



REQUEST FOR PROPOSAL
Water Meter Replacement

City of Cheboygan
Public Works

Due Date:
February 21, 2025, by Noon

Issued By:

City of Cheboygan
403 N Huron St
Cheboygan, MI 49721

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SECTION 1- GENERAL INFORMATION

A. OBJECTIVE

The City of Cheboygan is requesting proposals for the replacement of existing water meter infrastructure throughout the City.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this Request for Proposal (RFP) must be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions are to be submitted on or before January 17, 2025 at 11:00 a.m. and should be addressed as follows:

- Scope of Work/Proposal Content or RFP Process and Compliance questions are to be emailed to Jason Karmol, Director of Public Works – jkarmol@cheboygan.org
- RFP Process questions are to be emailed to Alexandria Martin, Executive Assistant – amartin@cheboygan.org

Should any prospective respondent be in doubt as to the true meaning of any portion of this RFP, or should the respondent find any ambiguity, inconsistency, or omission therein, the respondent must make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to www.cheboygan.org and it will be the respondent's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City will become part of the RFP and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: January 7, 2025, 1:00 p.m.

WHERE: Cheboygan City Hall
403 N Huron St
Cheboygan, MI 49721

The meeting is not mandatory; however, it is highly recommended that interested parties attend the meeting. The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning this RFP. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the respondent. An authorized firm official must sign the proposal in ink. Each proposal must remain valid for at least one hundred twenty (120) days from the due date of this RFP.

Proposals should provide a straightforward, concise description of the respondent's ability to meet the requirements of the RFP. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City may complete the evaluation.

After an initial evaluation, the City will determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected contractor to this project. If the City chooses to interview any respondents, the interviews will tentatively be held the Week of February 24, 2025. Respondent must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the contractor's response will be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, February 21, 2025, Noon (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit their proposal in a sealed envelope:

- one (1) original proposal
- three (3) additional proposal copies
- one (1) digital copy of the proposal, preferably on a USB/flash drive as one file in PDF format

Proposals submitted must be clearly marked: "RFP — Water Meter Replacement" and list the respondent's name and address.

Proposals must be addressed and delivered to:

City of Cheboygan
c/o DPW-Water Meter Replacement RFP
403 N Huron St
Cheboygan, MI 49721

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the City Hall staff at the address above in order to be considered. Delivery hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Respondents are responsible for submission of their proposal.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. After the proposal opening date, all information in a respondent's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the General Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully.

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected respondents' response thereto will constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

The City of Cheboygan and the selected contractor will not discriminate against any individual or group on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, or any other legally protected status in the execution of this contract. All services and activities related to this RFP will comply with applicable local, state, and federal non-discrimination laws and regulations.

J. CONFLICT OF INTEREST DISCLOSURE

The City requires that the respondent complete a Conflict of Interest Disclosure form. Not every relationship or situation disclosed may be a disqualifying conflict. Depending on applicable law and regulations, contracts may be awarded on the recommendation of the City Manager after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City.

K. COST LIABILITY

The City of Cheboygan assumes no responsibility or liability for costs incurred by the respondent prior to the execution of a General Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, respondent agrees to

bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

L. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also an agreement that the City will be notified of any changes in this status.

M. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the City Manager within five (5) business days of the award action. The respondent must clearly state the reasons for the protest. The City Manager will provide the respondent with the appropriate instructions for filing the protest. The protest will be reviewed by the City Manager or designee, whose decision will be final.

N. SCHEDULE

Submitted proposals should define an appropriate schedule.

Following is the schedule for this RFP process:

Activity/Event	Anticipated Date/Time
Pre-Proposal Meeting	January 7, 2025, 1:00 p.m.
Written Question Deadline	January 17, 2025, 11:00 a.m.
Addenda Published (if needed)	January 31, 2025, 11:00 a.m.
Proposal Due Date	February 21, 2025, Noon
Tentative Interviews (if needed)	Week of February 24, 2025
Selection/Negotiations	March 2025

The above schedule is for information purposes only and is subject to change at the City's discretion.

O. IRS FORM W-9

The selected respondent will be required to provide the City of Cheboygan with an IRS form W-9.

P. PRESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all respondents.

4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more respondents to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II - SCOPE OF SERVICES

A. OBJECTIVE

The City of Cheboygan is seeking proposals from qualified Contractors for the replacement of existing water meters and associated advanced metering infrastructure. The City has approximately 1,500 customer accounts needing replacement. A map of the City's water service area can be found in Attachment A.

