experience, and ability to perform the job at hand is not readily quantifiable. Therefore, a QBS multi-step process was utilized to establish a contract with the highest rated firm.
- First, statements of qualifications were evaluated, a short list established, short-listed vendors interviewed, then the vendor scores were ranked from highest to lowest. In the final step, the pricing proposal of the highest rated firm was opened and negotiations ensued.
- A competitive contract was successfully negotiated with the highest rated firm, Wendel Duchscherer of Amherst, NY.

Financial Considerations

- MDOT will reimburse the City for eligible project costs not to exceed \$350,000.00. Funds for the balance are available in the City Hall Transportation Center, Account #401265.7975.035.

April 9, 2007

To: Phillip L. Nelson, City Manager
Re: Qualification Based Selection – Inter-Modal Transit Facility

Legal Considerations

- SOQ-COT-06-01 was competitively solicited and all vendors were given the opportunity to respond with their level of interest in providing engineering/design services for the inter-modal transit facility.
- The award recommendation is based on the best-qualified consultant as a result of a QBS process.
- The contract award is contingent on the recommended bidder's submission of proper contract and supplemental documents, including insurance certificates, and all other specified requirements.

Policy Considerations

- The consultant will focus on improving the attractiveness, reliability, safety, and economic efficiency of rail passenger service. (Goal 1 & 2)
- The project was designed to encourage the development of a passenger facility that will increase rail travel and expand inter-modal transit coordination and integration with other transit / para-transit modes. (Goal 3 & 5)

Options

- City management recommends awarding a contract for engineering/design services for the inter-modal transit facility to Wendel Duchscherer of Amherst, New York, the highest rated firm, as a result of a qualification based selection process at an estimated total cost of \$415,814.00.

Approved as to Form:

Lori Grigg Bluhm, City Attorney



EXECUTIVE SUMMARY

Inter-Modal Transit Facility

STATISTICS:

- ◆ **One-Hundred Forty-One (141) Firms notified via the MITN e-procurement website**
- ◆ **Eleven (11) proposals were received**
- ◆ **Six (6) proposals were short listed and brought in for interviews**
- ◆ **Wendell Duchscherer was the most qualified firm by receiving the highest weighted score**

The following bidders submitted a proposal and received the indicated final scores:

Firm	SCORE
Wendell Duchscherer	87
Mannik Smith	85
Parsons Brinkeroff	84
Carter & Burgess	82
URS	82
FTC & H	80

REQUEST FOR PROPOSALS - FIRMS ELIMINATED FROM FURTHER CONSIDERATION (BASED ON QUALIFICATIONS SCORE)

- Corradino 79
- Spalding Dedecker 75
- Rosetti 73
- Ehresman 67
- Giffels 66
-

Attachments:

- ✓ Weighted Final Scoring Including Qualification Statement and Interview Scoring
- ✓ Evaluation Process



WEIGHTED FINAL SCORING
Inter-Modal Transit Facility

Final Score Calculation:

$$\frac{40\% \times \text{Qualifications Statement Score} + 60\% \times \text{Interview Score}}{100\%} = \text{Final Weighted Score}$$

In order to equate the price to the weighted evaluation process scoring, the prices had to be converted into a score with the base of 100. **NOTE:** Vendors are listed in interview order.

Weighted Average Score for Qualifications: 40%

RATERS	1	2	3	4	5	AVERAGE
Vendors:						
Mannik & Smith Group	67	100	74	87	83	82
FTC & H	75	99	67	84	87	82
Parsons Brinkerhoff	79	93	82	89	80	85
Carter Burgess	70	100	78	89	80	83
URS	70	95	75	85	83	82
Wendell Duchscherer	82	75	79	92	77	81

Interview Score: 60%

Raters:	1	2	3	4	AVERAGE
Vendors:					
Mannik & Smith Group	91	86	77	89	86
FTC & H	85	79	76	73	78
Parsons Brinkeroff	91	76	77	87	83
Carter Burgess	95	77	69	84	81
URS	79	83	81	81	81
Wendell Duchscherer	96	87	89	97	92

