



January 19, 2024

Bidder:

The City of Traverse City will receive emailed bids in response to this RFP published by the City of Traverse City Office of the Planning & Zoning Department, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Friday, February 9, 2024, at 10:00 a.m.** for the following:

**Consultant Services for the Preparation of a Five-Year Consolidated Plan
and FY 24/25 Annual Action Plan**

If the specifications are obtained from the City's website link at: [City of Traverse City Bids](#), and at <https://www.bidnetdirect.com/mitn> it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to ksheridan@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified.

All bid responses must be emailed. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Bid" together with the project description, "Consultant Services for the Preparation of a Five-Year Consolidated Plan and FY 24/25 Annual Action Plan" and submit your e-mailed bid to tcmanage@traversecitymi.gov **before February 9, 2024 at 10:00 a.m.**

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met. If you have any questions, please contact Leslie Sickterman, Deputy Planning Director at (231) 922-4411 before the bid is submitted.

PLEASE SUBMIT EMAILED BID TO: tcmanage@traversecitymi.gov

SPECIFICATIONS

The City of Traverse City, Michigan is seeking a consultant to assist in meeting HUD-mandated planning requirements associated with its CDBG program, specifically the development of a Five-Year Consolidated Plan (Con Plan), 2025-2029 and the Annual Plan Fiscal Year 2024/25.

BACKGROUND

Traverse City is located within HUD Region 5 (headquartered in Chicago with a field office in Detroit) and is one of 35 CDBG entitlement communities in Michigan. The City is in its first year of receiving CDBG Entitlement funding. Funding will vary from year to year.

The selected Consultant(s) will collaborate with City staff to develop a final scope of work and schedule that will result in final drafts of the Consolidated Plan and Assessment of Fair Housing no later than April 15 2024.

Public involvement is a required key component of this process. The Consultant(s) will develop a strategy for public and stakeholder participation in the project. The Consultant(s) will manage content and timing related to public meetings, focus groups, etc. City staff can help with scheduling and set-up.

The City has a current Housing Needs Assessment and a Public Participation Process that will be incorporated into the Consolidated Plan. The Housing Needs Assessment can be accessed through a link under the RESOURCES section this RFP.

The Consolidated Plan needs to be submitted and approved by HUD no later than May 15, 2024.

Anticipated Project Deliverables

The project will result in the following primary deliverables. Additional intermediary deliverables may be identified by the Consultant(s) and/or City as the scope of work is finalized.

- Development of 2025-2029 Consolidated Plan, includes refined needs assessment and market analysis covering housing, homelessness, special needs, non-housing community development assets submitted to HUD via IDIS no later than May 15, 2024.
- Fiscal Year 2024/25 Action Plan (embedded in the Consolidated Plan)
- Development of the Assessment of Fair Housing

SCOPE OF SERVICES

A Citizen Participation Plan (CPP) (24 CFR 91.401) as an appendix, an Analysis of Impediments to Fair Housing Choice (AI) (to meet its obligation to affirmatively further fair housing) (24 CFR 91.405 and 24 CFR 91.410), Action Plan (24 CFR 91.420), Strategic Plan (24 CFR 91.415) and required Certifications (24 CFR 91.425) are all part of the plan requirements.

The specific requirements for the Consolidated Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91). Regulations, notices and guidance for preparing a Consolidated Plan submission can be found at (but not limited to): <https://www.hudexchange.info/programs/consolidated-plan/>

I. Process Preparation

- Obtain authorization and passwords for use of HUD's IDIS online reporting system.
- Review any revisions and additions to the consolidated plan process and/or the consultation process for incorporating the requirements of affirmatively furthering fair housing.
- Review Traverse City's existing Citizens Participation Plan (See RESOURCES Section of this RFP) ensuring it meets the requirements outlined in 24CFR91.401 All consultation and the scope of work shall be undertaken as provided in the Citizens Participation Plan.
- Review the requirements for using the Consolidated Plan template in IDIS and discuss the format of the plan with the NDR Grant Administrator, considering any federal regulation changes, and the most recent HUD notices and guidance, Office of Fair Housing requirements and OMB requirements.
- Review e-mails from HUD representatives (to be provided by the City of Traverse City) relating to the Consolidated Plan process.
- Review HUD's most recent Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees
- Prepare a timeline for project milestones including proposed community meetings and stakeholder interviews and including deadlines for posting of legal notices and advertisements. This timeline will be made available to the public to explain the process.

****Note:** Consultant is responsible for being up-to-date and adhering to all HUD requirements for complete submission of the 5 Year Consolidated Plan and one-year Action Plan.

