

September 10, 2024

Vendor:

The City of Traverse City will receive sealed proposals in the Office of the City Manager, second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Thursday, October 10, 2024 at 10:00 a.m. (EDT)** for the following:

RFP: GRANT WRITING SERVICES

If the specifications are obtained from the City's website link at: [City of Traverse City Proposals](#), it is the sole responsibility of the vendor to check the website for updates and addenda prior to the proposal being submitted. Vendor may also sign up to receive notifications when proposals and requests for proposals are posted by sending an email requesting same to ksheridan@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the proposals 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 vendor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the vendor.

You must indicate on the outside of the sealed envelope that the proposal is for **"Grant Writing Services."** You must submit **two (2) sealed copies** of the proposal to the City Manager's Office prior to the above-indicated time and date or the proposal will not be accepted. Alternatively, emailed proposals **will be** accepted. Please indicate in the subject line of your email that you are submitting a "Sealed Proposal" together with the project description, **"Grant Writing Services,"** and submit your emailed proposal to tcmanage@traversecitymi.gov before Thursday, October 10, 2024 at 10:00 a.m. (EDT).

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed proposal 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 City Manager, Elizabeth Vogel, at evogel@traversecitymi.gov before the proposal is submitted.

PLEASE SUBMIT PROPOSAL TO:

Kim Sheridan, Executive Assistant
City of Traverse City / Manager's Office
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684
Email: tcmanage@traversecitymi.gov

Request for Proposals for Grant Writing Services

- **Department:** City Manager
- **Start Date:** September 12, 2024
- **Close Date:** **October 10, 2024 at 10:00 a.m. (EDT)**

The City of Traverse City (“City”) is soliciting proposals from qualified vendors (“Respondents”) to enter into a temporary, grant research and writing services contract with the City as described in this Request for Proposals (“RFP”). The selected Respondent will provide assistance in researching and securing grants related to various areas, including but not limited to carbon neutrality, environmental initiatives, parks and recreation, housing, transportation and public safety. The purpose of this RFP is to identify and select a firm or firms that can provide comprehensive grant research and writing services to help the City maximize the benefits of grant funding for our community initiatives, as more fully detailed in the Scope of Services section of this RFP (“Services”). Respondents should have demonstrated experience and expertise in grant research and writing services, specifically in the areas identified in the RFP, track record of successful grant acquisitions and proven ability to secure funding for community-based projects.

This RFP provides a general description of services anticipated, submittal requirements, outlines selection criteria and the selection process. A response to this RFP (“Proposal”) should serve as a complete approach to providing the services. Joint submittals are encouraged to ensure the ability to provide all services requested in this scope. Any proposed subcontractors/team members must be identified and their roles clearly defined in the Proposal.

The City intends to execute a Consultant Agreement around with the selected Respondent (“Consultant”) on a non-exclusive basis for a term that encompasses the length of time the Services are anticipated to require, subject to annual appropriation. Any selected Respondent will be expected to enter into a Consultant Agreement (Attachment A) with the City consistent with the terms of this RFP.

Submission requirements and deadlines are detailed in Section 6 of this RFP:

- Questions regarding the proposal requirements may be directed to City Manager, Elizabeth Vogel, at evogel@traversecitymi.gov
- **Proposals must be received by 10:00 a.m. EDT on Thursday, October 10, 2024.**

The City reserves the right to modify this RFP or the selection process, to cancel this RFP, to reject or accept any Proposal, and to waive any informalities or irregularities in any Proposal, without liability, at any time.

SCOPE OF SERVICES

Project Goals

The City seeks to increase its awareness of grant opportunities and to apply for grants which address documented City needs associated with carbon neutrality and other service delivery and the goals of City Commission without utilizing tax dollars or taking away funds from other projects. The grant writer will be working on grants that support qualifying government services pursuant to the Treasury Rules and other existing regulations governing the use of 2022 Inflation Reduction Act funding and ARPA funds.

General Project Requirements

Consultant will be responsible for searching for, writing, and applying for grants. The tasks are as follows: Task 1) grant research, Task 2) prepare an analysis and assessment of each viable grant opportunity, Task 3) coordination and collaboration with the City staff, Task 4: Grant writing, and Task 5) project support and compliance.

Key Deliverables & Tasks

The tasks identified below shall conform to the City's branding, formatting, and case project processing.

Task 1: Grant Research

Expectations: The contractor will research and locate relevant grant opportunities.

Meeting(s): The contractor will meet with designated staff once per month to discuss the current list of grant opportunities.

Deliverables:

- a. Conduct thorough research to identify relevant grant opportunities in areas including but not limited to carbon neutrality, environmental initiatives, housing (including affordable and supportive housing), transportation, parks and recreation, and public safety.
- b. Stay up to date with available funding sources, government programs, private foundations, and other potential grant providers. These meetings can be virtual.
- c. Analyze each opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, and potential impacts to the community.

Task 2: Grant Analysis and Assessment:

Expectations: The contractor will perform an analysis and provide an assessment of each potential grant opportunity.

Meeting(s): None unless follow-up questions arise from City staff.

Deliverables:

- a. Provide detailed analyses for each potential grant opportunity, including a comprehensive overview of the grant requirements, eligibility criteria, and application process.
- b. Assess the potential impacts of each grant on the community and determine their alignment with our organization's goals and objectives.
- c. Work with City staff to obtain approval before the submission of grant proposals.

