

Notice of Release of Request for Proposal

DESIGN AND CONSTRUCTION OF THE VIOLENCE PREVENTION PROGRAM PAVILION PROJECT FOR CITY OF BEAVERTON

The City of Beaverton is seeking bids for design and construction related services to the City of Beaverton's Violence Prevention Program Pavilion Project for Ross Lake Park in the City of Beaverton. The full Request for Proposal (RFP) is available from the Beaverton City Hall located at 128 Saginaw Street, Beaverton, MI 48612. (989-435-3511). RFP documents can also be found online by going to www.beavertonmi.org. The bid submittal requirements include experience, work plan, schedule, cost, and project staff information. The Successful Respondent shall comply with the limited time frame for completion of these negotiations to ensure that full City of Beaverton approval and services commence no later than July 31, 2025.

SUBMISSIONS

The Consultant's proposal must be submitted electronically to Shannon Sirpilla [**ssirpilla@beavertonmi.org**](mailto:ssirpilla@beavertonmi.org) no later than 2pm on Thursday, April 3, 2025.

REQUEST FOR PROPOSAL

**DESIGN AND CONSTRUCTION OF THE
VIOLENCE PREVENTION PROGRAM PAVILION PROJECT**



MCOLES Project Number: BeavertonPD5211

PROPOSALS MUST BE CLEARLY MARKED WITH:

"RFP –VIOLENCE PREVENTION PROGRAM PAVILION PROJECT"

PROPOSALS DUE:

2 P.M.

Thursday, April 3, 2025

CITY OF BEAVERTON

CITY HALL

128 SAGINAW ST.

BEAVERTON, MI

ATTENTION: SHANNON SIRPILLA

ssirpilla@beavertonmi.org

**PROPOSALS MAY BE SUBMITTED BY US MAIL, ELECTRONICALLY OR HAND
DELIVERED TO THE ABOVE MAILING ADDRESS.**

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EXHIBITS

A. SCOPE

The aim of this project is to establish a secure environment in the form of a designated pavilion at Ross Lake Park, providing youth in and around the City of Beaverton with opportunities for recreation and relationship-structure with local police officers and positive role models. This initiative involves the construction of an 80' x 120' pavilion at Ross Lake Park, designed for year-round use within the City of Beaverton. The pavilion will feature a single multipurpose activity area. Will house climate controlled changing rooms, bathrooms, with interior and exterior security cameras,

All programs will be carefully planned and supervised by local police officers, who will interact with the youth to nurture positive relationships and offer a constructive alternative to unsupervised activities during both daytime and evening hours. The target demographic includes youth in grades K-12 who may be vulnerable

to engaging in criminal activities such as theft, violence, and home invasion.

Ross Lake Park already provides numerous outdoor amenities for youth engagement, alongside the programs that will be available in the pavilion. The park boasts a boat launch, swimming beach, and splash pad, all integrated into supervised, positive interactive activities led by the police department.

B. CONTRACTOR'S STATEMENT OF COMPLIANCE WITH THE CITY OF BEAVERTON'S INSURANCE REQUIREMENTS

C. Agreement for Professional Services

The Contractor shall maintain, at its expense, during the term of any contract statutory workman's compensation insurance, automobile liability insurance, commercial general liability insurance, and professional liability insurance.

The Contractor will provide to the City of Beaverton, the Certificates of Insurance documenting the coverage.

1.0 GENERAL INFORMATION:

The City of Beaverton is inviting proposals from qualified firms to provide design and construction services for a pavilion structure.

The firm selected for the design and construction services will be referred to as the “Contractor” and will be engaged until the project's completion, including any extensions to the contract timeline.

The Contractor will provide design, construction, and quality assurance inspection services for all on-site and off-site improvements. Special inspections and testing related to the construction work will be managed and coordinated by the Contractor as part of this Agreement.

The construction management services agreement will extend until September 30, 2026, with the anticipated award date for this agreement set for April 2025.

2.0 PROJECT DESCRIPTION:

The project is a design-build initiative for the City’s Violence Prevention Program Pavilion Project. It involves ground-up construction to create a safe environment for young people, offering various activities such as:

- 1. Basketball and volleyball games
- 2. Hockey and ice skating
- 3. Movie nights

3.0 SCOPE OF SERVICES:

The requested scope of the project is outlined in Exhibit "A" and serves as a summary of the minimum work required. Each Contractor may adjust the scope of services they will provide, but all modifications must be clearly stated in the Contractor’s proposal.

