



**CHARTER TOWNSHIP OF
OSCODA**

**REQUEST FOR QUALIFICATIONS
AND PROPOSALS**

ASSESSING SERVICES

The Charter Township of Oscoda will receive Request for Qualifications proposals for Assessing Services according to the following specifications. Proposal packages are available at the Office of the Township Superintendent.

Proposals will be received until 12:00 P.M. (Noon) prevailing Eastern Time, Thursday, November 6, 2013. Proposals shall be addressed as follows:

**CHARTER TOWNSHIP OF OSCODA
TOWNSHIP CLERK'S OFFICE
110 South State Street
Oscoda, MI 48750**

All proposals must be signed by a legally authorized agent of the proposing firm.

ENVELOPES/SHIPPING BOXES MUST BE PLAINLY MARKED:

"ASSESSING SERVICES – PROPOSAL"

AND MUST BEAR THE NAME OF THE PROPOSER.

The Township reserves the right to accept any or all proposals, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the Township, in its sole discretion, to be in the best interest of the Charter Township of Oscoda. Therefore, by requesting to propose, each potential respondent shall thereby be considered to have agreed to the foregoing, as well as all other conditions, information and statements in this request for qualifications and any documents requested pursuant to this request for qualifications.

Robert F. Stalker, II
Township Superintendent

Notice dated: October 15, 2013

**CHARTER TOWNSHIP OF
OSCODA**

REQUEST FOR QUALIFICATIONS AND PROPOSALS

ASSESSING SERVICES

IMPORTANT DATES:

RFQ Issue Date	October 15, 2013
Last Date for Questions	October 31, 2013
Response Due Date	Wednesday, November 6, 2013 by 12:00 P.M. (Noon)
Tentative Interview Date	YTBD (if applicable)

PART 1 GENERAL INSTRUCTIONS

Qualified assessing firms are invited to submit qualifications to the Charter Township of Oscoda for Assessing Services.

To be considered by the Township, one (1) UNBOUND original, nine (9) copies of the proposal must be received by the date and time specified. Late submittals will not be considered.

Submitted copies become the property of the Township and shall not be returned.

The Charter Township of Oscoda shall not be responsible for any cost associated with the preparation of a response to this RFQ. Firms are encouraged to provide the minimum amount of information necessary to address the RFQ.

Anticipated service agreement will be for two year (2) year duration with the option to extend the agreement for an additional two (2) years at the Township's discretion.

PART 2 COMMUNITY / POSITION HISTORY

Oscoda is a full service Township of approximately 7,000 people located on the shore of Lake Huron in Northeast Michigan. Oscoda is home to the former Wurtsmith Air Force Base and as such, has invested significant effort in the base reuse process since 1993. Oscoda is a Charter Township under Michigan State Law. The Township Board, which governs the Township, is made up of a Supervisor, Clerk, Treasurer and four Trustee members; each have one vote on the Township Board and each serve four year concurrent terms. The Township Superintendent reports to the Township Board and is responsible for managing the day to day operations of the Township.

The Township employs approximately 24 full time, 11 part time and 30 seasonal employees. Police protection is provided by 11 licensed peace officers and fire protection is provided by 34 volunteer firefighters. Unionized employees are represented by two (2) separate bargaining units.

The total 2013 budget for the Township is \$6,588,810, with the General fund budget at \$3,094,190. The Assessor's office is currently operated on a contract basis with working hours Monday through Friday from 8 AM to 5 PM. The operation employs two full-time employees and one part-time employee as follows:

Assessor MAAO (Level III) full-time/36 Hours per week
Appraiser MCAO (Level II) full-time/36 Hours per week
Description Clerk (no certification) part-time/26 Hours per week

The Township has a mix of agricultural, commercial, industrial, residential and developmental properties which are shown on the attached tax roll summary statement identified as Exhibit 1. In addition, Oscoda Township has a Downtown Development Authority which has a captured assessed value of \$5,511,911 and 325 parcels; subsidized housing; four (4) consumers energy hydroelectric dams and a substantial amount of lakefront property, with a total of 9,418 parcels.