II. Needs Assessment

- Refining the City's Community Overview & Housing Market Summary (2023) (See **Resources**) in the areas of affordable housing, community development, and homelessness to fully comply with the standards of 24 CFR 91.405 for a Needs Assessment.
- Assist City staff in consulting with public and private agencies as outlined in 24 CFR 91.100.
- Assist City staff in conducting public participation summarizing public comments.
- Assist City staff in conducting focus group meetings, along with interviews with community stakeholders - to be determined with City of Traverse City staff and consultant but at a minimum should include representatives from City departments that utilize CDBG funds for projects, business community, housing agencies, social service agencies, and other individuals deemed appropriate.
- Using needs assessments, market analyses, and input from focus groups and public participation activities to make recommendations for a strategic plan.
- Providing a draft Consolidated 5-Year Plan and Year 1 Action Plan to City of Traverse City staff for review no later than April 8, 2024. The draft Consolidated Plan should include an Executive Summary, graphs, tables, maps, charts, and other applicable data.
- Finalize any edits to Plans from City of Traverse City staff review to release Plans for public comment no later than May 31, 2024.
- Incorporate City of Traverse City responses to comments received during public comment period into final Plans and provide electronic documents May 15, 2024

The Consultant shall gather factual and broad community input through citizen participation and data collection including:

- Review all data collection and statistical analysis (demographic, income, employment, housing, mortgage lending, etc.) necessary to meet HUD requirements for these documents, to include:
 - With City staff assistance, comprehensive review of the jurisdiction's laws, regulations, and administrative policies, procedures, and practices;
 - An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;
- Assist City staff in the
- Prepare summary of comments, conduct analysis and assess data gathered and develop 5-year priority recommendations incorporating factual data and public input collected to support those recommendations
- Provide notice to other required organizations.

III. Preparation of 5 Year Consolidated Plan, 1 Year Action Plan and CAPER Report

- Develop a draft Consolidated Plan that includes 5-year funding goals, priorities and strategies, along with proposed accomplishments and performance measurements.
- Develop a draft FY25 Annual Action Plan that includes proposed activities, proposed accomplishments and performance measurements
- Prepare submission of the 5-year Consolidated Plan and the FY25 Annual Action Plan through the templates in IDIS
- With assistance of City staff, prepare maps to include in the plans (using HUD's CPD maps, as applicable).
- Prepare tables, charts, illustrations and photographs to include in plans.
- Provide interval copies of plan sections to City staff for review and comment before public draft of plan is finalized.
- Present drafts of both documents at an evening public.
- Prepare and submit FY 25-year end CAPER reports to HUD.

IV. Finalization of the 5 Year Consolidated Plan & 1 Year Action Plan

- Prepare last draft of both the Consolidated Plan and Annual Action Plan, incorporating information received at the public meeting, public comments and comments from City Staff.
- Prepare HUD's Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees.
- Provide all final work products to the City of Traverse City.

V. On-Going Technical Assistance

- Provide on-going technical assistance as needed by City Staff to comply with HUD requirements and reporting standards
- Assist in preparation of the CAPER report required by HUD

RESOURCES

[Consolidated Plan Guidance:](#)

[Assessment of Fair Housing Guidance](#)

[City's Community Overview & Housing Market Summary \(2023\)](#)

[City's Public Participation Plan](#)

SUBMITTAL OF PROPOSALS (Please limit submittals to no more than 20 pages)

A. Letter of Interest

The letter should identify Consultant's interest in responding to the RFP; the authorized negotiator; all members of the proposed team, as well as relationships among them.

B. Statement of Qualifications

Provide a narrative statement describing the Consultant and its primary business line. Describe the project team and provide an organizational chart specific to the personnel assigned to accomplish the Scope of Services described in this RFP. Provide a list of each person who will work on the project and provide their resume.

C. Statement of Work

Provide a detailed work plan describing the methodology that will be used to develop the Consolidated Plan and Year 1 Action Plan and demonstrating an understanding of the Scope of Services. The work plan should include a detailed plan for consultation and public participation and a schedule of work/timelines for major activities and processes.

D. Cost

Provide a project budget/breakdown of all costs associated with the performance of the Scope of Services as required in this RFP, including total cost for the project; total costs for each service/deliverable on a time and material basis; and an itemized list of all direct and indirect costs, such as staff and associated overhead, costs related to copying and production, and travel costs, if any.

Separately, provide an hourly rate for on-going technical assistance for the 5 year life of the Consolidated Plan document.

GENERAL INSTRUCTIONS

1. The deadline for submissions is **Friday, February 9, 2024 at 10 a.m.** Submittals will only be accepted via email (please provide a .pdf). Please limit submittals to no more than 20 pages. **Please direct inquiries to:**

Leslie Sickterman, Deputy Planning Director
City of Traverse City
400 Boardman Avenue
Traverse City, MI 49684
lsickterman@traversecitymi.gov
231-922-4411

2. The City of Traverse City reserves the right to waive irregularities, to reject any or all submissions, to re-solicit submissions, and to negotiate with selected respondents if such action is deemed to be in the City's best interests.