FINAL WEIGHTED SCORE:

VENDORS:	Mannik & Smith Group	FTC & H	Parsons Brinkeroff	Carter Burgess	URS	**Wendell Duchscherer
Score						
Qualifications Score: (x .40) =	82 x .40 = 33	82 x .40 = 33	85 x .40 = 34	83 x .40 = 33	82 x .40 = 33	81 x .40 = 32
Interview Score: (x .60) =	86 x .60 = 52	78 x .60 = 47	83 x .60 = 50	81 x .60 = 49	81 x .60 = 49	92 x .60 = 55
Final Score:	85	80	84	82	82	87

** HIGHEST RATED VENDOR – RECOMMENDED AWARD



SELECTION PROCESS

CRITERIA FOR SELECTION

The identified City Committee will review the proposals. The City of Troy reserves the right to negotiate a final contract (pending City Council approval) with the most qualified firm based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the SOQ
- C. Financial strength of the firm
- D. Correlation of the SOQ submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process

Phase 1: Minimum Qualifications Evaluation

Firms will be required to meet minimum established criteria in order to go to the second phase of the process. (Evaluation Sheet Proposal)

Phase 2: Statement of Qualifications Evaluation

Each City Committee member will independently use a weighted score sheet to evaluate the *Statement of Qualifications*; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process.

Phase 3: Interview Score

At least, the top three (3) rated firms will be invited to participate in an interview. Each City Committee member will independently use a weighted score sheet to evaluate the *Interview*; each Committee Member will calculate a weighted score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview. Persons representing the firm at the interview must be the personnel who will be assigned to this project.

Phase 4: Final Scoring and Selection

The firm with the highest final weighted score will be recommended to the Troy City Council for Award.

$$\begin{array}{r}
 40\% \times \text{Qualifications Statement Score (100 point base)} \\
 60\% \times \text{Interview Score (100 point base)} \\
 100\%
 \end{array}
 =
 \begin{array}{l}
 \\
 \\
 \text{Final Weighted Score}
 \end{array}$$

Phase 5: Price

The separately sealed envelope containing the pricing page of the highest rated firm will be opened to determine the contract cost. The parties will determine the final Scope of Work and negotiate the final terms and conditions of the contract. If the parties cannot reach agreement as to the final contract terms and conditions of the contract, the City of Troy reserves the right to start negotiations with the next highest rated firm. The process will continue until both parties sign a contract or the Quality Based Selection process is rejected and new Statement of Qualification documents are sought.

Note:

The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.

FIRM NAME:

WENDELL	MANNIK	PARSONS	CARTER
DUCHSCHERER	SMITH	BRINKEROFF	& BURGESS

PROPOSAL: STATEMENT OF QUALIFICATIONS FOR CONCEPT AND PRELIMINARY ENGINEERING/DESIGN SERVICES FOR AN INTER-MODAL TRANSIT FACILITY.

QUALIFICATIONS CONTENT

5 Copies	Y or N	YES	YES	YES	YES
Insurance; Completed (Page 1 of 2)	Y or N	1/2 YES	YES	YES	1/2 YES
Indemnification; Insurance - Completed (Page 2 of 2)	Y or N	1/2 YES	YES	YES	1/2 YES
Signature Page; Completed (Signed 3 x)	Y or N	YES	YES	YES	YES
A. Transmittal Letter	Y or N	YES	YES	YES	YES
B. Firm Information	Y or N	YES	YES	YES	YES
C. Project Approach	Y or N	YES	YES	YES	YES
D. Team Membership	Y or N	YES	YES	YES	YES
E. Technical Experience	Y or N	YES	YES	YES	YES
F. References	Y or N	YES	YES	YES	YES
G. Pricing - (Sealed Separate Envelope w/ Company Name Identified)	Y or N	YES	YES	YES	YES

NO BIDS:

TY Lin International Great Lakes Inc
John Tagle Assoc Inc

ATTEST:

Cheryl Stewart
Steve Vandette
John Abraham
Mark Stimac
Linda Bockstanz
Jeanette Bennett

 Susan Leirstein
 Purchasing Director

Opening Date -- 11/10/06
 Date Prepared -- 3/13/07

CITY OF TROY
 SOQ TABULATION
 TRANSIT FACILITY

SOQ-COT 06-01
 Pg 2 of 3

FIRM NAME:

URS	FTC&H	CORRADINO	SPALDING
		GROUP	DEDECKER

PROPOSAL: STATEMENT OF QUALIFICATIONS FOR CONCEPT AND PRELIMINARY ENGINEERING/DESIGN SERVICES FOR AN INTER-MODAL TRANSIT FACILITY.

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Signature Page; Completed (Signed 3 x)	Y or N	YES	YES	YES	YES
A. Transmittal Letter	Y or N	YES	YES	YES	YES
B. Firm Information	Y or N	YES	YES	YES	YES
C. Project Approach	Y or N	YES	YES	YES	YES
D. Team Membership	Y or N	YES	YES	YES	YES
E. Technical Experience	Y or N	YES	YES	YES	YES
F. References	Y or N	YES	YES	YES	YES
G. Pricing - (Sealed Separate Envelope w/ Company Name Identified)	Y or N	YES	YES	YES	YES

Opening Date -- 11/10/06
 Date Prepared -- 3/13/07

CITY OF TROY
 SOQ TABULATION
 TRANSIT FACILITY

SOQ-COT 06-01
 Pg 3 of 3

FIRM NAME:

ROSSETTI	EHRESMAN	GIFFELS	
ASSOC	INC	INC	

PROPOSAL: STATEMENT OF QUALIFICATIONS FOR CONCEPT AND PRELIMINARY ENGINEERING/DESIGN SERVICES FOR AN INTER-MODAL TRANSIT FACILITY.

QUALIFICATIONS CONTENT

5 Copies	Y or N	YES	YES	YES	
Insurance; Completed (Page 1 of 2)	Y or N	YES	YES	YES	
Indemnification; Insurance - Completed (Page 2 of 2)	Y or N	YES	NO	YES	
Signature Page; Completed (Signed 3 x)	Y or N	1/2 YES	YES	1/2 YES	
A. Transmittal Letter	Y or N	YES	YES	YES	
B. Firm Information	Y or N	YES	YES	YES	
C. Project Approach	Y or N	YES	YES	YES	
D. Team Membership	Y or N	YES	YES	YES	
E. Technical Experience	Y or N	YES	YES	YES	
F. References	Y or N	YES	YES	YES	
G. Pricing - (Sealed Separate Envelope w/ Company Name Identified)	Y or N	YES	YES	YES	

**DERIVATION OF COST PROPOSAL
(PRE-CONSTRUCTION DESIGN SERVICES)**

CONTROL SECT. - JOB NUMBER

PROJECT DESCRIPTION:

CONSULTANT NAME

Wendel Duchscherer Architects & Engineers PC

DIRECT LABOR

	Classification	Person Hours	x	Hourly Rate	=	Labor Costs	
11	Principal	135		\$64.00		\$8,640	
10	Sr. Design Professional	400		\$39.00		\$15,600	
10	Sr. Design Professional	278		\$37.00		\$10,286	
10	Sr. Design Professional	90		\$41.00		\$3,690	
10	Sr. Design Professional	94		\$44.00		\$4,136	
8	Sr. Assoc. Design Professional	32		\$28.00		\$896	
8	Sr. Assoc. Design Professional	140		\$21.00		\$2,940	
8	Sr. Assoc. Design Professional	25		\$24.00		\$600	
7	Assoc. Design Professional	331		\$19.00		\$6,289	
		Total Hours		1,525		Total Labor	\$53,077

OVERHEAD:

\$53,077 x 1.7919 Total Overhead \$95,109

FACILITIES COST OF CAPITAL:

Not Applicable

DIRECT EXPENSES:

Printing \$1,000
Mailing \$500
Travel \$13,500

Total Direct Costs \$15,000

SUBCONSULTANT FEES

Total Subconsultant Cost \$237,810

FIXED FEE:

\$148,186 x 10% Total Fixed Fee \$14,819

TOTAL COSTS \$415,814

DERIVATION OF COST PROPOSAL (PRE-CONSTRUCTION DESIGN SERVICES)

CONTROL SECT. - JOB NUMBER

PROJECT DESCRIPTION:

CONSULTANT NAME

KINGSCOTT ASSOCIATES, INC.