The Township is also the home of the former Wurtsmith Air Force Base which results in a large number of concentrated parcels utilized for a variety of purposes resulting from the civilian conversion process. The Township has created a Local Development Finance Authority on the former base to capture revenue primarily for maintaining airport operations. The LDFA has a captured assessed value of \$453,033 and includes 133 parcels.

Oscoda Township maintains file cards for each real parcel within the Township. This information includes dimensions of the parcel and any structure that is pertinent to assessment administration. The Township utilizes BS&A software to administer the assessment function on behalf of its citizenry.

The Township requires that the Contractor have experience with the following items in a community of comparable size: special assessment rolls, personal property tax statements and tax increment finance districts.

PART 3 STATEMENT OF QUALIFICATIONS

The Charter Township of Oscoda is requesting proposals from qualified firms for complete contract operation of the Assessor's office. Prospective proponents must demonstrate their capabilities and experience by addressing the following areas:

1. Submit complete proposals based upon the sample contract attached as Exhibit 2 and this request for qualifications and proposals.

2. Submit a list of current municipal clients and services provided to each jurisdiction.
3. Submit a list of at least three municipal references from the above referenced list including telephone numbers.
4. Submit resumes of persons who will fulfill contact obligations including relevant work history.
5. Indicate how the Charter Township of Oscoda Assessor's Office will be operated, by whom and with what technical backgrounds, include evidence of ability to comply with State Tax Commission requirements for assessment administration.
6. Provide a date of proposed contract initiation.
7. Provide at the Township's request, a performance bond for the value of the first year of the proposed contract.
8. Discuss any other topics or areas that are relevant to the firms' qualifications.

Part 4 Scope of Service

The scope of services contained in the proposal shall provide for total contract operation and will include, but is not limited to, the following:

1. Manage all staff for the administration and operation of the Township Assessor's Office.
2. Assume responsibility for all reports, notices and permits required by the Federal, State and local agencies including provision of regular informational reports to the Township.
3. Assume all costs for any fines or penalties levied against the Township for improper administration and operation of the Township Assessor's Office.
4. Maintain the current high standard of physical appearance of the Assessor's Office.
5. Serve as the Townships liaison and representative in all matters related to administration and operation of the Assessor's Office including regulatory agencies and local governments.
6. Provide additional management, technical, administrative and other professional services to augment Assessors Office personnel when required.
7. Review building permits and update property records as necessary.
8. Prepare and certify of the annual assessment roll.
9. Complete personal property statements.
10. Attend all Board of Review sessions.
11. Provide the services of a State of Michigan certified MAAO (level III) assessor in the Township Hall at a minimum of four (4) hours per day, five (5) days per week on average. Be available at other times by appointment.
12. Complete special projects as assigned by the Township Superintendent.
13. Use best efforts to complete site inspection and reappraisal of at least twenty percent (20%) of the parcels within the township each year.
14. Answer inquiries from the public and address pertinent issues in a timely and responsive manner.
15. Analyze sales data to update ECF's, locally derived costs and land values annually.
16. Maintain and or develop land value maps as appropriate. Maintain front foot values for platted, recreational and commercial parcels.

17. Provide all files, computer generated or otherwise, created in the performance of this agreement upon termination of the agreement
18. Provide copies of pertinent communications generated in the performance of the Assessor's duties to the Township on a regular basis.
19. Prepare annual assessments for each parcel using ECF's approved by the State Tax Commission.
20. Add new construction and remove all losses from the assessment roll annually.
21. Defend all assessments and provide necessary support/documentation in Michigan Tax Tribunal proceedings.
22. Provide any other service or activity which would normally be accomplished in performing assessment administration in a professional manner.
23. Enter data into the "BS&A" computer software program for all parcels in the Township as necessary to maintain accurate and complete records and assessments.
24. Enter data into "Apex" computer software program to produce drawings as necessary to maintain accurate and complete records and assessments.
25. Provide all staff for the operation, administration and management of the Assessor's office.
26. Maintain regular office hours at least five days per week eight hours per day, as mutually agreed by the parties.
27. Provide for insurance coverage for general and public liability, property damage, workmen's compensation insurance per requirements of the State of Michigan and professional liabilities errors and omissions. The Charter Township of Oscoda is to be named as an additional insured on all policies and granted indemnification by the proponent from any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the proponent or it's officers agents and employees.