The City seeks to award contracts to qualified firms to perform all required services as outlined in the specifications. The City will provide all necessary materials for the project, and the contractor will be responsible for fulfilling all specification requirements and managing the performance of any subcontractors involved.

B. DESCRIPTION

The Contractors will provide all services necessary to replace existing water meters 2- inches and smaller installed prior to 2015 and install meters where they do not exist. The work will further include the replacement of automatic meter infrastructure (AMI) transmission units at each meter. All base proposals must be submitted based on the City's continued use of the existing Senses RF Network meter reading system for all water customers within its jurisdiction. Reference the specifications for detailed requirements for the project.

The base proposal must include furnishing all materials except the meters and labor associated with the replacement of water meters and existing AMI transmission units. During meter replacement, the contractor will complete a Water Service Line Material Survey (copper, galvanized steel, plastic, etc.) and a Cross Connection Control Survey for each property.

Contractors will be required to fully manage and implement all aspects of the replacement plan. This will include complete project management, public engagement, scheduling of customer appointments, coordinating with City staff, meter and transmission unit replacement, and data management.

C. FUNDING SCHEDULE

The City desires to spread the costs of the project over two calendar years. The annual amount of work completed on this project will be divided into the following proportions:

- Calendar Year 2025 (April 1, 2025 to October 31, 2025) - 50% of total funding
- Calendar Year 2026 (April 1, 2026 to October 31, 2026) - 50% of total funding

Contractor may propose a cost reduction to complete the project without any funding restrictions. See the fee proposal sheet for additional details.

I. GENERAL

1. Contractor Qualifications

- a. Contractor must have a demonstrated ability of managing large scale water meter replacements projects. This includes a proven history showing the ability to meet deadlines and provide service and support to fulfill contract terms.
- b. The Contractor will be licensed by the appropriate authorities to handle and install all materials.

2. Quality Management

The Contractor will implement a quality program that will at a minimum include as a minimum an endpoint check, inspection program, deficiency categories, deficiency resolution, deficiency communication.

3. Staff Qualifications

All staff interfacing with the public, entering private property or handling personal information of City residents will be required to undergo criminal background checks and will be required to have a Contractor photo ID badge, approved by the City of Cheboygan, which must be worn at all service appointments.

II. WATER METERS

1. All cold-water meters furnished by the City will be either positive displacement, ultrasonic or electromagnetic type. All meters will be new and produced from an ISO 9001 manufacturing facility and will conform to the requirements AWWA C700, C710 or C715.
2. Water meters supplied by the City for contractor installation include the following:

5/8" to 1"

- Sensus SR II with Electronic Register+
- Sensus iPerl

1.5" to 2"

- Sensus OMNI C2 with Electronic Register

Fire Service meters will be UL Certified for Fire Service Applications.

III. METER BODY

1. All meter bodies supplied by the City will be made of a no-lead alloy or composite that meets ANSI/NSF 61 standard annex G.
2. When the composite meter body is installed, the Contractor will be responsible for ensuring conductivity across the meter with a grounding strap.
3. The serial number will be stamped on the meter body, appear on the register and coincide with the serial number on the test tag. Meter markings will include size, model, direction of flow, and NSF 61 certification.
4. All meter bodies will be guaranteed free from manufacturing defects in workmanship for the life of the meter.

IV. WARRANTY

1. Meter installations will be guaranteed to be free from defects in materials and workmanship for a period of one year.
2. The Contractor will be provided with the necessary flanges, gaskets, bolts, etc. for installation.

V. AUTOMATED WATER METER READING NETWORK

1. All contractors must provide a base proposal that includes the installation of the new Sensus MXU at all meter replacement locations. These units will utilize the existing Sensus communications network already installed throughout the City.

VI. METER REPLACEMENT

1. General

- a. The City will prioritize neighborhoods or similar groupings for water meter replacement. The Contractor will coordinate with the City to develop a final comprehensive meter replacement plan and schedule. The final replacement plan will incorporate both the prioritization and funding restrictions as defined by the City and will be approved in writing by the City prior to commencing meter replacement work.
- b. The City retains the right to reorganize priorities during the replacement program. Unless approved in writing by the City, the Contractor will complete at least 90 percent of the installations in one section before commencing installation on subsequent areas identified in the approved replacement plan.

