

**CITY OF ADRIAN FINANCE DEPARTMENT
PURCHASING UNIT**

Professional Service Contract Number:

Contract Expiration Date:

This “Contract” is made between the City of Adrian, a Michigan Constitutional Corporation, hereinafter called “City”, and the “Contractor” as further described in the following Table. In this contract, either Contractor or the City may also refer to individually as a “Party” or jointly as the “Parties”.

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| CITY OF ADRIAN 135 EAST MAUMEE STREET ADRIAN, MICHIGAN 49221 |
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This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACT SERVICES

SECTION 4. CITY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1** “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor’s suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. “Contractor Employee” shall also include any person who was a “Contractor Employee” at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2** “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgements, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigative expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3** “City” means the City of Adrian, a Municipal and Constitutional Corporation, its departments, agencies, authorities, boards, commissions, committees, and “City Agent” as defined below.
- 1.4** “City Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “City Agent” shall also include any person who was a “City Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed or elected and serving as an Agent.

1.5 “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.

1.6 “Contract Documents” This Contract includes and fully incorporates herein all of the following documents:

1.6.1. Exhibit I: Scope of Contractor’s Services

1.6.2. Exhibit II: Contractor Insurance Requirements.

§2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1 The effective date of this Contract shall be: _____, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the “Contract Expiration Date” shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the City.

2.1.3. This Contract is signed by an authorized agent of the City of Adrian Purchasing Office, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

2.2 The City may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal or any extension of this Contract, upon ninety (90) days written notice to the Contractor, for any reason, including convenience, without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

2.3 The City’s sole obligation in the event of termination is for payment of actual services rendered by the Contractor before the effective date of the termination. Under no circumstances shall the City be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The City shall not be obligated to pay the Contractor any

cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

- 2.4 Contractor may terminate and/or cancel this Contract (or any part thereof) at any time upon ninety (90) days written notice to the City, if the City defaults in any obligation contained herein, and within the ninety (90) days notice period the City has failed or has not attempted to cure such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

§3. SCOPE OF CONTRACTOR’S SERVICES

- 3.1 The Contractor shall perform all services identified and itemized in Exhibit I: “Scope of Contractor’s Services” which is attached hereto and incorporated and made part of this Contract.
- 3.2 The Contractor shall begin work under this Contract within ten (10) working days after the delivery of the Notice to Proceed to the Contractor. The time of beginning, rate of progress and date of completion are considered essential elements of the Contract.
- 3.3 If the Contractor shall be unavoidably delayed in the beginning or during the course of fulfilling the requirements of this Contract by reason of excessive storms or floods, or by an act of Providence, or by general strikes, or by court injunction, or by stopping of work by the City because of an emergency or public necessity, or by reason of alterations ordered by the City, the Contractor shall have no valid claim for damages on account of any cause or delay; but he shall, in such case, be entitled to such an extension of the time limits specified in subsection 3.1 herein, as the City shall adjudge to be just and reasonable, provided, however, that formal claim for such extension shall be made in writing by the Contractor within one (1) week after the date upon which such alleged cause for delay shall have occurred.
- 3.4 The Contractor shall make alterations to the Scope of Services and related work under this Contract, as the City may expressly order in writing. Compensation for such alterations shall be determined by unit prices stipulated in the proposal hereof where appropriate, or by lump sum or unit prices mutually agreed upon at the time by the City and the Contractor.
- 3.5 No claim against the City on account of alterations shall be valid unless such work has been previously ordered in writing and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the determination of the final actual amount.