At a minimum, the following type of insurance will be provided in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Professional Errors & Omissions	\$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Automobile Bodily Injury	\$1,000,000 each person
General Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

Any deviation from the insurance coverage set forth above must be expressly approved by the Township in writing.

Part 5 OTHER

- a. Provide any other information necessary to fully describe services and qualifications (not to exceed 10 pages). The total number of pages in the submittal shall not exceed forty (40). Economy of preparation and brevity are encouraged.
- b. Discuss in detail what activities/items the Township will be responsible for under your proposal.
- c. Provide the name of the firms' chief administrative representative, the address of the main office and the name and address of the person(s) directly responsible for contract administration.
- d. Provide a cost proposal utilizing the attached proposal forms including the signature of a person authorized to legally bind the proponent.

Part 6 REVIEW PROCESS

The Charter Township of Oscoda reserves the right to reject any or all submittals. The Township may request one or more firms to provide a more detailed proposal. This is not a bidding process.

Part 7 EVALUATION CRITERIA

The following will be considered in the selection of a consultant:

- a. Relevant Experience
- b. Qualifications
- c. Understanding of Township Needs and Issues and familiarity with the Charter Township of Oscoda
- d. Team compatibility, including ability of contractor to work with Township staff and elected officials based on references and other supporting information.
- e. The professional reputation of the contractor and their employees.
- f. Cost of service as set forth on proposal form.

Part 8 CONFLICT OF INTEREST STATEMENT

- a. Indicate whether your company currently contracts with, or has contracted with in the past, any client whereby that relationship may conflict with your ability to provide assessing services to the Charter Township of Oscoda.
- b. Indicate whether you currently contract with any other local units of government having jurisdiction within, or contiguous to the Charter Township of Oscoda.
- c. Indicate what procedures your company would utilize to identify and resolve conflicts of interest.

Proposal Form
Charter Township of Oscoda
Contract Assessment
Proposed Annual Lump Sum Breakdown

A. 2014 (Jan – Dec)	\$ _____
B. 2015 (Jan – Dec)	\$ _____
C. 2016 (Jan – Dec)	\$ _____
D. 2017 (Jan – Dec)	\$ _____
E. Total – 48 Months	\$ _____
F. Additional Cost Per New Parcel (if applicable)	\$ _____

In submitting this proposal it is understood that the Charter Township of Oscoda reserves the right to reject any and all proposals, to waive irregularities and/or informalities in any proposal, to negotiate modifications in any proposal and to make an award in any manner, consistent with law, deemed to be in the best interest of the Township.

This proposal is to remain firm for a minimum of ninety (90) days.

In submitting this proposal it is understood that the Charter Township of Oscoda will require a successful proponent to enter into a contract document with Township which must be approved and authorized by the Oscoda Charter Township Board of Trustees.

Dated and signed this _____ day of _____ 2013.

Name of Proponent: _____

By: _____

Signature: _____

Title: _____

Business Address: _____

Telephone Number: _____

SELECTION PROCESS/PROPOSAL EVALUATION & CONTRACT AWARD

The Township intends to award a contract to the proponent(s) best qualified to perform the work for the Township; experience, qualifications, cost of service and other factors considered. The Charter Township of Oscoda reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents. In submitting this proposal it is understood that the Charter Township of Oscoda will require a successful proponent to enter into a contract document which must be approved and authorized by the Township Board of Trustees. A contract will be developed based in part on the information in the Request for Proposal, which will be incorporated into the contract by reference. The contract is expected to be in a form very similar to the attached Exhibit 1.

Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the Township to rescind acceptance of any proposal after it has been accepted, but before the Township has taken action to authorize the contract to be signed. The Township Board reserves the right to rescind its acceptance of any proposal at any time until such time that the Township Board acts legislatively to accept a proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the Township Board has so acted and the contract is signed by the authorized individuals.



Robert F. Stalker, II
Township Superintendent

Exhibit 1
2013 Roll

# of Parcels	Class	Assessment	Taxable
2	101	236,800	148,184
382	201	36,877,100	35,485,106
77	301	14,251,400	13,101,259
7979	401	218,977,900	209,283,555
11	601	1,693,000	754,578
8451	Real	272,036,200	258,772,682
479	Personal	23,682,200	23,679,513
480	Exempt		
9410	Total	295,718,400	282,452,195
8	DNR	1,044,900	485,398

101 Agricultural
201 Commercial
301 Industrial
401 Residential
601 Developmental

Exhibit 2
SAMPLE PROFESSIONAL SERVICES CONTRACT AGREEMENT

This is a Contract Agreement (the "AGREEMENT"), by and between the CHARTER TOWNSHIP OF OSCODA, whose mailing address is 110 South State Street, Oscoda, Michigan 48750, hereinafter referred to as the "TOWNSHIP", and _____, a Michigan Corporation owned by _____, whose address is _____, _____, Michigan, _____ hereinafter referred to as "CONSULTANT".

CONSIDERATION

1. CONSULTANT shall receive as consideration for the services as contemplated in this Agreement, the amount of _____ (\$ _____) per year based upon a Thirty-Six (36) hour work-week to provide those services as would be typically expected of someone performing the services as generally described below and herein.

2. CONSULTANT agrees that any payments pursuant to this Agreement, made to CONSULTANT, shall be a net 30 days from the date that the TOWNSHIP receives the CONSULTANT'S invoice. Invoices shall be submitted monthly for One-Twelfth (1/12th) of the annual contract amount. A report detailing all services expended during the billing period shall accompany each invoice. CONSULTANT agrees to allow the TOWNSHIP access to financial records, work records, and books for the purpose of performing audits and verifying billing record accuracy. The profit and/or loss of the CONTRACTOR shall be the responsibility of the CONTRACTOR, not the TOWNSHIP.

3. TOWNSHIP and CONSULTANT agree to renegotiate the fees established herein by this Agreement in the event of changes to applicable state laws, or reasonably unforeseen additional work is needed, to meet any new state requirement enacted subsequent to this date of this contract.

4. In the event of an appeal to the Michigan Tax Tribunal, the CONSULTANT shall defend all small claims hearing at no additional charge. In the event that a case is to be heard before the full Tribunal, TOWNSHIP will reimburse CONSULTANT Twenty Dollars (\$20.00) per hour plus lodging, meals, transportation and reasonable expenses. In the event of an Appeal made to the State Tax Commission of property classification disputes CONSULTANT will, at no charge to TOWNSHIP, defend said disputes. Further, CONSULTANT will, at no charge to TOWNSHIP, conduct any Board of Review procedures necessary.

SCOPE OF WORK

5. The scope of work of CONSULTANT shall be defined as follows: To provide property assessing services for both real and personal property ensuring full compliance of the Township with the statutes and requirements of the State of Michigan that relate to performance of real and personal property assessing.

6. This Agreement shall constitute the contractual and complete understanding of all parties hereto, whether they are oral or written.

TERM OF AGREEMENT

7. The term of this Agreement shall commence at the time in which this Contract is signed by both parties hereto, and shall continue for one year, from the date of January 1, 201_ until the date of December 31, 201__.

8. TOWNSHIP shall provide adequate office space, including utilities and equipment that is determined by the Township Superintendent as being necessary and is within the adopted fiscal year budget established by the TOWNSHIP.