2. Existing Water Meters

- a. Existing water meters are not guaranteed to be installed according to plumbing code or in accordance with acceptable plumbing practice.
- b. In the event that the meter isolation valves are not operating properly or have not been previously installed, the Contractor will contact the City to operate the curb box to turn off the water to the property. City staff are only available to turn off the water between the hours of 8:00 am and 3:00 pm on weekdays unless prior arrangements are made with the City. If this is not successful, the Contractor will attempt to isolate the meter using a freeze kit or similar method.
- c. In some locations, the water meter may not be accessible. The Contractor will note these locations and notify the City immediately.
- d. Photo Documentation

- Prior to removal of an existing meter, the Contractor will take photos documenting the existing site conditions and existing meter. At a minimum, the photos will include immediate work area, existing meter layout, and the face of the meter with the meter reading legible.
- The contractor will legibly write the address in permanent marker on the existing meter face prior to taking the photos. In all other photos, the contractor will include a whiteboard with the legible address of the meter.
- Once the installation is complete, take photos of the work area, including the new meter layout.
- Photos will be attached to all BS&A Billing Software Work Orders. In addition, the Contractor will catalog all photos by property address and account number. At the completion of the project, the Contractor will provide the entire photo catalog to the City.

3. Record Keeping

- a. Prior to the removal of the existing meter, note the following information:
 - Existing meter reading
 - Manufacturer, model, and size of meter removed
 - Water meter model number
- b. Once the new meter installation is complete, record the following information:
 - New meter reading at water meter
 - New meter manufacturer, model and size
 - Water meter model number
- c. All information will be input into the BS&A Billing Software Work Order. The contractor will also be responsible for cataloging all information by property address and account number.

4. Wiring

- a. Contractor will install new wiring between the water meter and MXU utilizing existing conduit and wiring pathways where they are available and practical to reuse. All wiring installations will be completed in a neat and professional manner with good workmanship and in accordance with the National Electrical Code.
- b. Payment will be made only upon the successful completion of the water meter replacement. All costs associated with the meter and MXU replacement will be incidental to the meter replacement line items.
- c. Contractor must catalog and hold existing water meters for two (2) billing cycles prior to disposal.

5. Water Service Line Material and Cross Connection Control Survey

- a. The Contractor will complete a Water Service Line Material Survey and a Cross Connection Control Survey through the BS&A Billing Software integration. Development of the final survey forms in BS&A Billing Software will occur in coordination with the Contractor.
- b. The Water Service Line Material Survey will identify the material of the water service entering the building before the first shutoff valve or up to 18 inches inside the building, whichever is shortest. It will also identify the interior plumbing material after the water meter.
- c. The Cross Connection Control Survey will identify properties with underground lawn sprinkler systems, fire suppression systems, boiler/heat exchangers, sump pumps, private wells and swimming pools.
- d. All costs for completing the surveys will be included in the unit price for Water Service Line Material and Cross Connection Survey. Contractor will only be required to make observations in the general area of the water meter and only at properties where one or more water meters are to be replaced.

VII. PUBLIC ENGAGEMENT & CALL CENTER

1. Details of the Contractor's public engagement efforts will be included in the proposal submittal. At a minimum the Contractor will include the scope of work identified below in the proposal.
2. The selected Contractor will hold a minimum of two (2) informational open house events to be scheduled in coordination with the City. The timing and location of the informational events will be determined following review of the Contractor's proposed replacement schedule.
3. The Contractor will coordinate with the City to send a letter to all meter accounts providing general project information and links to the project website.
4. The Contractor will maintain a webpage on the City's website to provide information on the Water Meter Replacement project. At a minimum the website provides the following functionality and information:
 - a. A detailed description of the Meter Replacement project.
 - b. Responses to frequently asked questions.
 - c. Contact information for customers and hours of operation.
 - d. Ability to schedule or review meter replacement appointments.
 - e. Information for customers on how to verify the identification of the meter installers.
 - f. List of meter installers, including name and picture of each installer.
 - g. The City must review and approve all information provided to residents through the public engagement process.

5. The Contractor will provide a call center to coordinate customer contact.
 - a. The call center phone number will be toll free or have a 231-area code. The call center will be able to set up appointments, answer general questions related to the project (or take messages for call backs to address concerns) and be able to verify the identity of Contractor staff. The Contractor will also provide an email address for customers to contact the call center.
 - b. The call center will be staffed by operators with experience in water meter replacement, call center operations, or by staff with sufficient training to perform call center work successfully.
 - c. At a minimum, the call center must remain open anytime appointments are scheduled to provide verification of Contractor identity. Minimum hours of operation will be Monday - Friday 7:30 am to 6:00 pm and Saturday 9:00 am to 12:00 pm, or other hours of operation acceptable by both parties.

