



**CITY OF
TRAVERSE CITY**

REQUEST FOR PROPOSALS

SURFACE WATER INTAKE PROTECTION PLAN

City of Traverse City

Issued Date:

May 19, 2023

Proposal Due:

June 2, 2023, 10:00AM

Issued by:

City of Traverse City

Art Krueger, P.E.,
Director of Municipal Utilities
400 Boardman Avenue
Traverse City, MI 49684

Part I: Proposal Scope of Work and Deliverables

A. Project

The City is seeking to select a qualified team with expertise in drinking water engineering and planning services to create Traverse City's Surface Water Intake Protection Plan (SWIPP). The main components of the scope of work will be as follows:

- **Make application on behalf of the City of Traverse City for the EGLE Source Water Protection Grant by deadline June 30, 2023**
- **The City of Traverse City Surface Water Intake Protection Plan must be completed by June 1, 2024.**

Specific services, although not all-inclusive, are to be performed as follows:

- Utilizing guidance documents from the Michigan Department of Environment, Great Lakes and Energy (EGLE), draft and finalize a Surface Water Intake Protection Plan for ultimate acceptance and approval by the City of Traverse City and EGLE. Available reference documents include the 2004 Source Water Assessment Report for the City of Traverse City Water Supply found on the City's website at:

<https://www.traversecitymi.gov/userfiles/filemanager/4m23m71ifdr0zcik8ib9/>

- Identify and engage stakeholders in the process.
- Appropriately inform and educate the broader public.

1. Engagement

The SWIPP will be developed through meaningful engagement with City staff including the Director of Municipal Utilities, the Water Treatment Plant's Operator-In-Charge (OIC) and other representatives from the surrounding community.

The City welcomes comments on engagement including suggestions on the number and type of meetings as well as comments on project milestones.

2. Deliverables

The SWIPP will include recommendations to meet the long-term water protection needs of the City. The plan and its components should be based upon the information gathered through the engagement process, and in consideration of the organizational goals, and EGLE requirements.

3. *Timeframe*

Make application on behalf of the City of Traverse City for the EGLE Source Water Protection Grant by deadline **June 30, 2023**.

Deliver the SWPP should occur no later than **June 1, 2024**.

4. *Plan Costs*

The City requests a fee proposal as part of this RFP. Payment for services is anticipated to be based on an approved hourly rate schedule. Proposals shall include a not-to-exceed amount on the included Bid Submittal form in Appendix 1.

Part II: Proposal Submittal Instructions, Format, and Award

A. Proposal Definitions

“Bidder” means an individual or business submitting a proposal to the City of Traverse City.

“City” means the City of Traverse City.

B. Proposal Schedule

The expected proposal schedule is listed below. The City reserves the right to change the proposal schedule. If changes are made, bidders will be notified in the form of an addendum to the RFP as posted on the City's website. It is the responsibility of the bidders to check the City's website for addenda that may be issued up to 3 days prior to the proposal due date.

Proposal Schedule	
May 19, 2023	Issuance of RFP
May 26, 2023 at 5:00 pm	Deadline to submit questions
June 2, 2023 at 10:00 am	Receipt of proposals
June 2 - 9, 2023	Proposal evaluation
June 12, 2023	Proposal selection/award

C. Proposal Submittal Instructions

Two (2) proposals are to be submitted in sealed packages **by Friday, June 2, 2023, at 10:00 am EST** to the City Manager's office. Emailed bids *will be* accepted, to the email address below. Late submissions will not be considered.

Submittal Address: Kim Sheridan, Executive Assistant
City Manager's Office
400 Boardman Ave, 2nd Floor
Traverse City, MI 49684
tcmanage@traverscitymi.gov

Failure to comply with the requirements of this RFP may result in disqualification. Proposals received after the time and date specified above will not be considered.

Signature on the proposal by the bidder constitutes acceptance of terms, conditions, and requirements set forth herein.

Bidders must submit Two (2) original hard copies and, one (1) electronic copies (saved on a thumb drive) of the proposal in a sealed package labeled with the bidder's company name and the RFP name.

Upon submission, all proposals and supporting documents become public information subject to the State of Michigan Freedom of Information Act.