4.0 PROJECT SCHEDULE:

Tentative Design-Build Project Schedule

	Date
RFP Advertised	March 12, 2025

Proposals Due	April 3, 2025
Proposals Evaluated and Determination	April 14, 2025
Recommendation to Council to Award Contract	April 21, 2025
Notice to Proceed	April 22, 2025
Services to commence no later than	July 31, 2025
Complete Construction of Facility	July 30, 2026

5.0 CONTENTS OF THE PROPOSAL:

The proposal should be double-sided and no longer than 15 pages in length, exclusive of appendices.

The proposal must include the following items in the order listed:

5.1 Executive Summary – A one or two-page overview of the entire proposal describing the highlights of the proposal.

5.2 Contractor Experience – An outline of the Contractor’s background, qualifications, and detailed description of the Contractor’s ability to perform the services required. Include summary of construction projects. The summary should include projects managed by Contractor, which are similar in scope and complexity. The list should include a brief description of the projects, location, status of completion, the name of the construction staff that worked on the project, and the name, current phone number and email address of the client’s project manager.

5.3 Project Team – A list of the names and qualifications of the key personnel and sub- contractors responsible for the project, their respective roles, and their availability for the duration of the project, as well as an explanation regarding the organizational structure of the team.

5.4 Project Approach – A summary of the Contractor’s proposed approach to efficiently manage the project. The scope of work of this RFP should be addressed in the summary, but can also include other approaches, items, or considerations that the Contractor considers to be warranted. The project approach should demonstrate a thorough understanding of the issues that may be anticipated during

construction, how potential problems can be minimized and how the Contractor will address Quality Assurance throughout the project.

5.5 Schedule – A response to the tentative schedule provided above with comments on Contractor’s ability to provide the required services. This response should describe Contractor’s current workload and the availability of key personnel that will be assigned to this project.

5.6 Hours – An estimate of hours for the prime and sub-contractor(s), if any. This estimate shall include the personnel classification for the anticipated level of effort to complete the work. The hourly estimate will be used as a basis for determining Contractor’s understanding of the scope of work.

5.7 Appendix

- A complete resume for each team member.
- An Hourly Rate Schedule that will be used as a basis for payment under the contract.

5.8 Proposed Fee for Services

Provide a proposed fee for each of the following items:

- Total fee for each task listed in the scope of work.
- Labor (personnel classifications, estimated hours and hourly rates)
- Direct costs
- Subcontracts

The proposed fee is to be submitted in a separate envelope with the following information clearly marked on the outside of the package.

- Name of responder
- Name of project

6.0 INFORMATION TO OFFERORS:

A sample copy of the City's standard Contractor agreement is attached as Exhibit B for review. Please do not respond to this RFP if in conflict with any term of the City's agreement. The City will not change or modify the hold harmless and liability clauses included in the agreement.

7.0 REQUEST FOR INFORMATION (RFI):

All questions regarding the RFP shall be sent in writing via an e-mail to Shannon Sirpilla, City Manager at ssirpilla@beavertonmi.org

Questions shall be submitted as soon as possible, but no later than 5 P.M. local time, on Thursday, March 27, 2025. Responses which constitute changes to any part of the RFP, will be posted via addendum on Bid Net at the following web address <https://www.bidnetdirect.com/mitn> plus the City's website www.beavertonmi.org and thereby made available to all registered holders of the RFP documents. It is the proposer's responsibility to acknowledge all addendums.

8.0 SELECTION PROCEDURE:

Proposing Contractors should prepare complete proposals that fully present their firm's capabilities. Proposals will be reviewed and ranked by a selection committee composed of City staff using the weighted criteria listed below. Scores will be applied to each criterion and final scores tallied to achieve a weighted average approach:

Criteria	Weight	Score	Total
Adherence to content and submission requirements	5%	1-5	
Overall, Contractor <u>company</u> qualifications and experience	10%	1-5	
Contractor's <u>team</u> qualifications and experience	20%	1-5	
Project staffing approach and work plan	20%	1-5	
Client References from relevant projects	15%	1-5	
Recent experience	15%	1-5	

Panel Interview (if conducted)	15%	1-5	
Total Potential Points	100%		TBD

After discussion and ranking by the selection committee, and at the sole discretion of the City, the top two or three Contractors may be invited for an interview prior to the final selection. If the City selects this approach, sufficient time will be given to the Contractors to prepare an appropriate presentation and to coordinate schedules. If conducted, interviewers will receive a weighted score as indicated in the table above.

The Contractor selected will be asked to enter negotiations for the Construction and Management contract. If a fee cannot be agreed upon with the highest-ranking Contractor, the City will terminate negotiations and enter negotiations with the next highest-ranking Contractor.

