

**REQUEST FOR PROPOSAL  
2014-15 SAW GRANT PROJECT  
STORM SEWER STRUCTURE INVENTORY  
BENCHMARK SURVEYING AND MAPPING**

**BACKGROUND:**

The City of Traverse City hereby solicits proposals from qualified engineering and surveying firms to complete a Storm Sewer Structure Inventory Benchmark Survey and mapping for the 2014-15 SAW Grant Project. The intent of the City is to have work completed by June 1, 2015. The selected firm shall complete all work for the project in accordance with this Request for Proposals and provide two copies of all survey field notes and electronic files certified by a Licensed Professional Surveyor. All electronic files shall be submitted in Autocad.dwg format containing 3D points and/or GIS shape files using an ESRI format. The Firm selected for the work will be provided with an electronic template file that shall be used for the project. All conversions required to match the City's template shall be included in the work at no additional cost to the City. As part of this work the selected firm will assist the City to convert portions of our current NGVD 1929 benchmark datum points to NAVD88.

Traverse City received a SAW Grant to prepare a comprehensive Asset Management Planning program involving its storm water and wastewater infrastructure. As part of that program, the City must complete an inventory of their storm sewer system. The system is currently comprised of approximately 340,000 lineal feet of storm sewer main, 1,800 storm structures, and an unknown number of culverts maintained by the City. It is currently estimated that approximately 760 storm sewer structures (i.e. manholes, catch basins) will need to be surveyed. This survey will focus on collecting rim elevations for the storm water collection system manholes to facilitate the development of a hydraulic model.

**PROJECT SCOPE**

The storm sewer structure system and benchmark survey shall be performed in accordance with the following scope:

- Prepare for and attend two meetings with City staff. The first will be to kick-off the project and the second will be conducted after the draft deliverables are provided to the City. The surveyor will provide the City meeting minutes with action items after each meeting.
- All work shall be done on the Michigan State Plane Coordinate System (NAVD 88, NAD 83), or that preferred by the City. This is a departure from the current City NGVD 1929 vertical datum.
- Locate all storm sewer structures as designated on the attached system map and set rim elevations at the northern-most point on the rim for each of the 760 designated structures.
- Inform City staff of any manholes that could not be found due to ground cover, pavement, or other obstruction. City staff will endeavor to expose these manholes during the project. Provide an itemized list of all manholes that could not be surveyed due to being covered/obscured (only those manholes that City staff could not expose).

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- Document all structure survey data in a tabular form and electronic spreadsheet.
- Point numbers for data collection shall be coordinated with the City of Traverse City's structure numbering scheme that shall match the City's GIS database. All survey data shall reference the GIS-based structure IDs.
- Write structure IDs on all covers with a white paint marker
- Locate structures to the nearest 0.05 feet, both horizontally and vertically
- Set traverse points and benchmarks as needed and provide three witnesses for each location.
- This work shall be paid for by each manhole rim elevation, with the required accompanying data. The City reserves the right to add or subtract from the total number of manholes to be surveyed.
- It will not be necessary to remove any manhole covers. This project is limited to rim locations and elevations only.
- Survey established City benchmarks (estimated to number 270 within the project area) to convert the current City datum NGVD 1929 to NAVD88. Benchmarks are located on fire hydrants and are either the top of the "A" in Traverse City or the top of the 4" pumper.

**PROJECT DELIVERABLES**

Deliverables shall be provided in draft form upon the completion of ten (10) percent of the survey task (approximately 75 structures). The surveyor shall not proceed with the survey of the remaining ninety (90) percent of the system until they have received the City's review comments on the first ten (10) percent of the system survey. The City will provide the surveyor with comments on the draft for the surveyor to revise deliverables and provide final documents as noted below.

- CAD file (Autocad) with all observed structures shown on base map provided by the City of Traverse city and OHM Advisors
- GIS shape file with all observed structures shown on base map provided by the city of Traverse City and OHM Advisors
- Catalog of completed structure inventories organized by structure ID
- Catalog of all traverse points and benchmarks including descriptions and witnesses
- Inventory of manholes unable to be located and unable to be exposed by City staff

**SUBMISSION OF PROPOSALS:**

Interested firms must submit two (2) copies of sealed proposals and one electronic copy which should include at a minimum the following information:

1. Firm names and introduction.
2. Qualifications of staff to be assigned to this project. Describe where personnel will be physically located while they are engaged in the project.
3. Examples of experience with similar projects.
4. Narrative in which the firm delineates their understanding of what is being requested by the City in this proposal including the items of work they will accomplish for the City, noting any work items they may feel should normally be accomplished under or related to this request, but in their opinion are beyond the scope of what is being requested and therefore not part of this proposal.
5. The methodology, approach or work plan, including timelines, which would be used to complete the project.
6. Proposal Sheet with "Not to Exceed" project cost. **All proposals submitted must also include a separate cost breakdown by Hours and Cost for each location.**

**Sealed proposals must be submitted to Timothy J. Lodge, City Engineer, 400 Boardman Avenue, Traverse City, Michigan, 49684 no later than 2:00 p.m., December 5, 2014. "2014-15 SAW GRANT PROJECT STORM SEWER STRUCTURE INVENTORY BENCHMARK SURVEYING AND MAPPING" shall be clearly marked on the outside of the sealed envelope. Submittals sent by email or telefax will not be accepted. Questions may be addressed to **Timothy J. Lodge, City Engineer**, 231-922-4455.**

**EVALUATION OF PROPOSALS:**

All proposals received shall be subject to evaluation by the City of Traverse City. This evaluation will be conducted in the manner appropriate, as may be deemed by the City, for the selection of a firm for the purpose of entering into a contract to perform this project. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The City does not intend to award a contract for this work solely on the basis of any response made to this request. The following facts, along with other items, will be considered:

1. The firm's expertise and experience as related to the required work.
2. The firm's understanding of the project scope and quality of the firm's project approach.
3. The cost and time scheduled as proposed.
4. Qualifications and availability of the key staff members proposed to work on this project.
5. Involvement of the firm in similar types of projects, reference responses and quality of work on previous projects.

**All proposals submitted must include "not to exceed" cost figures and separate cost breakdown by Hours and Cost for each location for the 2014-15 SAW GRANT PROJECT STORM SEWER STRUCTURE INVENTORY BENCHMARK SURVEYING AND MAPPING.**

**INSURANCE:**

The Firm is required to provide and maintain at all times during this project the following insurance. Certified copies, setting forth the limits and coverage, shall be furnished to the City Engineer before commencing with any work. The policy shall contain endorsements stating that a 10-day notice will be given to the City prior to termination or any change in the policy and shall describe the project and provide coverage for the following terms:

- A. Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit with the City listed as an additional insured. Professional liability insurance coverage in the amount of \$1,000,000 minimum.
- B. Motor Vehicle Liability Insurance, including applicable no-fault coverage, combined single limit bodily injury and property damage shall be maintained during the life of the contract. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- C. Workers Compensation Insurance, including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- D. If any of the insurance is canceled, the Firm shall cease operations, and shall not resume until new insurance is obtained.

**SUPPLEMENTAL INFORMATION AND REQUIREMENTS:**

The City of Traverse City reserves the right to waive any informality or defect in any proposal, to accept any proposal or parts thereof or to reject any or all proposals, should it deem it to be in the best interest of the City of Traverse City to do so. The City reserves the right to revise the contents of the proposal and to negotiate all aspects of this proposal and any future agreement with the successful firm of the City's choice. The City further accepts no responsibility for expenses which may be incurred in the preparation of such proposals. The selected firm shall be expected to comply with all applicable State and Federal laws in the performance of services. Submittals to the City are considered public information. The City has the right to disclose information contained in the submittals. The City further reserves the right to photocopy, circulate or otherwise distribute any material submitted in response to the Request for Proposal (R.F.P.). Original materials which the consultant may wish returned shall be clearly marked to be returned to them.

The selection of the successful firm shall be made without regard to race, color, sex, age, religion, sexual preferences, handicap, political affiliation, veteran status, or national origin. The City is an Equal Opportunity Employer.

The selected Firm will be required to enter into a Consultant Agreement for this project. A sample agreement is attached.

Any questions regarding this request for proposal shall be submitted in writing to the City Engineer at least seven (7) days prior to the deadline for submitting the request for proposal. Written answers to questions, which in the opinion of the City may change or substantially clarify the request for proposal, will be submitted to all prospective firms.

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**PROPOSAL SHEET**

**TITLE: 2014-15 SAW GRANT PROJECT STORM SEWER STRUCTURE INVENTORY BENCHMARK SURVEYING AND MAPPING**

**DUE DATE: 2:00 p.m., Friday, December 5, 2014**

Having carefully examined the attached R.F.P. and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this proposal.

The undersigned understands and agrees that they must be licensed to do business as Professional Surveyors in the State of Michigan.

The undersigned submits this proposal and agrees to meet or exceed all requirements and specifications listed on the R.F.P., unless otherwise indicated in writing and attached hereto.