9. Mutual Understanding of Employment. Both parties to this Contract agree that the CONTRACTOR is not an employee of the TOWNSHIP, nor is authorized as an Agent invested with the powers to bind the TOWNSHIP to any lawful expense.

STANDARD OF PERFORMANCE

10. CONSULTANT does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the Michigan Charter Township services as generally described below and herein. CONSULTANT shall maintain all necessary certification from the State of Michigan for an Assessor, Level Three.

11. CONSULTANT shall provide for the Assessor's office to be open and providing services to the TOWNSHIP staff/officials and the public from 8:00 a.m. to 5:00 p.m. during all days that the TOWNSHIP'S normal business operations. CONSULTANT shall perform the duties of the Assessor's Office by providing the services of a State of Michigan certified Level Three Assessor in the Township Hall at a minimum of four (4) hours per day, five (5) days per week on average.

12. TOWNSHIP acknowledges that CONSULTANT may hire regularly certified staff and/or sub-contractors. CONSULTANT shall obtain pre-approval from TOWNSHIP for any staff or staff changes by furnishing the names and the level of certification(s) held for all persons that are providing services for the TOWNSHIP pursuant to this Agreement. The following items shall be the CONSULTANT'S responsibility and shall hold TOWNSHIP harmless thereafter:

- a. To make payment for all employee wages, payroll and benefit expenses;
- b. Injuries incurred by employees on and off Township properties;

- c. Workmen compensation insurance that complies with the statutes of the State of Michigan.
- d. Sub-contractor fees or professional service fees that result from agreements established by the CONSULTANT. TOWNSHIP will not be liable to third parties for costs incurred by the CONSULTANT unless said costs have been pre-approved by the Township Superintendent.
- e. Provide to the TOWNSHIP proof that all sub-contractors maintain and are covered by the same minimum limits of Professional Liability Insurance coverage that are required of the CONSULTANT in the section entitled "INSURANCE". d. CONTRACTOR shall be responsible for the payment of all taxes, be it local, state or federal, as it relates to the compensation as paid hereunder.
- f. If CONTRATOR employs any other individuals, either for hire or not, it shall be the responsibility of the CONTRACTOR to provide the necessary discipline in order to achieve the overall results as generally contemplated herein.

13. CONSULTANT agrees to clearly represent themselves and their work product pursuant to this Agreement, as being performed by a private corporation known as _____.

INSURANCE

14. CONSULTANT is agreeing to assume the responsibility for the job as described above and herein, and shall maintain at a minimum the following insurance coverage(s):

- a. Professional general liability insurance with a minimum single limit of One Million Dollars and 00/100 (\$1,000,000.00) against claims of Wrongful Acts, Negligent Acts and/or Errors and Omissions that arise from the services being provided by the CONSULTANT pursuant to this Agreement.
- b. Workman's compensation insurance in compliance with the statutes of the State of Michigan or the state which has jurisdiction over the Consultant's employees with a minimum limit of Five Hundred Thousand Dollars and 00/100 (\$500,000.00).
- c. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).

15. Before TOWNSHIP is to execute this Agreement, the CONSULTANT will be required to submit evidence that all required insurance policies are in effect, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this Contract, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to TOWNSHIP. Further, CONSULTANT shall provide written evidence of the receipt of such requirements on behalf of said insurance company(s) to provide such written notice as mentioned immediately above, to the CONSULTANT prior to the TOWNSHIP executing this document. Said insurance policies shall also name the TOWNSHIP as an additionally insured party.