(Submit separate pages for each sub-consultant and each Job Number including phases A & C)

DIRECT LABOR:

<u>Classification</u>	<u>Person</u> <u>Hours</u>	x	<u>Hourly</u> <u>Rate</u>	=	<u>Labor</u> <u>Costs</u>
Project Director	80		50.49		\$4,075.00
Civil Engineer	160		49.05		\$7849.00
Mechanical Engineer	80		49.05		\$3925.00
Electrical Engineer	80		49.05		\$3925.00
Engineering Designer	161		30.19		\$4860.00
CADD	168		24.53		\$4121.00
Total Hours	<u>\$729</u>		Total Labor		\$28,755.00

OVERHEAD:

(Total Labor) \$76,200 x 1.41% = Total Overhead \$40,545.00

FACILITIES COST OF CAPITAL:

(Total Labor) x _____% = Total F.C.C. \$

DIRECT EXPENSES:

(Listed by Item at Actual Cost to you - NO MARKUP)

Total Direct Costs \$

SUBCONSULTANT FEES

(*Subconsultants also prepare this form)

Total Subconsultant Cost \$

FIXED FEE:

(Total Labor + Total Overhead) x 10.0% = Total Fixed Fee \$ \$6,930.00

TOTAL COSTS \$76,230.00

SAY \$76,200.00

DERIVATION OF COST PROPOSAL (PRE-CONSTRUCTION DESIGN SERVICES)

CONTROL SECT. - JOB NUMBER

PROJECT DESCRIPTION:

CONSULTANT NAME

Haley & Aldrich, Inc.

(Submit separate pages for each sub-consultant and each Job Number including phases A & C)

DIRECT LABOR:

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
Grade 11	2		75.5		151
Grade 10	18		60.15		1,083
Grade 9	96		57.7		5,539
Grade 8	288.5		45		12,983
Grade 6	12		35		420
Grade 5	40		28.6		1,144
Grade 3	220		20.5		4,510
CADD Operator	52		22.65		1,178
CADD Operator	17.5		32.85		575
Admin support	42		22.75		956
Total Hours	<u>788</u>		Total Labor		\$ 28,538

OVERHEAD:

(Total Labor) x 220 % = Total Overhead **\$ 62,783.6**

FACILITIES COST OF CAPITAL:

(Total Labor) x 0 % = Total F.C.C. **\$0**

DIRECT EXPENSES:

(Listed by Item at Actual Cost to you - NO MARKUP)

Total Direct Costs **\$16,795**

SUBCONSULTANT FEES

(*Subconsultants also prepare this form)

Total Subconsultant Cost \$ 0

FIXED FEE:

(Total Labor + Total Overhead) x 10 % = Total Fixed Fee **\$ 9,132.16**

TOTAL COSTS \$ 117,248.76

DERIVATION OF COST PROPOSAL (PRE-CONSTRUCTION DESIGN SERVICES)

CONTROL SECT. - JOB NUMBER

PROJECT DESCRIPTION:

Troy Traffic Study

CONSULTANT NAME

Fitzgerald & Halliday, Inc.