VIII. CUSTOMER APPOINTMENTS

1. The Contractor will send an appointment request letter notifying customers within the upcoming meter replacement schedule group. Letter format and content to be approved by the City.
2. Appointment Times
 - a. At a minimum, the Contractor must schedule customer appointments during the following hours: Monday - Friday 7:30 am to 6:00 pm and Saturday 9:00 am to 12:00 pm. In addition, Contractor must offer customer appointments from 5:00 pm to 7:00 pm at least two nights per week. The call center must remain open during appointment installation times to provide verification of Contractor identification. At the Contractor's discretion, additional hours for appointments may be offered to customers.
 - b. Contractor should expect that some meter replacements will occur in the evenings and on weekends. No additional compensation will be provided for appointments that take place in the evening or on weekends.
 - c. Once a customer has scheduled an appointment through the call center, the customer will be given the option of having a verification of the appointment time emailed to them if they are willing to provide an email address to the call center.
3. The Contractor will include efforts to setup appointments for unresponsive accounts. Additional efforts following the initial mailing will be identified in the proposal including a schedule and method of contact should an account be non-responsive. The Contractor will provide the City with all customer accounts that are non-responsive after three attempts to schedule an appointment. The Contractor will document the date and the method of all customer contact attempts.
4. All work to setup appointments will be the responsibility of the Contractor.
5. At a minimum, letters and door hangers must contain the following information:

- a. Name of Contractor
- b. Description of work to be performed
- c. Phone number for the call center
- d. Hours of operation for the call center
- e. Information about contacting City of Cheboygan

IX. WARRANTIES

1. The Contractor will be responsible for City accepted work performed and materials supplied and installed or modified under the Agreement for a period of one (1) year from the date of installation. The Contractor will make all necessary repairs to the plumbing or damage that result from defective materials or workmanship.
2. The Contractor will be responsible for the integrity of the plumbing system connected to the Contractor's work and any damage caused as a result of the work performed for a period of thirty (30) days after the installation. It will be presumed that leaks reported to the Contractor or the City within this period of time is the result of the work performed and will need to be investigated by the Contractor. Any repairs that are required as a result of the Contractor's work will be the responsibility of the Contractor.
3. Any pre-existing defects of the plumbing system that are found prior to the installation will be documented on the work order by the Contractor and the Contractor's representative will inform the City about these defects before any work is started and cease work at the site until direction is obtained from the City.
4. Any warranties provided in the awarded contract will be with the Contractor until Final Completion. Thereafter, the Contractor may transfer the warranty provisions to the AMI Contractor as approved by the City.
5. Endpoints will have a long-lasting lithium battery with a minimum twenty (20) year warranty. The warranty on each Endpoint and battery will include provision for the full replacement value of the Endpoint and/or battery should either/both of them fail within ten (10) years from its date of installation and reduced by 10% annually thereafter.

X. WEB-BASED TRACKING AND BS&A BILLING SOFTWARE INTEGRATION

1. The City manages work assignments and locations through the asset management software, BS&A Billing Software. The selected Contractor will be required to utilize the City's BS&A Billing Software platform to convey work and survey information back to the City.
2. The Contractor will create and complete a work order for each water meter replacement. All information gathered during the replacement will be included on the work order. The final template for the water meter replacement work order will be created in coordination between the City and Contractor
3. All of the Contractor's replacement staff will be connected to the City's BS&A Billing Software web based system through a laptop or tablet connected through a cellular card. Tablets running either the Apple iOS or the Android platform support the BS&A Billing

Software native mobile app. The BS&A Billing Software native mobile app is available for free through the respective platform's app stores.

4. The City will provide the necessary BS&A Billing Software training and support to the Contractor
5. Contractor must have a web-based meter installation tracking system to manage and track the meter replacement program. This system should include a variety of project tracking statistics, installation data, problem logs, inventory tracking systems and progress reports. The BS&A Billing Software platform can be used for this tracking, or the Contractor may elect to implement another platform in addition to the BS&A Billing Software integration.