Please note that the City reserves the right to take any or no action based on responses to this request for proposal, including the acceptance or rejection of proposals and the inclusion and deletion of any combination of the work items for the project.

9.0 TENTATIVE SELECTION SCHEDULE:

	Date
Request for Proposals (RFP) Issued	March 12, 2025
Request for Information (RFI) must be received by 5:00 pm	March 27, 2025
Proposals Due by 2 P.M.	April 3, 2025
Selection Panel Recommends Contractor	April 14, 2025
Recommendations to City Council/Contract Award	April 21, 2025

10.0 SUBMITTAL:

As stated above, the proposal should be double-sided, and no longer than 15 pages in length, exclusive of appendices. Please submit a copy of the proposal or an electronic (.pdf) file to ssirpilla@beavertonmi.org. Be sure to mark submittal whether by envelope or email with **RFP –Violence Prevention Program Pavilion Project**

Submissions are due no later than 2 P.M. on Thursday, April 3, 2025,
addressed to:

CITY OF BEAVERTON
RFP –VIOLENCE PREVENTION PROGRAM PAVILION PROJECT
128 SAGINAW ST.
BEAVERTON, MI 48612
ATTENTION: SHANNON SIRPILLA
Or email: ssirpilla@beavertonmi.org

Proposals received after the specified due time will not be considered and will be returned to the Contractor unopened.

Contractor shall be required to comply with all requirements as stipulated in Exhibit "C," Agreement for Professional Services, including the following:

- 10.1** Compliance with prevailing wage – Section 6
- 10.2** Compliance with insurance requirements – Section 11 (see Exhibit "B")
- 10.3** Current County and City Business License – Section 12

Thank you for your interest, and we look forward to hearing from you regarding this project.

ATTACHMENTS: EXHIBIT "A" SCOPE OF PROJECT
EXHIBIT "B" CONTRACTOR'S STATEMENT OF COMPLIANCE
WITH CITY OF BEAVERTON'S INSURANCE
REQUIREMENTS

EXHIBIT "C" AGREEMENT FOR PROFESSIONAL SERVICES

(SAMPLE)

EXHIBIT "A" SCOPE OF PROJECT

This project consists of a pavilion structure that is 80'X120'X 17. It is a non-insulated PEMB design. (PBR steel roof and walls with gutters and all trims. It includes eight (8) 14X14 non-insulated roll up doors with steel frames and standard hardware. The structure will have an 80X100 recreation portion and an 80X20 area that will house two (2) single bathrooms with one toilet and one sink in each. Two (2) changing rooms and mechanical/storage and training room. The 80X20 section will be heated with a forced air furnace. Contractors' estimated budget must Include, but not limited to the following:

- Architectural fees, foundation design, engineering and permits.
- Concrete Materials
- Concrete labor
- Concrete equipment
- Steel-80X120X17 PMB
- Labor and equipment for installation
- (8) 14X14 rollup doors with chain hoist installed
- (3) 3/0X7/0 commercial steel doors and frames with hardware
- Electrical- including materials, labor, and equipment.
- HVAC materials, labor, and equipment
- Cameras with 30-day storage- (2) interior (2) outside bathroom (4) exterior
- Plumbing- including material labor, equipment.
- Framing and finishing of bathrooms, changing rooms, training room
- Mechanical/storage room
- Construction Contingency

EXHIBIT "B"
STATEMENT OF COMPLIANCE WITH THE CITY OF BEAVERTON'S
INSURANCE REQUIREMENTS
(Please see Contract, Section 11)

The Contractor must attach either of the following items to this page, and submit with his/her proposal:

- 1) Certificates of insurance showing conformance with the City's contract insurance requirements herein for:

Comprehensive General Liability
Insurance Automobile Liability
Insurance
Workers' Compensation
Insurance Employer's Liability
Insurance

OR

- 2) Statement with an insurance carrier's notarized signature stating that the carrier can, and upon payment of fees and/or premiums by the Contractor, will issue to the Contractor policies of insurance for Comprehensive General Liability, Automobile Liability, Workers' Compensation and Employer's Liability in conformance with the requirements herein and Certificates of Insurance to the City showing conformance with the requirements herein.

All certificates of insurance and statements of willingness to issue insurance for auto policies offered to meet the specifications of this contract must:

- 1) Meet the conditions stated in the included contract for each insurance company that the Contractor proposes.
- 2) Cover any vehicle used in the performance of the contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled. The auto insurance certificate must state the coverage is for "any auto" and cannot be limited in any manner.