(Submit separate pages for each sub-consultant and each Job Number including phases A & C)

DIRECT LABOR:

Classification	Person Hours	x	Hourly Rate	=	Labor Costs
Principal Planner II	6		\$45.00		\$ 270.00
Principal Planner/Engineer	42		\$37.00		\$1,554.00
Senior Planner/Engineer	70		\$28.50		\$1,995.00
Planner/Engineer	99		\$26.30		\$2,603.70
Technician II	12		\$26.50		\$ 318.00
Clerical	8		\$21.35		\$ 170.80
Total Hours	<u>237</u>		Total Labor		\$ <u>6,911.50</u>

OVERHEAD:

(Total Labor) x 1.81 % = Total Overhead \$ 12,509.82

FACILITIES COST OF CAPITAL:

(Total Labor) x _____ % = Total F.C.C. \$

DIRECT EXPENSES:

(Listed by Item at Actual Cost to you - NO MARKUP)

Air Travel	\$1,800.00
Lodging	\$ 900.00
Meals	\$ 400.00
Reproduction/Printing	\$ 460.00
Communications/Postage	\$ 75.00

Total Direct Costs \$ 3,635.00

SUBCONSULTANT FEES

Total Subconsultant Cost \$

(*Subconsultants also prepare this form)

FIXED FEE:

(Total Labor + Total Overhead) x 10 % = Total Fixed Fee \$ 1,942.13

TOTAL COSTS \$ 24,998.45

DERIVATION OF COST PROPOSAL (PRE-CONSTRUCTION DESIGN SERVICES)

CONTROL SECT. - JOB NUMBER PROJECT DESCRIPTION:

Nederveld Associates Surveying, Inc.

CONSULTANT NAME

(Submit separate pages for each sub-consultant and each Job Number including phases A & C)

DIRECT LABOR:

<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>
QA-QC	2	x	90		180
Project Manager	4	x	90		360
Profess. Surveyor	4	x	110		440
Cadd Draftsman	20	x	72		1440
Survey Crew Chief	14	x	70		980
Survey Inst. Man	12	x	50		600
Total Hours	<u>60</u>		Total Labor		\$ 4,000.00

OVERHEAD:

(Total Labor) x 7 % = Total Overhead \$ 280.00

FACILITIES COST OF CAPITAL:

(Total Labor) x 5.5 % = Total F.C.C. \$ 220.00

DIRECT EXPENSES:

(Listed by Item at Actual Cost to you - NO MARKUP)

Mileage - 656 miles on leased survey vehicle

Total Direct Costs \$ 318.18

SUBCONSULTANT FEES

Total Subconsultant Cost \$ 0.00

(*Subconsultants also prepare this form)

FIXED FEE:

(Total Labor + Total Overhead) x 10 % = Total Fixed Fee \$ 481.82

TOTAL COSTS \$ 5,300.00

AGREEMENT

THIS AGREEMENT entered into on _____, 2007, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the "City", and WENDEL DUCHSCHERER, 140 John James Audubon Parkway Suite 201, Amherst, New York, hereinafter referred to as the "Design and Engineering Consultant" is to provide conceptual and preliminary engineering/design services for an Inter-modal Transit Facility as follows:

WITNESSETH:

Whereas, the Design and Engineering Consultant has professional qualifications that meet generally accepted standards and guidelines for the industry, in accordance with the Statement of Qualifications - SOQ-COT 06-01, Inter-modal Transit Facility, which has been accepted by the City.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that this Agreement incorporates by reference as though fully set out herein the following documents: Statement of Qualifications - SOQ-COT 06-01, Inter-modal Transit Facility, dated November 10, 2006, including all addenda attached hereto as Exhibit A; the prime contract between MDOT and the City of Troy attached hereto as Exhibit B; Derivation of Cost Proposal – Exhibit C; and Wendel Duchscherer fee proposal and scope of work – Exhibit D and shall be binding upon all parties hereto. If any of the documents are in conflict with one another, the Agreement shall take precedence.

All provisions of the prime contract between MDOT and the City of Troy are hereby incorporated in this contract.