XI. MEETINGS AND STATUS UPDATES

1. Within ten (10) days of Notice to Proceed, the Contractor in conjunction with City staff, will prepare an agenda for and attend a kickoff meeting with key City staff.
2. At a minimum, the kickoff meeting agenda will include the following:
 - a. Project Management Structure
 - b. Introduction of Contractor and City staff with discussion of role of each person
 - c. List of major subcontractors and suppliers
 - d. Replacement schedule
 - e. Critical work sequencing
 - f. Procedures and processes for:
 - Field decisions
 - Submittals
 - Change orders
 - Applications for payment
 - Issuing Daily and Weekly Status Reports
 - Public Engagement
 - Call Center operations
 - Meter installation procedures
 - Resolving failed Meters/ MTUs
3. The project team will have regular monthly meetings during active meter replacement operations. The Contractor will prepare and send out an agenda ahead of each progress meeting. At a minimum, the agenda will include the following:
 - a. Approval of minutes from the previous progress meeting
 - b. Review of work since previous meeting
 - c. Project schedule update
 - d. Four week projected schedule of work
 - e. Submittal status
 - f. Water Service Line Material and Cross Connections
 - g. Request for Information (RFI) status

- h. Change Order status
 - i. Customer complaints
 - j. Contractor issues
 - k. City issues
 - l. Date/time of next progress meeting
4. Contractor will issue a report every month when meter installations occur.
- a. Reports will include:
 - A list of all meter installations from the previous month, listed by customer name, account number, and address.
 - A plan for all meter and wire installations planned to be completed in the next month, listed by customer name, account number, and address.
 - A list of all problem installations and their current status.

XII. PAYMENT APPLICATIONS

1. All payment applications require the following information:
- a. Backup information for payment items, such as a list of account numbers/addresses eligible for payment.
 - b. Updated critical path schedule.
 - c. Copies of certified payroll for the payment period, submitted electronically.
 - d. Contractor Declaration
 - e. Subcontractor partial waivers of lien for the payments made on the previous application.
 - f. Verification that all necessary electronic information has been properly submitted through BS&A Billing Software, including all work orders, inspections, and photos.

SECTION III - MINIMUM INFORMATION REQUIREMENTS

A. PROPOSAL FORMAT

Respondents should organize proposals into the following sections:

1. Professional Qualifications
2. Past Involvement with Similar Projects
3. Proposed Work Plan
4. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
5. Authorized Negotiator
6. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals, if needed.

1. Professional Qualifications -- 20 points

- a. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
- b. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
- c. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

2. Past Involvement with Similar Projects -- 20 points

The written proposal must include a list of specific experience with meter replacement projects and indicate proven ability in implementing similar projects for the firm. A complete list of client references must be provided for similar projects recently completed. It will include the firm/agency name, address, telephone number, project title, and contact person.

3. Proposed Work Plan -- 40 points

Provide a detailed and comprehensive description of how the Respondent intends to provide the services requested in this RFP. This discussion will include, but not be limited to; how the project(s) will be managed and scheduled, meter and MXU replacement details, communication and coordination with the City, the working relationship between the contractor and City staff, and the company's general philosophy in regards to providing the requested services.

Respondents will be evaluated on the clarity, thoroughness, and content of their responses to the above items.

4. Fee Proposal -- 20 points

Fee proposals will be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to be provided on the fee proposal forms provided within this RFP. Additional costs beyond those identified on the fee proposal forms will be clearly identified within attachments by the respondent.

5. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City

6. Attachments

Legal Status of Respondent, Conflict of Interest Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

B. PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through D) to select a short-list of firms for further consideration. The City reserves the right to reject any and all proposals that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposed firm to be a candidate for an interview. The committee may contact references to verify material submitted by the respondents.
2. The committee then will schedule interviews with the selected firm(s) if necessary. The selected firm(s) will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of the work on the project, but no more than six members total. The interview will consist of a presentation of up to fifteen (15) minutes (or the length provided by the committee) by the respondent, including the person who will be the project manager on this contract, followed by questions and answers. Audiovisual aids may be used during oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued, leading to the award of a contract by the City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the respondents based on their proposals and fee schedules alone and open fee schedules prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

C. PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should not be more than 30 sheets not including required attachments and resumes.

Each person signing the proposal certifies that they are the person in the respondent's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

D. ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to the City of Cheboygan web site www.cheboygan.org for all parties to download.