Task 3: Coordination and Collaboration:

Expectations: The contractor shall coordinate and collaborate with assigned City staff prior to writing and applying for any grants.

Meeting(s):

- a. The contractor shall meet with the assigned City staff to review funding opportunities on an ongoing basis. These meetings can be virtual.

Deliverables:

- a. Collaborate with appropriate City staff and departments to ensure seamless coordination and integration of grant-related activities.
- b. Engage in regular communication and consultation with relevant stakeholders to gather necessary information and ensure alignment with the community's needs and City Commission's goals.
- c. Write and apply for all grants approved by the City.

Task 4: Grant Writing:

Expectations: The contractor shall write and apply for all grants approved by the City.

Meeting(s): None required, action taken in this task will be based on the ongoing meetings from task 3.

Deliverables:

- a. Write and apply for all grants approved by the City.
- b. Maintain a master list of all grants applied for and the award status.

Task 5: Project Support and Compliance:

Expectations: The contractor will assist with contracting and compliance as requested by the City.

Meeting(s): To be scheduled as needed.

Deliverables:

- a. Be accountable for the development of grant proposals, ensuring they comply with all necessary regulations, guidelines, and documentation requirements.
- b. Prepare and develop any documentation that may be required by Uniform Guidance (Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R Part 200 establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities).
- c. Facilitate the contracting process with grant providers, including negotiation, review, and selection as needed.
- d. Ensure contract compliance by remaining in the know for all awarded grant opportunities.

Project Management

Consultant shall prepare and submit to the City for approval a project management plan that: specifies a schedule of work; details the roles and responsibilities of Consultant and sub-contractors; identifies work tasks, milestones, and review/comment milestones; and a public outreach plan. Consultant will participate in meetings at least twice a month with the City's Project Manager and meetings with specific City Departments, key stakeholders, and outside agencies, as necessary. Consultant will prepare meeting agendas and keep meeting notes. Consultant will promptly respond to City requests (both routine and emergency).

Final Documents

Final documents will be submitted either via hard copy or electronically to the City Manager's office (see cover page).

Coordination of Public Outreach; Notices

Consultant will ensure the proper delivery of notices and other documents to third parties as required by applicable with respect to the preparation and completion of each deliverable. Consultant will coordinate and conduct public outreach for the creation of the key deliverables. It is anticipated a Public Engagement Strategy will be submitted for City approval that outlines the respondent's role in leading public forums and meetings, identifying creative approaches for successful public engagement, preparing meeting materials, and coordinating with the City to communicate public outreach opportunities through City resources.

City Oversight

A designated individual will be responsible for management of the contract for the City ("Project Manager"). The City will provide reasonable assistance to Consultant in the scheduling of meetings, interpretation of policy and procedural requirements, research relating to internal documents, coordination with outside agencies and City staff, but the City's obligation will not limit Consultant's obligations to perform the Services. The City will rely on the personnel,

experience, and expertise of Consultant to ensure all necessary components of the scope of work are completed.

Timeline and Budget

Consultant must complete all deliverables within the agreed-upon schedule and within the limits provided by the executed contract.

Contract Requirements

Consultant will perform all services in accordance with the executed Consultant Agreement. *Please refer to Attachment A for all contract requirements, including insurance, indemnification, compensation, termination, and payment standards.*

Vendor: Please complete and return

SUMMARY

TITLE: GRANT WRITING SERVICES

DUE DATE: THURSDAY, OCTOBER 10, 2024 @ 10:00 A.M. (EDT)

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 proposal. Vendor submits this proposal and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor certifies that as of the date of this proposal 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.

Vendor understands and agrees, if selected as the successful Vendor, 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.

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

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

- (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 Vendor'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 vendor 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.

Vendor understands that the City reserves the right to accept any or all proposals in whole or part and to waive irregularities in any proposal in the best interest of the City. The proposal 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.

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

Cost Summary (Hourly):
\$ _____
\$ _____
\$ _____

The Successful vendor's name shall appear as follows on the Consultant Agreement or Service Order:

Company Name

Consultant Agreement and Service Order documents shall be mailed to:

Attention

Street Address

City , State, Zip

Email Address

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone Fax

City, State, Zip

EMAIL ADDRESS:

Sole proprietorship/partnership/corporation

If corporation, state of corporation

REFERENCES: Please include name of organization, contact person, and daytime phone number

1. _____
Contact Person: _____ Telephone: _____

2. _____
Contact Person: _____ Telephone: _____

3. _____
Contact Person: _____ Telephone: _____

ATTACHMENT A

CITY OF TRAVERSE CITY CONSULTANT 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 "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. Upon request by the City Clerk, Consultant 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 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. Upon request by the City Clerk, Consultant 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 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). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Consultant shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.
- 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 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 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.

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.

36. Iran Economic Sanctions Act. The Consultant 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.

SAMPLE

APPROVED AS TO SUBSTANCE:

Elizabeth Vogel, City Manager

APPROVED AS TO FORM:

By_____
Benjamin C. Marentette, City Clerk

Lauren Tribble-Laucht, City Attorney

CITY OF TRAVERSE CITY:

By_____
Amy Shamroe, Mayor

CONSULTANT:

By_____
Signature

Name and Title (print or type)

SCOPE OF SERVICES

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

SAMPLE

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 \$_____.

SAMPLE

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 _____.

SAMPLE