§4. CITY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 4.1** Except as otherwise expressly provided for in this Contract, the City's sole financial obligation to the Contractor for any Contractor services under this Contract shall be:
- 4.1.1.** In no event, shall the City's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the City with notice of this contingency at least fifteen (15) days before this event.
 - 4.1.2.** In consideration of the faithful and entire performance by the Contractor of his obligations under this Contract, the City shall pay to him, at the time and manner hereinafter stipulated, an amount as determined by the actual measured quantities and the respective unit process contained in the Contractor's proposal which is herewith made a part of this Contract.
 - 4.1.3.** Such amount shall be modified by such sums for alterations as may have been determined under the provisions of subsection 3.5 herein and diminished by such sums as the City may lawfully deduct and retain as liquidated damages under the provisions of subsection 4.3.
 - 4.1.4.** No more than once per month, the Contractor shall submit an invoice to the City, which shall itemize all amounts due and/or owing by the City under this Contract, as of the date of the invoice. The invoices shall be submitted in the form requested by the City. The City shall have no obligation to make payment until a proper invoice of service is submitted. The City reserves the right to make partial payments on account in order to ensure that the payments made equal the value of the work completed.
- 4.2** No progress estimate will be made or certified by the Contract Administrator, nor partial payment made to the Contractor by the City, shall be deemed or construed as an acceptance of any work under this Contract, unless otherwise agreed upon beforehand.
- 4.3** The City has the right to offset any amounts due and owing to the Contractor should the City incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.
- 4.4** As soon as practicable after the satisfactory completion of all work covered by this agreement, the Contract Administrator will make a final inspection of the work as a whole, and will prepare a final estimate of the total amount due the Contractor under the terms of the agreement.

- 4.5 Upon the acceptance of the completed work by the Contract Administrator, the City will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums the City may deem for labor, materials or equipment furnished for the work.
- 4.6 Under no circumstances shall the City be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by the Contractor in connection with or resulting from the Contractor's providing any services under this Contract.
- 4.7 This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

§5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1 Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances and professional standards.
- 5.2 Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3 Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the City herein.
- 5.4 Taxes. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes and unemployment compensation taxes. The City shall not be liable to or required to reimburse the Contractor for any federal, state and/or local taxes and/or fees of any kind.
- 5.5 Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes and penalties.
- 5.6 Contractor Employees.

- 5.6.1.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates and governmental authorizations as may be required by law.
- 5.6.2.** Contractor shall solely control, direct and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.6.3.** All Contractor Employees shall wear and display appropriate City-provided identification at all times while working on the City premises.
- 5.6.4.** All Contractor Employees assigned to work under this Contract may, at the City's discretion, be subject to a security check and clearance by the City.
- 5.7** Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all terms of this Contract. Contractor shall indemnify and hold the City harmless for all Claims against the City by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 5.8** Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services and review all City requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.9** The Contractor's Relationship to the City is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the City.

§6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

6.1 Indemnification

- 6.1.1.** Contractor shall indemnify and hold the City harmless from damages which are incurred by the City by any person or entity, to the extent arising from the negligent acts, performances, willful misconduct, errors, or omissions of Contractor or Contractor's Employees, or material breach of this agreement including, without limitation, all Claims relating to injury or death of any person or damage to any property. The indemnity obligations do not apply to the extent that any damages for any claim are caused by the negligence of the City or its other contractors.
- 6.1.2.** The indemnification rights contained in this Contract shall not be limited to collectible insurance rights/policies. Contractor's indemnification obligations as described herein shall remain in full force and effect regardless of any dispute with any of its insurance companies.
- 6.1.3.** Contractor shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- 6.1.4.** Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a Contractor Employee.

6.2 Contractor Provided Insurance

- 6.2.1.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated in Exhibit II.

§7. GENERAL TERMS AND CONDITIONS

- 7.1** Access to City Facilities. While the Contractor retains the right to perform services at any time, the Contractor must obtain prior permission by the City for access to City facilities after the City's regular business hours.
- 7.2** Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised in which order.
- 7.3** Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or

cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

“CONTRACTOR’S ASSURANCES AND WARRANTIES”;

“CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;

“Damage Clean Up to City Property and/or Premises”;

“Audit”;

“Severability”;

“Governing Law/Consent to Jurisdiction and Venue”; and

“Survival of Terms and Conditions”.

- 7.4** City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if Contractor has failed to comply with federal, state or local laws, or any requirements contained in this Contract.
- 7.5** No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties’ rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.6** Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6.1** In particular, contractor shall comply with City’s Drug-Free Workplace Policy, which generally states that the use, possession, distribution and sale of alcohol and other drugs (including prescription drugs without a valid prescription) at work or on City property are strictly prohibited.
- 7.6.2** Contractors must also comply with the City’s Ordinance 14-004, Section 38-87, Nondiscrimination by City Contractors. No person shall be discriminated against because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or AIDS/HIV status.
- 7.7** Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the City, Contractor shall furnish copies of any

permit, license, certificate or governmental authorization necessary to provide services under this Contract.

7.8 Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of state and federal law.