Each respondent must acknowledge in its proposal all addenda it has received. The failure of a respondent to receive or acknowledge receipt of any addenda will not relieve the respondent of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than the official written addenda.

E. FEE PROPOSAL FORM

Section 1: Water Meters Labor to install City provided Meters

Respondent:

Meter Manufacturer:

5/8" to 1" Meter Model:

1-1 /2" to 2" Meter Model:

Water Meters	Quantity	Unit	Unit Price	Total Cost
3/4" - 5/8" Meter	1,367	Each	\$	\$
1" Meter	113	Each	\$	\$
1-1 /2" Meter	8	Each	\$	\$
2" Meter	5	Each	\$	\$

Water Meter Subtotal \$ _____

F. FEE PROPOSAL FORM

Section 2: Advanced Metering Infrastructure Labor to install City provided MXU's

Respondent:

Meter Transmission Units (MXU)	Quantity	Unit	Unit Price	Total Cost
	1,500		\$	\$

Meter Transmission Unit and Network Upgrades Subtotal \$ _____

G. FEE PROPOSAL FORM

Section 3: Interior Plumbing Material Verification and Cross Connection Survey

Respondent:

Water Meters	Quantity	Unit	Unit Price	Total Cost
3/4" - 5/8" Meter	1,367	Each	\$	\$
1" Meter	113	Each	\$	\$
1-1 /2" Meter	8	Each	\$	\$
2" Meter	5	Each	\$	\$

Interior Plumbing Material Verification and Cross Connection Survey Subtotal \$ _____

Per Property Survey \$ _____

Water Service Line Material and Cross Connection Survey Subtotal \$ _____

Optional Deduct for Removal of Funding Timeline Constraints \$ _____

Removal of requirement for project expenses to be split over two Calendar years. Contractor to provide alternate schedule with proposed reduction for expediting the project.

SECTION IV - ATTACHMENTS

- Attachment A - Project Figures
- Attachment B - Legal Status of Respondent
- Attachment C - Vendor Conflict of Interest Disclosure Form
- Attachment D - Non-Discrimination Ordinance Declaration of Compliance Form

ATTACHMENT A
PROJECT FIGURES

Figure 1 - City of Cheboygan Water Service Area

Figure 2 - City of Cheboygan AMI Infrastructure Locations

ATTACHMENT B

LEGAL STATUS OF RESPONDENT

(The Respondent will fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the State of _____, for whom bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.

If not incorporated in Michigan, please attach the corporation’s Certificate of Authority.

- Limited Liability Company doing business under the laws of the State of _____, bearing the title of _____, whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature: _____ Date: _____

Name (print): _____

Title: _____

Firm: _____

Address: _____

Phone: _____ Email: _____

ATTACHMENT C

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the City of Cheboygan must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Cheboygan's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Cheboygan official or employee, an immediate family member of a City of Cheboygan official or employee, the vendor will disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions: _____

Conflict of Interest Disclosure

The vendor certifies that no conflict of interest exists between the vendor and the City of Cheboygan or any of its employees, officers, or agents. Furthermore, the vendor acknowledges that if any actual, potential, or perceived conflict of interest arises during the course of the RFP process or project, it will be disclosed immediately to the City.

By signing below, the vendor attests to the accuracy of this disclosure:

Signature: _____ Date: _____

Name (print): _____

Title: _____

Firm: _____

Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendors will be exempt from doing business with the City.

ATTACHMENT D

CITY OF CHEBOYGAN DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The City of Cheboygan requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of age, arrest record, color, disability, familial status, gender, genetic information, height, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

The Contractor agrees:

- a. To comply with the terms of the City’s Non-Discrimination policies.
- b. To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- c. To permit access to employees and work sites to City representatives for the purpose of monitoring compliance or investigating complaints of non-compliance.

The undersigned states that they have the requisite authority to act on behalf of their employer in these matters and has offered to provide the services in accordance with the terms of the City’s non-discrimination policies. The undersigned certifies that they have read and are familiar with the City’s Policy and obligates the Contractor to those terms and acknowledges that if the employer is found to be in violation of the City Policy it may be subject to civil penalties and termination of the awarded contract.