The undersigned certifies, as of the date of this proposal, not to be in arrears to the City of Traverse City for debt or contract or is in any way a defaulter as provided for in Section 152, Chapter XVI of the Charter of the City of Traverse City.

The undersigned understands and agrees, if selected to be awarded this work, to enter into an agreement with the City to supply this work.

The undersigned understands that the City reserves the right to accept any or all proposals in whole or in part and to waive irregularities in any proposal in the interest of the City. The Proposal will be evaluated and awarded on the basis of best value to the City. The decision criteria to be used, but will not be limited to, is price, accessories, options and overall capability to meet the needs of the City.

The undersigned agrees that the proposal may not be withdrawn for a period of 60 days from the actual date of the opening of proposals.

Item No	Est Qty	Unit	Description of Items	Unit Price	Total Price
1	760	EACH	Storm Sewer Structure Inventory		
2	270	EACH	Benchmarks		

**Total Cost**

**\$ \_\_\_\_\_**

Submitted by:

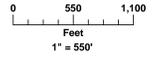
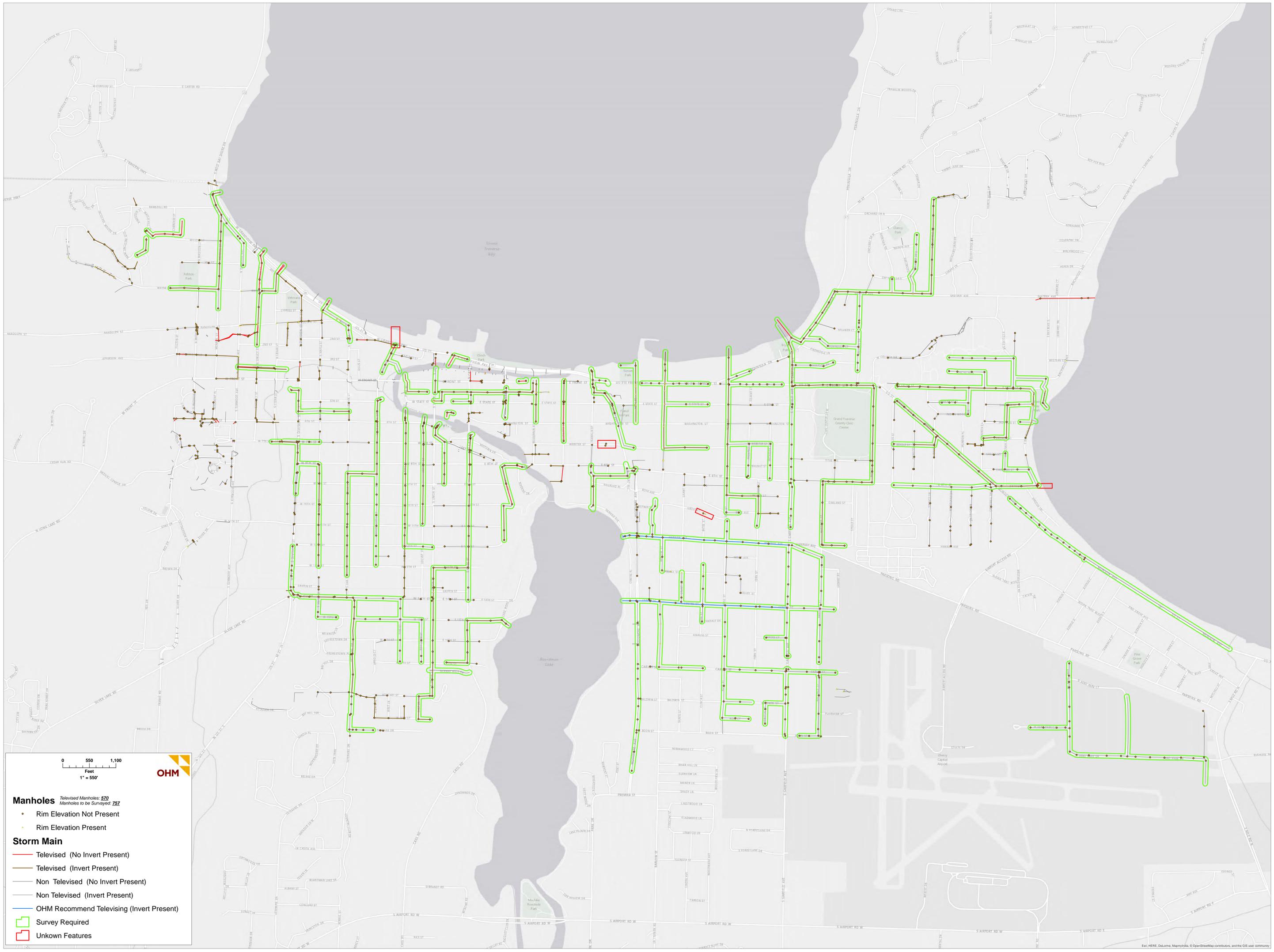
\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Name & Title - print)