3. The City of Traverse City retains the right to negotiate modifications to all submissions.

4. No reimbursement will be made for any costs incurred in responding to this request.

5. Execution of Agreement. The successful bidder will be required to execute a Vendor Agreement with the City of Traverse City and comply with all requirements of said Agreement. In case of failure of successful bidder to execute and return the Agreement and all required documents within the time allowed, the City may, at their option, consider the bidder having abandoned the project. A sample copy of the City of Traverse City Vendor Agreement is attached hereto.

RFP Release	January 19, 2024
Questions due	January 25, 2024
Response to questions issued by City (If any received)	January 29, 2024
Proposals due	February 9, 2024 at 10 a.m.
Interviews or phone consultations	Week of February 12, 2024
Consultant approved	February 26, 2024 City Commission Mtg.

BIDDER - PLEASE COMPLETE AND RETURN

BID SUMMARY

TITLE: **Consultant Services for the Preparation of a Five-Year Consolidated Plan and FY 24/25 Annual Action Plan**

DUE DATE: **Friday, February 9, 2024 by 10:00 a.m.**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept the City's standard Purchase Order / Service Order / Contract, the terms of which are not negotiable, and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse City's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or

(e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Submitted by:

Signature

Name and Title (Print)

Phone Fax

EMAIL ADDRESS:

Company Name

Company Address

City, State, Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. _____

Contact Person: _____ Telephone: _____

2. _____

Contact Person: _____ Telephone: _____

3. _____

Contact Person: _____ Telephone: _____

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

2. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

3. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

CITY OF TRAVERSE CITY
VENDOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024, 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 "Vendor");

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

[BRIEF DESCRIPTION OF PROJECT]

and the Vendor wishes to furnish such technical and professional service to the City and has represented that the Vendor 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. Vendor's Proposal/Bid
 - D. Schedule of Payments
 - E. Timetable for Activities
2. Scope of Services. The Vendor 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 Vendor and the Vendor 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 Vendor to the City is that of an independent contractor and in accordance therewith, the Vendor 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 Vendor to be a joint venture.

6. The Vendor's Responsibility. The Vendor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Vendor 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 Vendor to the City, the same amount may be deducted from any sum due to the Vendor under this Agreement or under any other contract between the Vendor 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 Vendor.

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 Vendor 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 Vendor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Vendor to comply with the provisions of this Agreement. The Vendor 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 Vendor 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 Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor 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 Vendor is required to name the City as additional insured, and 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 Vendor'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. Upon request by the City Clerk, Vendor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:

10. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor 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. Upon request by the City Clerk, Vendor shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Vendor 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 Vendor's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Vendor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor 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 Vendor 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 Vendor 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 Vendor with all information currently available to the City upon request of the Vendor. 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 Vendor because of its ability and reputation and none of the Vendor'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 Vendor's duties under this Agreement must be in writing.

16. Third Party Participation. The Vendor agrees that despite any subcontract entered into by the Vendor for execution of activities or provision of services related to the completion of this project, the Vendor shall be solely responsible for carrying out the project pursuant to this Agreement. The Vendor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Vendor in the conduct of the project unless the City Manager and the Vendor agree to modification in a particular case. The Vendor 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 Vendor. The Vendor 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 Vendor's services and duties

hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Vendor 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 Vendor. The Vendor 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 Vendor 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 Vendor 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 Vendor shall correct the violations referred to in the notice. If the Vendor 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 Vendor 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 Vendor 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 Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor 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 Vendor 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 Vendor 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 Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, 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 shall be decided by final and binding arbitration according to the rules and procedures of Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 et seq or as otherwise agreed to by the parties. The parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13th Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County 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 require the parties to participate in at least one mediation session 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 Vendor. Copies of the City-furnished data that may be relied upon by the Vendor are limited to the printed copies (also known as hard copies) that are delivered to the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Vendor are only for convenience of the Vendor. 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 Vendor. 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 Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the Vendor 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 Vendor's seal or the identification of the Vendor in the title block.

30. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor 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 Vendor shall not be held liable for any reuse of the documents prepared by the Vendor 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 Vendor recommend further work concerning the project, the City is under no obligation to engage the Vendor 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.

36. Iran Economic Sanctions Act. The Vendor certifies that it is not an Iran linked business as defined under the Iran Economic Sanctions Act (MCL 129.311 *et seq.*) and will not, during the performance of this Contract, violate the provisions of the Iran Economic Sanctions Act, as amended.

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

APPROVED AS TO SUBSTANCE:

CITY OF TRAVERSE CITY

Elizabeth Vogel, City Manager

By _____
Amy Shamroe, Mayor

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

By _____
Benjamin C. Marentette, City Clerk

CONSULTANT

By _____

Signature

Name and Title (print or type)

SCOPE OF SERVICES

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

SAMPLE

SCHEDULE OF PAYMENTS

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

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

SAMPLE

TIMETABLE FOR ACTIVITIES

The Vendor'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 Vendor's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than _____.