TERMINATION

16. This Agreement shall terminate on December 31, 201_____, or pursuant to the following actions:

- a. By either party, with or without cause, at any time with ninety (90) days prior written notice.
- b. By the TOWNSHIP at any time without cause upon verification notification by the State of Michigan that the CONSULTANT is unqualified or has failed to perform the assessing function at the Charter Township of Oscoda in accordance with applicable statutes.
- c. The TOWNSHIP may cease payment or assess liquidated damages with a minimum floor of Five Thousand Dollars (\$5,000.00) from contract payments before the term of this agreement in the event that the CONTRACTOR voluntarily ceases or is unable to legally perform the duties of this Agreement.
- d. The TOWNSHIP recognizes that CONTRACTOR may involuntarily become unable to fully service the requirements of this Agreement for short terms. Only in cases of medical emergency, serious illness that is supported by physician orders or circumstances that the Township Superintendent recognizes as being beyond the control of the CONTRACTOR, a period of twenty-eight (28) consecutive days of reduced level of services may be authorized by the Township Superintendent.

GENERAL TERMS AND CONDITIONS

17. Indemnification by the CONSULTANT: The CONSULTANT shall indemnify, protect and hold the TOWNSHIP, its employees and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees or additional appraisal fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the

performance of this Agreement that result from accidental acts, negligent acts, errors or omissions, or the willful misconduct of the CONSULTANT'S personnel or equipment. This provision shall survive the termination of this Agreement.

18. Indemnification by the TOWNSHIP: The TOWNSHIP shall indemnify, protect and hold the CONSULTANT, its employees and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the performance of this Agreement that result from accidental acts, negligent acts, errors or omissions, or the willful misconduct of the TOWNSHIP'S personnel or equipment. This provision shall survive the termination of this Agreement.

19. General Rights and Duties of CONTRACTOR. The CONTRACTOR shall have general control over their obligations pursuant to this Agreement, and how said obligations are to be fulfilled, unless otherwise stated herein. Additionally, it is part of the consideration mutually acknowledged to be fair by both parties hereto, and as provided hereunder, that the services to be rendered are to be rendered by CONTRACTOR for the benefit of TOWNSHIP, and shall be for the exclusive benefit of TOWNSHIP. The date, time, hours and even location shall be the subject of continued negotiations between TOWNSHIP and CONTRACTOR. To the extent that it does not provide any conflict of interest, nor make the performance pursuant to the terms of this Contract any less likely, CONTRACTOR shall have the ability to engage in other employment pursuits.

20. Modifications. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

21. Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

22. Binding Parties. The statements herein shall bind all heirs, successors, and assigns of both parties.

23. Survival. These conditions shall survive the completion of the CONSULTANT'S services on this project and the termination of services for any cause.

24. Governing Law. The services provided by this Agreement will be performed in Iosco County, Michigan. It is acknowledged that this Agreement was entered into and services are to be provided in Iosco County by both parties hereto. The CONSULTANT conducts business activities in Iosco County, and has responded to an advertisement, and has submitted a bid for this work. Based upon this, and to the extent possible, both parties consent to the jurisdiction of Iosco County, State of Michigan.

25. Severability. If any provision of this Agreement is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.

26. Notices. Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this Agreement.

27. Incorporation of Agreements. This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

28. Assignability. Any rights provided for in this Agreement, to any party hereto, are not assignable.

29. Conflict of Documents. Any conflict between the terms of any of the contract documents shall be resolved as follows: First, the terms of this Contract shall

prevail over any other documents; and Second the documents CONSULTANT submitted to TOWNSHIP, shall be given priority.

30. Anti-Discrimination. The CONSULTANT shall comply with all state and federal Anti-discrimination laws and shall use the leased premises in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex, age, handicap, disability, or national origin, shall be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

31. No Joint Venture. Nothing contained in the contract documents will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in these contract documents render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

32. Failure of TOWNSHIP to Insist on Compliance. The failure of TOWNSHIP to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of TOWNSHIP to insist on the future performance of any such terms covenants, or conditions, but the obligations of the CONSULTANT with respect to such future performance shall continue in full force and effect.

CHARTER TOWNSHIP OF OSCODA

Dated: _____

By: James Baier
Its: Supervisor

Dated: _____

By: Christine Carrasco
Its: Clerk

Dated: _____

By: _____
Its: Owner