Within ten (10) working days after the City's notification of award of contract to contractor all required insurance documents must be submitted to Contract Administration. Contractor's failure to provide the City-required

insurance certificates showing specified coverage within this time frame may be cause for the contract award to be rescinded at the City's sole discretion.

SAMPLE AGREEMENT

AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE VIOLENCE PREVENTION PROGRAM PAVILION PROJECT SERVICES

(NAME OF CONTRACTOR)

THIS AGREEMENT is made and entered into as of the _____
day of _____, 20____, by and between the CITY OF
BEAVERTON, a municipal corporation, ("City"), and
_____, a _____, ("Contractor").

RECITALS

- A. City requires the professional services of a _____ that is experienced in _____.
- B. Contractors have the necessary experience in providing professional services and advice related to _____.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area and

will use reasonable diligence and best judgment while exercising his professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of _____ from the date first above written. The City Manager may amend the Agreement to extend it for ____ additional _____ year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will be _____ dollars (\$_____). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. If the City elects to extend the Agreement, the amount shall not exceed.

_____ dollars (\$_____) per Agreement year. The City reserves the right to withhold a ten percent (10%) retention until the City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

6. PREVAILING WAGE RATES

Any construction, alteration, demolition, repair, and maintenance work, including work performed during design and preconstruction such as inspection and land surveying work, cumulatively exceeding \$1,000 and performed under this Agreement are subject to state prevailing wage laws. The general prevailing rate of wages, for each craft or type of worker needed to execute the contract, shall be those as determined by the Director of Industrial Relations pursuant to Section 1770, 1773 and 1773.1 of the Michigan Labor Code. Pursuant to Section 1773.2 of the Michigan Labor code, a current copy of applicable wage rates is

on file in the office of the City Engineer. Contractor shall not pay less than the said specified prevailing rates of wages to all such workers employed by him or her in the execution of the Agreement. Contractors and any subcontractors shall comply with Section 1776 of the Michigan Labor Code, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require any subcontractors to comply with Section 1776.

7. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The contractor will be under control of City only as to the result to be accomplished but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

8. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of

Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

10. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused.

by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

11. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of Michigan.

11.1 COVERAGE AND LIMITS.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on

Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

11.1.1 COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE. Insurance written on an "occurrence" basis, including personal & advertising injury, with limits no less than ~~\$2,000,000 per occurrence~~. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 AUTOMOBILE LIABILITY. (if the use of an automobile is involved for Contractor's work for City). \$2,000,000 combined single-limit per accident for bodily injury and property damage.

11.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

11.1.4 PROFESSIONAL LIABILITY. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

11.2 ADDITIONAL PROVISIONS. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

11.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

11.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

11.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

11.3 PROVIDING CERTIFICATES OF INSURANCE AND ENDORSEMENTS. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

11.4 FAILURE TO MAINTAIN COVERAGE. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

11.5 SUBMISSION OF INSURANCE POLICIES. The City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12. BUSINESS LICENSE

Contractor will obtain and maintain a City of Beaverton Business License for the term of the Agreement, as may be amended from time-to-time.

13. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. OWNERSHIP OF DOCUMENTS

All work products produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor’s records.

15. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

16. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

<p>_____</p> <p><u>For City</u></p> <p>Name _____</p> <p>Department _____</p> <p>City of Beaverton</p> <p>Address _____</p> <p>No. _____</p> <p>Phone No. _____</p>	<p>_____</p> <p><u>For Contractor</u></p> <p>Name _____</p> <p>Title _____</p> <p>Title _____</p> <p>Address _____</p> <p>Phone _____</p> <p>_____</p> <p>Email _____</p>
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Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. CONFLICT OF INTEREST

The Contractor shall file a Conflict-of-Interest Statement with the City Clerk in accordance with the requirements of the City of Beaverton Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes No

18. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances, and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and contractors whose services are required by this Agreement.

19. DISCRIMINATION AND HARASSMENT PROHIBITED

The Contractor will comply with all applicable local, state, and federal laws and regulations prohibiting discrimination and harassment.

20. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services, the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to find a direct

solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them by law.

21. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If the City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, the City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. The city will make the final decision as to the portions of tasks completed and the compensation to be made.

22. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of false information or in reckless disregard of the truth or falsity of information. If the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

24. JURISDICTION AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

26. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement

supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived, or discharged except in a writing signed by both parties.

27. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

CITY OF BEAVERTON, a municipal
corporation of the State of Michigan

By:

By:

Shannon Sirpilla, City Manager

ATTEST:

By

(sign here)

JANELLE KEEN

City Clerk

(print name/title)