

ATTACHMENT A

CHARTER TOWNSHIP OF CHESTERFIELD

CONFLICT OF INTEREST POLICY

A conflict of interest arises when a person in a position of authority within the Charter Township of Chesterfield ("Township") may have a financial interest or benefit personally from a decision that he/she may make in his/her capacity as a representative of the Township.

This Conflict of Interest Policy ("Policy") consists of a set of procedures to follow in order to avoid the possibility that those in positions of authority within the Township may receive an inappropriate benefit in connection with the consideration and/or award of a program grant or other transaction involving the Township.

The purpose of this Policy is to protect the Township's interest when it is contemplating entering into a transaction or arrangement, including the award of a program grant, that might benefit the personal or financial interest of a person in a position of authority. This Policy is intended to supplement, but not replace, any applicable state or federal laws governing conflicts of interest applicable to Michigan municipal corporations.

ARTICLE I - DEFINITIONS

- 1.1 Person of Authority means any elected official, department head, individual appointed by Township Board to any commission or committee, employee with supervisory authority or an agent retained by the Township in connection with a particular transaction.
- 1.2 Financial Interest means any of the following interests including:
 - Any direct or indirect compensation arrangement with any organization, entity or individual with whom the Township does business;
 - Any direct or indirect ownership or investment interest in any entity or with any individual with whom the Township does business; or
 - Any potential ownership or investment interest in, or compensation arrangement with, any entity or individual with whom the Township is negotiating any potential business transaction.
- 1.3 Family includes an individual's spouse, in-laws, ancestors, children, grandchildren, great grandchildren, siblings (whether by whole or half-blood), and the spouses of children, grandchildren, great grandchildren and siblings.

- 1.4 Compensation means payment of cash, gift(s) or other financial incentives to a person of authority including his/her family member(s).
- 1.5 Gift means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, travel and lodging.

**ARTICLE II –
DISCLOSURE OF CONFLICT OF INTEREST**

- 2.1 In those cases in which there is any actual or potential conflict of interest, a person of authority must disclose, in writing, within ten (10) days of learning of any actual or potential conflict of interest, the existence of the conflict and nature of his or her financial interest to the Township Board of Trustees.

**ARTICLE III –
CONFLICTS RELATING TO PROGRAM GRANTS**

- 3.1 A person of authority shall not participate in the review, consideration or award of any program grant in which the person of authority and/or his/her family has a financial interest in an entity requesting program grants.
- 3.2 No person of authority who exercises or has exercised any functions or responsibility with respect to activities relating to program grants, or who is in a position to participate in the decision-making process or who gains inside information with regard to activities assisted under any program grants, may (a) obtain a financial interest or benefit from an assisted activity, (b) have a financial interest in any contract, subcontract or agreement with respect to an assisted activity or (c) have a financial interest in the proceeds derived from an assisted activity, either for themselves or for those with whom that has family or business ties.

ARTICLE IV – CODE OF CONDUCT

- 4.1 No person of authority shall participate in the selection, award or administration of a contract supported by federal, state or county funds if there exists an actual or potential conflict of interest.
- 4.2 A conflict of interest shall exist if a person of authority or his/her immediate family, his or her partner, or an organization in which a person of authority is employed, or is about to be employed by any of the parties indicated herein, has a financial or other interest in the firm selected for a grant award.

- 4.3 No person of authority shall either solicit or accept gratuities, favors or gifts from contractors or parties to any subcontracts involving Township transactions or the award of a grant.
- 4.4 Any violation of this Policy will subject the person of authority to disciplinary action afforded by an existing collective bargaining agreements or applicable state law.