Company Name: _____

Signature of Authorized Representative: _____

Name (print): _____

Title: _____

Address: _____

Phone: _____ Email: _____

APPENDIX A:

SAMPLE GENERAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Cheboygan. The required provisions are:

GENERAL SERVICE AGREEMENT BETWEEN THE CITY OF CHEBOYGAN FOR:

The City of Cheboygan, a Michigan municipal corporation, having its offices at 403 N. Huron St., Cheboygan, Michigan 49721 and the Contractor, a(n) _____ (state where organized), _____ (Corporation, LLC, Sole Proprietorship), having its address at _____

agrees as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

- *Administering Service Area/Unit* means The Water and Wastewater Department
- *Contract Administrator* means The Director of Public Works, acting personally or through any designees authorized by the City Manager.
- *Deliverables* means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.
- *Project* means City of Cheboygan Meter Replacement Program

II. DURATION

Contractor will commence performance in April 2025. This Agreement will remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XIII. The terms and conditions of this Agreement will apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. Contractor agrees to provide meter replacement and associated technology. ("Services") and to furnish any plumbing materials, with the exception of meters necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement.
 - Contract and Exhibits
 - Bid Proposal of Contractor dated, restated, and attached as Exhibit A.

- B. The contract documents are complementary and what is called for by anyone will be binding. The intention of the documents is to include all labor, plumbing materials, (except meters) equipment, and transportation necessary for the proper execution of the Project. Materials or work described have a well-known technical or trade meaning of recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first will prevail over any conflicting requirement(s) of a document listed later.

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum will be adjusted accordingly. All such changes will be executed under the conditions of the original Agreement.

- C. Quality of Services under this Agreement will be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality will be made solely by the Contract Administrator.
- D. The Contractor will perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- E. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party will be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, will arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor will be paid on the basis of the bid price restated in Exhibit B. The total fee to be paid the Contractor for the Services will not exceed (\$). Payment will be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the City.

- C. The Contractor will keep complete records and photo documentation of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records will be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor will procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor will provide to the City documentation satisfactory to the City, through City-approved means demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor will be authorized to do business in the State of Michigan and will carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor will indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

All craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, will receive the prevailing wage for the corresponding classes of craftsmen, mechanics, and laborers, as determined by statistics for the Cheboygan area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor will provide satisfactory proof of compliance with these provisions.

Contractor agrees that all subcontracts entered into by the Contractor will contain similar wage provision covering subcontractor's employees who perform work on this contract.

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. All contractors and subcontractors will ensure that all applicants employed are treated during employment in a manner which provides equal employment opportunity.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement will conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not and will not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City will have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or will be made by the Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City owned properties as required to perform the necessary Services under this Agreement.
- B. The City will notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.
- C. The City will supply all Water Meters and MXU's necessary to execute this contract.

XI. ASSIGNMENT

- A. The Contractor will not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor will at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor will retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement will not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several calendar years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City will have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The City will give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and IX will survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, will not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement will constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, will be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party will subsequently affect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement must be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement will be in writing and will be personally delivered, sent by next day express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it will be addressed and sent to:

If Notice is sent to the CITY, it will be addressed and sent to:

City of Cheboygan
Attn: Daniel Sabolsky, City Manager
403 N Huron St.
Cheboygan, Michigan 49721

XV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity, and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Cheboygan County, State of Michigan if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Northern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement will be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but will be made available, upon request, to the City without restriction or limitation on their use.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the

application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules, or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document will modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement will be binding on and will inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it; the Effective Date is the date when signed by the last party.

FOR CONTRACTOR

CITY OF CHEBOYGAN

Daniel Sabolsky, City Manager

Alyssa Singles, City Clerk

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B

COMPENSATION

General Contractor will be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(Insert/Attach Negotiated Fee Arrangement)

EXHIBIT C

INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement and continuing without interruption during the term of this Agreement, Contractor will provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements will meet the following minimum requirements.

- A. The Contractor will have insurance that meets the following minimum requirements:
1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage will be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office Form CG 00 01 04 13 or current equivalent. The City of Cheboygan will be an additional insured. There will be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
\$2,000,000 Property Damage Liability, or both combined per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 3. Motor Vehicle Liability Insurance coverage will include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City of Cheboygan will be an additional insured. There will be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy Further, the limits of liability will be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 4. Insurance required under A.2 and A.3 above will be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess will be considered excess insurance only and will not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
 5. Insurance companies and policy forms are subject to approval of the City Attorney, which approval will not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Cheboygan. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions,

which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. The Contractor will furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor will provide, within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor will deliver proof of renewal and/or new policies and endorsements to the City at least ten days prior to the expiration date.