

CITY OF TRAVERSE CITY, MICHIGAN
Boardman River Wall Study
Request for Proposals

RFP Release Date:	November 6, 2025
RFP Questions Due:	November 14, 2025 by 4:00 pm
RFP Answers Due:	November 18, 2025
Submittal Due Date:	5:00pm, December 5, 2025
Selection Process Complete:	January 8, 2026
Email Address:	tcmanage@traversecitymi.gov

BACKGROUND:

The City of Traverse City is soliciting proposals for performing a field investigation of the Boardman River Wall, located on the south side of the Boardman River, between Union St. and Cass St. (100 Block), along with recommendations and cost estimates for potential improvements to the wall (see **Attachment A** – Project Area Map).

In 2021, the Boardman River Wall Stabilization memo was prepared by Smithgroup (**Attachment B**), which recommended a monitoring program that includes surveying of the wall, measurements, and underwater scour inspections. The City would like to engage with a consulting firm to perform these initial inspections for the 100 Block wall, and recommend a monitoring program going forward.

In 2023 the sewer main in the 100 block was relocated to the south away from the wall, and the wall from Cass St. to Park St. (200 Block) was reinforced with sheet piling to protect the existing sanitary sewer main lying along the wall footing. Monitoring of the 200 Block wall is not required at this time.

Additionally, the City would like to explore options for the retaining wall for the 100 Block, including but not limited to improvements to the wall (if needed) and removal of the wall to naturalize the adjacent embankment.

There are two other efforts ongoing in this project area that will require coordination:

1. *Boardman/Ottaway Riverwalk Project*. This project is managed by the City's Downtown Development Authority (DDA) and is in the preliminary design phase. The project is designing a replacement to the existing pedestrian bridge on the 100 Block of the Boardman River (between Union and Cass). Plans are in development and will be shared with the consultant when available.
2. *Lower Boardman/Ottaway River Data Gathering, Site Assessment, Concept Planning, and Design & Engineering Project*. An RFP was issued for this project in August 2025 and the DDA is moving forward with contracting at this time. More information can be found at the DDA's website here: <https://dda.downtowntc.com/wp-content/uploads/2025/09/Downtown-Development-Authority-Regular-Meeting-17-Oct-2025-Agenda-Pdf-1.pdf>.

Additional information about the Boardman River and the overall plans for the area can be found in the Lower Boardman River Unified Plan at this link: https://dda.downtowntc.com/wp-content/uploads/2022/06/RPT-2022-0215-Unified-Plan_FINAL-low-res.pdf.

GENERAL PROJECT SCOPE:

The scope of work includes the following:

1. Surveying services as needed of the project area for concept level design, and to set the benchmarks required for future monitoring of the wall to track location and elevation fluctuations. The City has some existing survey information in the area that was performed in 2021. See **Attachment C**. This survey can be used as a base, but will need to be updated with additional field work including utility locates.

Additionally, the original wall installation plans from 1931 are included in **Attachment D** and the asbuilts from the 2023 sewer relocation project are included in **Attachment E**.

2. Field investigation to measure width of pavement cracks, scour depth and underwater scour inspections in accordance with the following:
 - The reinforced concrete wall, footing and pile inspection methods should be visual, physical (hands on), and advanced as recommended. Procedures should generally be in accordance with the FHWA-NHI Bridge Inspector's Reference Manual (BIRM) (2022 NBIS) Chapter 14, Inspection and Evaluation of Substructures, and Chapter 16, Inspection and Evaluation of Waterways, or as recommended by the selected consultant.
 - Document global issues and defects including but not limited to scour, distortion, and movement (vertical, lateral, and rotational). Use photographs and descriptions to document deficiencies of the concrete wall, footing, and piles. Record and document the wall defects in a matrix generally in accordance with AASHTO Manual for Bridge Element Inspection (MBEI) for reinforced concrete per foot of wall or as recommended by the selected consultant. Where defects overlap note all but record the worse condition

state. Also, record and document the defects of the underwater components in a separate matrix.