7.8.1. Contractor shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

7.8.2. The City, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

7.9 Reservation of Rights. This Contract does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City.

7.10 Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder, if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

7.11 Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the City, including all agencies and departments thereof, and any City agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the City. Contractor shall give the City notice if there are any City agents or relatives of City agents who are presently employed by Contractor.

7.12 Damage Clean Up to City Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any City

property, its premises, or a City Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the City. If the repair or replacement cannot be completed to the City's satisfaction, Contractor shall reimburse the City the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all municipal sites are restored to their original condition.

7.13 Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives City prompt written notice of an impending disclosure, (ii) provides reasonable assistance to City in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

7.13.1. This Contract imposes no obligation upon the Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence; (i) was in the possession of, or was known by Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

7.13.2. As used in this Contract, Confidential Information means all information that the City is required or permitted by law to keep confidential.

7.14 Contractor Use of City Licenses Software. In order for the Contractor to perform its services under this Contract, the City may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the City. Contractor or Contractor Employees shall not transfer, remove, use, copy or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the City and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted Software contrary to the provisions of any applicable Software license agreement or state or federal law.

- 7.15** Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the City, the Contractor shall comply with all applicable grant requirements.
- 7.16** Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Contractor's Project Manager shall coordinate with the City's Project Manager, the Contractor shall provide the name and qualifications of its Project Manager and an alternate.
- 7.17** Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The City's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the City's procurement authority for any contract modification in accordance with Section 7.27 of this Agreement.
- 7.18** Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers and Contract Administrators cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
- 7.19** Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the City with reasonable access to such books and records.
- 7.20** Audit. Contractor shall allow the City's Finance Department, or an independent auditor hired by the City, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.
- 7.20.1.** Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the City within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing

within forty-five (45) days shall be deemed acceptance of the final audit report.

7.21 Delegation/Subcontract/Assignment. Contractor shall not delegate, assign or subcontract any obligations or rights under this Contract without the prior written consent of the City.

- 7.21.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.21.2** Any assignment, delegation or subcontract by Contractor and approved by the City must include a requirement that the assignee, delegee or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.21.3** The Contractor shall not assign or transfer this Contract or sublet any part of the work encompassed by it, except with the express written consent of the City.
- 7.21.4** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the City for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 7.21.5** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.21.6** This Contract cannot be sold.
- 7.21.7** The Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the express written consent of the City to do so.
- 7.21.8** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the City may declare this Contract null and void.

7.22 Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the City may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the City.

7.23 No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition or provision of this Contract. No waiver by either Party shall subsequently effect its right to require strict performance of this Contract.

7.24 Severability. If a court of competent jurisdiction finds a term, condition or provision of this Contract to be illegal or invalid, then the term, condition or provision shall be deemed severed from this Contract. All other terms, conditions and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the City harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.

7.25 Captions. The section and subsection numbers, captions and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.26 Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

7.26.1. If notice is sent to the Contractor, it shall be addressed to:

7.26.2. If Notice is sent to the City, it shall be addressed to:

Scott Holtz
City of Adrian Purchasing Office
135 East Maumee Street
Adrian, MI 49221

7.26.3. Either Party may change the address or individual to which notice is sent by notifying the other Party in writing of the change.

7.27 Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the City or other City Agent as authorized by the Adrian City Commission.

7.28 Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.28.1. The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other exhibits or documents.

7.29 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Lenawee County Circuit Court of the State of Michigan, the 2-A District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.

7.30 Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supercedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of the Contractor and the City of Adrian, and by doing so legally obligates and binds Contractor and the City of Adrian to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____ DATE: _____

_____ appeared in person before me this day and executed this Contract on behalf of the Contractor and acknowledged to me under oath that _____ has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Contract and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Contract documents including all documents incorporated by reference.

Subscribed and sworn to before me on this _____ day of _____, 2014.

Notary Public

_____ County, Michigan

My Commission Expires: _____

FOR THE CITY:

BY: _____
Shane A. Horn
City Administrator

BY: _____
Sarah Osburn
City Attorney

BY: _____
Cindy L. Prue
Finance Director

BY: _____
Scott A. Holtz
Asst. Finance Director

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: _____
Contract Administrator

DATE: _____

**CITY OF ADRIAN FINANCE DEPARTMENT
PURCHASING UNIT**

Professional Service Contract Number:

EXHIBIT I

SCOPE OF CONTRACTOR'S SERVICES