\_\_\_\_\_  
 (Telephone Number)

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Company Address, City, State, Zip Code)



- Manholes** *Televised Manholes: 570  
Manholes to be Surveyed: 757*
- Rim Elevation Not Present
  - Rim Elevation Present
- Storm Main**
- Televised (No Invert Present)
  - Televised (Invert Present)
  - Non Televised (No Invert Present)
  - Non Televised (Invert Present)
  - OHM Recommend Televising (Invert Present)
  - Survey Required
  - Unknown Features



CITY OF TRAVERSE CITY  
CONSULTANT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and \_\_\_\_\_, a (sole proprietorship/partnership/corporation) of \_\_\_\_\_, (if a corporation, state of incorporation) (the "Consultant");

WHEREAS, the City desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

[BRIEF DESCRIPTION OF PROJECT]

and the Consultant wishes to furnish such technical and professional service to the City and has represented that the Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
  - A. Notice
  - B. Request for Proposals/Bids
  - C. Consultant's Proposal/Bid
  - D. Schedule of Payments
  - E. Timetable for Activities
2. Scope of Services. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The City shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the total sum of \$ \_\_\_\_\_ in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence within \_\_\_\_\_ working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the Consultant to the City is that of an independent contractor and in accordance therewith, the Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or

application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Consultant to be a joint venture.

6. The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Consultant shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Consultant or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement. The Consultant shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Consultant expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and

effect. This provision shall survive the termination of this Agreement.

**USED WHEN CITY IS NAMED AS ADDITIONAL INSURED:**

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Consultant is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Consultant's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

**USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:**

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

A. Commercial General Liability. The Consultant shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Consultant's work, including completed operations coverage (if required in the Request for Proposals/Bids).

B. Professional Liability. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Consultant, on a claims made basis with a three (3) year reporting period; or in the alternative, the Consultant must continuously maintain the required Professional Liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Consultant's Professional Liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Consultant must purchase a three-year Extended Reporting Period at the Consultant's expense (if required in the Request for Proposals/Bids).

C. Workers Compensation. The parties shall maintain suitable workers

compensation insurance pursuant to Michigan law and the Consultant shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Consultant with all information currently available to the City upon request of the Consultant. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Consultant's duties under this Agreement must be in writing.

16. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless the City Manager and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the City.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect,

which would conflict in any manner or degree with the performance of the Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Consultant shall correct the violations referred to in the notice. If the Consultant does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Consultant at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Consultant at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that

termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

25. Delay. If the Consultant is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Consultant shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it may be decided by final and binding arbitration according to the rules and procedures of the American Arbitration Association or a similar agreed to organization or arbitrator. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Consultant. Copies of the City-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Consultant are only for convenience of the Consultant. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Consultant. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Consultant's seal or the identification of the Consultant in the title block.

30. Freedom of Information Act. The Consultant acknowledges that the City may be required from time to time to release records in its possession by law. The Consultant hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Consultant shall not be held liable for any reuse of the documents prepared by the Consultant under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Consultant recommend further work concerning the project, the City is under no obligation to engage the Consultant in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By \_\_\_\_\_  
Michael Estes, Mayor

By \_\_\_\_\_  
Benjamin C. Marentette, City Clerk

CONSULTANT

APPROVED AS TO SUBSTANCE:

By \_\_\_\_\_  
Signature

Jered Ottenwess, City Manager

\_\_\_\_\_  
Name and Title (print or type)

APPROVED AS TO FORM:

\_\_\_\_\_  
Lauren Tribble-Laucht, City Attorney

DRAFT

## SCOPE OF SERVICES

[Request for Proposals/Bids and the Consultant's Proposal/Bid inserted here]

DRAFT

## SCHEDULE OF PAYMENTS

Payments may be made to the Consultant after satisfactory service and upon receipt of a valid invoice approved by the City.

Final payment shall be made upon completion of all the Consultant's services. Total payment including expenses shall be \$\_\_\_\_\_.

DRAFT

## TIMETABLE FOR ACTIVITIES

The Consultant's services shall commence within \_\_\_\_ working days after execution of this Agreement. The schedule of activities shall follow the City's Request for Proposals/Bids and the Consultant's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than \_\_\_\_\_.

DRAFT