- Using the element level inspection matrices rate the condition of the wall, footing and piles, as a whole or in parts, generally in accordance with the FHWA Specifications for the National Bridge Inventory (SNBI March 2022 w/errata #1) (Section 7 and appendix C) or as recommended by the selected consultant.
 - Using the inspection results and condition ratings provide work recommendations, with opinion of probable costs, to preserve the wall and/or improve the condition. Provide the recommendations in a priority list with expected improvements in the condition rating.
 - Consultant to provide proposed inspection procedures and documentation in their proposal. Use of a bridge inspection team including a FHWA-NHI approved qualified team leader and Inspection divers preferred. Provide relevant certificates with the proposal as applicable. Provide the QC/QA procedures that will be followed with the proposal. Include qualified geotechnical engineers as needed.
3. Geotechnical and structural analysis to provide recommendations on the condition of the wall, and potential needed improvements. See **Attachment F** for the Geotechnical Evaluation that was prepared in 2021.
 4. Concept level design for potential improvements to the wall including but not limited to repairs or reinforcement of the wall, and removal of the wall with grading and other improvements to create a natural embankment. Removal of the wall would also involve removal of existing parking spaces and potential utility relocations.
 5. Concept level cost estimates for proposed alternatives.
 6. Draft and Final Report to include summary of findings and recommendations.
 7. Attend project-related meetings with City staff and/or other stakeholders. Anticipated meetings include kickoff, monthly progress meetings, one public meeting and one City Commission meeting (Mondays at 7pm).
 8. Other services as recommended by the consultant firm to fully analyze the wall and potential improvement options.

SUBMISSION OF PROPOSALS:

Interested firms must submit a proposal that is received electronically no later than **5:00 PM local time on December 5, 2025** to:

tcmange@traversecitymi.gov

Hard copy proposals will not be accepted. Please indicate in the subject line of your e-mail the project description, **“Boardman River Wall Study Proposal”**.

Please submit one pdf file of your proposal. Proposals are limited to 20 – 8.5”x11” pages (minimum 11 point font) including appendices. 11”x17” sheets count as two pages.

Please include:

1. Cover letter including firm name, any subconsultants, and introduction stating interest in the contract. Please acknowledge receipt of any addendums posted relative to this RFP.
2. Firm’s qualifications relative to the requested services including project approach, innovation, and sustainability.
3. Qualifications of staff to be assigned to this project. Describe where personnel will be physically located while they are engaged in work for the City. Include a statement of work breakdown by lead firm and subconsultants, and availability of staff.
4. Examples of experience with similar projects. Include at least five past projects, completed in the past five years that show the firm’s relevant experience and how critical issues were addressed. Include references for each project.
5. Cost breakdown by task with position titles and hourly rates, along with direct cost reimbursable rates such as mileage and printing.
6. Proposed schedule to complete the requested services. The City anticipates awarding the contract in January 2026, with the field investigation to take place in the Spring of 2026.

EVALUATION OF PROPOSALS:

All proposals received shall be subject to evaluation by the City of Traverse City. This evaluation will be conducted in the manner appropriate, as may be deemed by the City, for the selection of a firm for the purpose of entering into a contract to perform these services. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered.

A scoring matrix with the available points for scoring is shown below:

Description	Points
Firm Qualifications	35
Past Project Experience	30
Understanding and Ability to Provide the Services Requested	20
Cost	15
<i>Total Possible Points</i>	<i>100</i>

INSURANCE:

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

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

SUPPLEMENTAL INFORMATION AND REQUIREMENTS:

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

The selection of the successful firm shall be made without regard to race, color, sex, age, religion, sexual preferences, handicap, political affiliation, veteran status, or national origin. The City is an Equal Opportunity Employer. The selected Firm will be required to enter into a Consultant Agreement for this project. A sample agreement is **Attachment G**.

Any questions regarding this request for proposal shall be submitted in writing to tcmanage@traversecitymi.gov by the date listed on page 1 of this RFP.

PROPOSAL SHEET

**TITLE: REQUEST FOR PROPOSAL: CIVIL AND TRAFFIC ENGINEERING
CONTINUING SERVICES**

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

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

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

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

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

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

The undersigned understands, agrees and acknowledges all addenda issued for this RFP as posted on the City's Website.

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

Submitted by:

(Signature)

(Name & Title - print)

(Company Name)

(Company Address)

(Telephone Number)

(City, State, Zip Code)

ATTACHMENT A
PROJECT AREA MAP

Boardman River Wall - Extents of Wall Study



1 IN = 60 FT
This map is based on digital databases from the City of Traverse City. Traverse City cannot accept any responsibility for errors, omissions or positional accuracy. There are no warranties expressed or implied.

ATTACHMENT B -F
LINK

<https://drive.google.com/drive/folders/1zmjAkx5NJQ8-OCJWV5nSyAfxWK33wKIC?usp=sharing>

ATTACHMENT G
SAMPLE AGREEMENT

CITY OF TRAVERSE CITY
CONSULTANT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2026, 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