**ARTICLE V –
PROCEDURES FOR ADDRESSING THE CONFLICT OF INTEREST**

- 5.1 The Township Board shall appoint a disinterested person or committee to investigate an alleged conflict of interest and make recommendations concerning alternatives to any proposed transaction or arrangement regarding a person of authority.
- 5.2 The person of authority shall have the right to address any alleged conflict of interest before the Board appointee or committee.
- 5.3 After exercising due diligence and considering all evidence regarding the alleged conflict of interest, the Board appointee or committee shall issue a written determination whether the person of authority has a conflict of interest with respect to any Township transaction or the award of any program grant. If a conflict of interest is found to exist, the person of authority shall not participate in or use his/her personal influence on any deliberations, discussions or transactions relating to the transaction or award of the program grant. In addition, the person of authority deemed to have a conflict of interest with respect to a particular transaction or program grant, shall not participate in any vote with respect to the consideration or award of the program grant or contract.
- 5.4 The Township Board shall consider the award of any program grant, absent the participation and vote of the person of authority deemed to have a conflict of interest, in accordance with the Michigan Open Meetings Act, Charter Township Act and other applicable statutes. Minutes of the Board's meeting at which consideration of the program grant award is made shall be prepared in accordance with applicable Michigan law.

ARTICLE VI – DISCLOSURE STATEMENT

- 6.1 Each person of authority shall annually sign a Conflict of Interest Disclosure Statement which affirms that he/she:
 - A. has received a copy of the Conflict of Interest Policy;
 - B. has read and understands the Policy; and

C. has agreed to comply with the Policy.

ARTICLE VII – PERIODIC REVIEWS

7.1 The Township Board shall conduct periodic reviews to ensure that the manner in which it considers and awards program grants and other Township contracts and benefits is consistent with the existing Policy.

EXHIBIT B INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the Township on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The Township of Chesterfield shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the Township's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the Township may possess, including any self-insured retentions the Township may have; and any other insurance the Township does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the Township.
- C. Insurance companies and policy forms are subject to approval of the Township Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Township of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the Township, in its sole discretion;
- (c) that the policy conforms to the requirements specified. Contractor shall furnish the Township with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the Township. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

ATTACHMENT C FEE PROPOSAL CHARTER TOWNSHIP OF CHESTERFIELD

COST OF TRANSPORTATION

	Cost Per	Total
Boxes Provided for Transport		
Cost of Transportation		
Additional Mileage		
	TOTAL OF TRANSPORTATION	

PREPARATION OF RECORDS

If Charging Hourly

	Hourly	Total
Removal of Paper Clips, Staples, Etc.		
Straightening of Documents		
	TOTAL RECORD PREP HOURLY	

If Charging Per Page or Document

	Per Page or Per Document	Total
Removal of Paper Clips, Staples, Etc.		
Straightening of Documents		
	TOTAL RECORD PREP PER PAGE/DOC.	

RETRIEVAL RESEARCH

	Hourly	Total
Searching for Documents		
Preparing and Forward to Township		
	TOTAL OF RETRIEVAL SEARCH HOURLY	

SCANNING REGULAR SIZE DOCUMENTS

If Charging Hourly

	Per Hour	Total
Scanning Regular Size Documents		
	TOTAL SCAN REG. SIZE DOCS/HOURLY	

If Charging Per Page or Document

	Per Page	Total
Scanning Regular Size Documents		
	TOTAL SCAN REG. SIZE DOCS/PAGE	

SCANNING BLUE PRINT SIZE DOCUMENTS

If Charging Hourly

	Per Hour	Total
Scanning Blue Print Size Documents		
	TOTAL SCAN BLUE PRINT SIZE DOCS/HOURLY	