2. The City shall pay the Design and Engineering Consultant for the performance of this Agreement and the Scope of Work as set forth in the Statement of Qualifications - SOQ-COT 06-01, Inter-modal Transit Facility and Exhibit D, for actual costs plus fixed fee in an amount not to exceed \$ 415,814.00 which includes a fixed fee amount of \$ 14,819.00 to be paid on a phase completion basis for the work completed and accepted by the City at the time of invoicing. Detailed billing will be required which minimally includes the project name, service(s) provided, a detailed breakdown of deliverables and allowable expenses. Work outside the scope of work contained in this Agreement will not be performed unless and until the City provides the Design and Engineering Consultant an authorized signed change order.

3. This Agreement shall commence work upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Statement of Qualifications - SOQ-COT 06-01, Inter-modal Transit Facility. The project is scheduled for completion in 6-18 months depending upon the outcome of the environmental process for this project.

4. The Design and Engineering Consultant and the City agree that the Design and Engineering Consultant is acting as an independent contractor with respect to the Design and Engineering Consultant's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Design and Engineering Consultant nor its employees

shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Design and Engineering Consultant shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Design and Engineering Consultant shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

5. The Design and Engineering Consultant shall have no authority of power to assign, sublet or transfer any rights, privileges, or interest under the terms of this Agreement without prior written consent of the City.

6. The Design and Engineering Consultant shall conform to all applicable laws, ordinances, City standards and statutes of the Federal Government, State of Michigan and City of Troy.

7. The project is subject to the provisions of 49 CFR Part 265 – Nondiscrimination in Federally Assisted Railroad Projects and the State of Michigan provisions for “Prohibition of Discrimination in State Contracts”, as set forth in Appendix A, dated March 1998. The City agrees to comply with the Civil

Rights Act of 1964, being P.L. 88-352, 78 Stat. 241 as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix B, dated June 2003. This provision will be included in all subcontracts relating to the MDOT Agreement.

8. The Design and Engineering Consultant will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, or handicap. This statement is being made for the purpose of conforming to the MDOT Inter-modal Passenger Station Capital Agreement, Contract No. 2006-0537, Project No. 88253A, Account No. 77090, Agenda: CAB, Exhibit B.

9. The Design and Engineering Consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

10. The City of Troy reserves the right to terminate the contract without penalty upon 7 days written notice due to poor performance or for any reason deemed to be in its best interest. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy may take any and all remedial actions provided by the specifications or otherwise permitted by law.

11. The Design and Engineering Consultant will be held responsible for all additional costs resulting from Design and Engineering Consultant's negligence, mismanagement, delays or improper guidance. The City of Troy

designated representative will be solely responsible for determining if costs should be paid in full by the Design and Engineering Consultant under this Paragraph.

12. The Design and Engineering Consultant shall carry general liability insurance, automobile insurance, excess liability, workers' compensation coverage and errors and omissions coverage for any actions, claims, liability or damages caused to others arising out of the performance of this agreement in amounts consistent with the sample Certificate of Liability Insurance form as specified in the Statement of Qualifications - SOQ-COT 06-01, Inter-modal Transit Facility. The cancellation provision shall read as indicated on that sample form. ***All insurance carriers shall be licensed and admitted to do business in the State of Michigan.***

13. All insurance policies must be approved as to form and amount by the City and copies of certificates of insurance furnished to the City. All policies, except errors and omissions coverage and workmen's compensation, must name the City as an additional insured. Insurance must be carried for the entire duration of this agreement.

14. To the fullest extent permitted by law, the Design and Engineering Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its

elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

15. JURISDICTION. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. The parties agree that venue for any causes of action shall be Oakland County, Michigan.

16. SEVERABILITY: If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

17. ENTIRE AGREEMENT: This Agreement and documents incorporated by reference constitute the entire Agreement and any changes thereto shall be in writing signed by both parties unless otherwise set out in this Agreement.

WITNESS:

The Design and Engineering Consultant

1. _____

(Name)

2. _____

(Title)

CITY OF TROY:

By _____
Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

Dated: _____

Phillip L. Nelson, City Manager or Designee

Resolution Number: _____
APPROVED AS TO FORM AND LEGALITY:

By _____

Lori Grigg Bluhm, City Attorney