D. Proposal Format

Proposals should be prepared simply and economically providing a straightforward, concise description of the ability to meet the requirements of the RFP. All proposals should be presented in the following format:

1. Cover Letter - Introducing the bidder's organization and providing a brief synopsis of their experience in providing the services being requested in the RFP.
2. Executive Summary - Briefly outlining the bidder's response to the RFP, their qualifications and other pertinent information which might assist the County and City in evaluating the proposal.
3. Letter of Transmittal - Containing the following information:
 - a) Company that will be providing the services required in the RFP. A bidder must identify any subcontractors which may be used for the tasks or work each subcontractor would be expected to perform, the experience and credentials of each sub-consultant; and each sub-consultant's legal identity, physical address, telephone number, website, and e-mail address; and the licensures and/or certifications, if any, of each sub-consultant's employee who would be expected to provide work on the project.

- b) Point of contact for RFP clarification or additional information.
 - c) Person authorized to legally obligate the bidder.
 - d) Contact information which must include name, address, phone, and email.
 - e)
- 4. Bidder's Experience - The bidder should demonstrate an established competence with respect to preparing SWIPP, or similar plans, preferably on behalf of Michigan municipal corporations.
 - a) The bidder should list at least three (3) references to include counties and cities within the State of Michigan if applicable.
 - b) Not having experience in providing requested services to counties and cities shall not exclude any bidder from participation and consideration during the RFP process.
 - c) Proposals should include a listing of qualifying experience with similar projects including locations, organization names and the number of years of providing service. Additionally, include the name, address, email, and phone number of the person who served as the primary client contact for the project.
- 5. Bidder's Qualifications – The bidder should provide the following:
 - a) Description of the bidder's ability to provide the service level as outlined in Part I - Scope of Work and Deliverables.
 - b) Description of the bidder's method of approach to demonstrate an understanding of the project, challenges, and strategies that will be employed to complete the project.
- 6. Bid Submittal Form – The bidder shall complete the Bid Submittal form provided as Appendix 1 and attach a proposed schedule of milestones to complete the project.

E. Evaluation Criteria

The City reserves the right to accept or reject any or all proposals or portions of proposals, to waive irregularities, and to request written clarification of proposals and supporting materials. The City reserves the right to accept the proposal or a portion of the proposal that is deemed in the best interests of the City after all proposals have been examined and evaluated. Nothing in this RFP shall obligate the City to select a bidder or enter into any agreement with a bidder. No agreement between the City and a bidder shall be binding or enforceable unless it has been reduced to writing and executed by duly authorized officers of each part of any such contract.

F. Contract Award

A contract may be pursued with a bidder whose proposal shows them to be best qualified, responsible, and capable of providing the necessary services to the City. The cost of services will also be considered. A sample standard consultant contract as developed and used by the City is attached as Appendix 2. The City is not obligated to

consider any requested changes that materially alter the terms of the sample standard consultant contract.

All decisions regarding the award of the contract will ultimately be made by the City of Traverse City.

G. Incurring Costs

The City is not liable for any cost incurred by the bidder prior to the issuance of a contract, including but not limited to costs associated with preparing or submitting a proposal.

H. Inquiries

All inquiries concerning this RFP, including questions related to technical issues, are directed through email to the following contact.

Contact: Art Krueger
Title: Director of Municipal Utilities
Email: akrueger@traversecitymi.gov

The City will accept inquiries or Requests For Information (RFI) **until May 26, 2023 5:00 pm EST.**

BID SUBMITTAL FORM

SURFACE WATER INTAKE PROTECTION PLAN

DUE DATE: JUNE 2, 2023 at 10:00 AM

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 a Purchase Order / Service Order / Contract and to provide proof of the required insurance.

The 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:

Appendix 1

Bidder - Please complete and return

- 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.

*****BIDDER – ATTACH A PROJECT SCHEDULE INCLUDING MILESTONES*****

Appendix 1**Bidder - Please complete and return**

By signing below, signer affirms that he/she is an authorized representative of the Bidder, and has the authority to submit a bid for the work.

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone

City, State, Zip

Email Address

Sole proprietorship/partnership/corporation

If corporation, State of corporation

**A. NOT-TO-EXCEED COST FOR SWIPP GRANT APPLICATION BY JUNE 30, 2023
ON CITY'S BEHALF:**

\$ _____

B. NOT-TO-EXCEED COST FOR SWIPP:

\$ _____

TOTAL NOT-TO-EXCEED COST (A+B):

\$ _____

Addenda Acknowledgement: Addendum #(s) _____ hereby acknowledged.

Appendix 2
CITY OF TRAVERSE CITY
VENDOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, 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.

CITY OF TRAVERSE CITY

By _____
James C. Carruthers, Mayor

By _____
Benjamin C. Marentette, City Clerk

VENDOR

By _____
Signature

Name and Title (print or type)

APPROVED AS TO SUBSTANCE:

Martin A. Colburn, City Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

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 _____.

SAMPLE