If Charging Per Page or Document

	Per Page	Total
Scanning Regular Size Documents		
	TOTAL SCAN REG. SIZE DOCS/PAGE	

INDEXING FILES

Indexing Files Charged Per Hour

	Per Keystroke	Total
Cost to Index Files		
	TOTAL INDEX FILES/HOUR	

Indexing Files Charged Per Keystroke

	Per Keystroke	Total
Cost to Index Files		
	TOTAL INDEX FILES/KEYSTROKE	

Indexing Files Charged Per Document

	Per Keystroke	Total
Cost to Index Files		
	TOTAL INDEX FILES/DOCUMENT	

COST TO SCAN DIRECTLY TO LASERFICHE SERVER

Indexing via Laserfiche Server

	Per Hour	Total
Cost to Index Files		
	TOTAL TO LF/HOUR	

COST TO STORE DOCUMENTS AFTER SCANNIGN COMPLETE

If Charging per Month

	Per Month	Total
Cost of Storage		
	TOTAL FOR STORAGE/MONTH	

If Charging Flat Fee

	Fee	Total
Cost of Storage		
	TOTAL FOR STORAGE/FLAT FEE	

COST TO SHRED DOCUMENTS AFTER SCANNING COMPLETE

If Charging Flat Fee

	Per Month	Total
Cost of Storage		
	TOTAL FOR STORAGE/FLAT FEE	

Please list below any other costs that would be associated with this project that are not listed on this cost sheet:

What is your time frame to complete the job?

Please provide a sample of the final product*:

*We will provide you with a few samples to scan upon request.

ATTACHMENT D

PROFESSIONAL SERVICES AGREEMENT

The selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of the formal agreement. These provisions are general principles which apply to all contractors/service providers to the Township of Chesterfield. The required provisions are:

PROFESSIONAL SERVICES AGREEMENT BETWEEN

**AND THE TOWNSHIP OF
CHESTERFIELD**

FOR Scanning Services Building Permits, Blueprints and Siteplans

The Township of Chesterfield, a Michigan municipal corporation, having its offices at 47275 Sugarbush, Chesterfield, MI 48047("Township"), and _____

("Contractor") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20__.

The Contractor agrees to provide services to the Township under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit : The Charter Township of Chesterfield.

Contract Administrator means Cindy Berry, Chesterfield Township Clerk, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to Township by Contractor under this Agreement

Project means Charter Township of Chesterfield Large Scan Event/Building & Planning
Project name

II. DURATION

This Agreement shall become effective on _____, 20__, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide _____
type of service

("Services") in connection with the Project as described in Exhibit A. The Township retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the Township (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the Township may verify invoices submitted by the Contractor. Such records shall be made available to the Township upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit B, as will protect itself and the Township from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the Township, before the commencement of any work under this contract, documentation satisfactory to the Township demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the Township.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the Township, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the Township's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor Township Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and current professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

- D. The Contractor warrants that it is not, and shall not become overdue or in default to the Township for any contract, debt, or any other obligation to the Township including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE TOWNSHIP

- A. The Township agrees to give the Contractor access to the Project area and other Township- owned properties as required to perform the necessary Services under this Agreement.
- B. The Township shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the Township. Notwithstanding any consent by the Township to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the Township.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The Township may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the Township to effect continued payment under this Agreement are not appropriated or otherwise made available, the Township shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written

notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement 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 Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, 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 Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day 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 on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

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If Notice is sent to the TOWNSHIP, it shall be addressed and

sent to: Township of Chesterfield

Township Clerk Cindy Berry
Charter Township of Chesterfield
47275 Sugarbush
Chesterfield Township, MI 48047

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for **Macomb** County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the **Eastern District of Michigan, Southern Division**, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the Township. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

SCOPE OF SERVICES

(Insert/Attach Scope of Work & Deliverables Schedule the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the Township without restriction or limitation on their use. The Township acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the Township shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The Township's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the Township and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the Township. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name

Its

FOR THE TOWNSHIP OF ANN ARBOR

By _____
Bradley Kersten, Supervisor

By _____
Cindy Berry, Township Clerk

Approved as to substance

Township Administrator

Type Name
Service Area Administrator

Approved as to form and content

Robert Siebert, Township Attorney

EXHIBIT A)

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the Township:

My signature below is my assurance that I have read and understand the following:

- 1) The Charter Township of Chesterfield's Conflict of Interest Policy;
- 2) The insurance requirements for this RFP;
- 3) That I MUST use the document Exhibit C Title Fee Proposal for my submission of fees for the project;
- 4) That I am duly authorized to bind the company submitting the RFP to the proposal as submitted.
- 5) That I have review the proposed draft of the Professional Services Agreement.

Signature

Date

Printed Name of Signer