

## **REQUEST FOR PROPOSALS**



### **MUNICIPALITY OF MT. LEBANON Construction Management Services (CM Agency)**

The Municipality of Mt. Lebanon, Allegheny County, Pennsylvania, is accepting proposals to establish a contract with the Municipality of Mt Lebanon, hereafter called the Municipality, for pre-construction services and Construction Management (CM) Services for the project referred to as Mt. Lebanon Public Works Facility and Shooting Range Project. Attached is information relating to submitting a proposal including specific requirements, the organization of the proposal, and proposal evaluation criteria.

The Mt Lebanon Public Works Facility and Shooting Range Projects are two separate construction projects with an interconnected timeline in order to not disrupt the delivery of services to the residents of the community. The Public Works Facility project consists of new construction and renovations to the existing facility on Lindendale Drive. The project consists of multiple phases that will need to be timed so that minimal disruption of public works services occurs. The total estimated cost of the project is approximately 5.3 million dollars. The Municipality intends to construct a Shooting Range Facility in a new freestanding building on the Mt. Lebanon Golf Course site on Pine Avenue. The total estimated cost of the project is approximately 1.2 million dollars.

The CM will be required to provide services during the pre-construction phase, including but not limited to the following: project master schedule, project information management, constructability reviews and value engineering, cost estimating and budget development, and project commissioning. The CM will represent the Municipality throughout the construction of this project, including the close-out process. During the construction phase, the CM will provide services, including but not limited to the following: conduct pre-construction conferences, maintain on-site staff, conduct bi-weekly construction meetings, maintain shop drawings and submittals, project coordination, construction schedule, monitor construction progress, control construction quality, maintain records, process payment applications, maintain construction accounting system, conduct construction superintendent meetings, prepare and maintain field reports, coordinate municipal functions, coordinate inspections and testing, coordinate construction changes, maintain photographic records, provide monthly reports, process requests for information and claims, and monitor contractors' safety programs.

All responses to this RFP must be received in a sealed envelope and clearly marked “Construction Management Services” by 11:00 AM on **Friday, April 28, 2017**, to be eligible for consideration. Proposals shall be submitted to:

Keith McGill, Municipal Manager  
Mt. Lebanon Municipality  
710 Washington Road  
Pittsburgh, PA 15228

**The proposal and bid price (including cost estimates and hourly rates, see Section V) should be submitted in sealed envelopes.** Please submit ten (10) copies of the RFP response and one (1) sealed bid price with your submission. The municipality will not open the bids until all proposals have been reviewed for their content and quality. E-mail submissions will not be accepted.

Additional information can be found on the municipal website, [www.mtlebanon.org](http://www.mtlebanon.org): Construction Management Services. Questions may be e-mailed to [kmcgill@mtlebanon.org](mailto:kmcgill@mtlebanon.org).



REQUEST FOR QUALIFICATIONS & PROPOSALS  
FOR  
CONSTRUCTION MANAGEMENT SERVICES (CM AGENCY)  
MT. LEBANON PUBLIC WORKS FACILITY  
AND SHOOTING RANGE PROJECTS

ISSUED: APRIL 7, 2017

MT. LEBANON MUNICIPALITY  
710 WASHINGTON ROAD  
PITTSBURGH, PA 15228

## Request for Qualifications & Proposals

### Mt. Lebanon Public Works Facility and Shooting Range Construction Management Services

#### I. **Purpose:**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with the Municipality of Mt Lebanon, hereafter called the Municipality, for Pre-Construction Services and Construction Management (CM) Services for the project referred to as Mt. Lebanon Public Works Facility and Shooting Range Project.

#### II. **Project Description:**

The Municipality has contracted with RSSC Architecture and Gateway Engineers, hereafter called the Architect and Engineer, to provide design services for the Mt Lebanon Public Works Facility project.

The Mt Lebanon Public Works Facility and Shooting Range Projects are two separate construction projects with an interconnected timeline in order to not disrupt the delivery of services to the residents of the community.

#### **Shooting Range Facility**

The Municipality intends to construct a new freestanding building on the Mt. Lebanon Golf Course site on Pine Avenue. Utilities exist on site that service the Golf Course Clubhouse building. The Municipality intends to partner financially with Mt. Lebanon School District (hereafter called the School District) for the Shooting Range project in order to construct a facility that meets the needs of both the Municipality, the Mt Lebanon Police Department and the Mt Lebanon High School Rifle Team. Coordination of the Shooting Range project will require input and representation from both the Municipality and the School District; however, the municipality will be the owner of the facility. The construction of the Shooting Range Facility must be completed before the existing range at the Public Works Facility is taken out of service in order to provide for the continuous availability of a firing range for Mt Lebanon Police Officers.

The Mt Lebanon Golf Course will open for their day-to-day activities during the new construction of the Shooting Range Facility. All construction activities must be coordinated with the recreation director or the golf course manager so as not to negatively impact the day-to-day efficiency of course operations.

The total estimated cost of the project is approximately 1.2 million dollars.

## **Public Works Facility**

The Public Works Facility project consists of new construction and renovations to the existing facility on Lindendale Drive. The project consists of multiple phases that will need to be timed so that minimal disruption of public works services occurs. The total estimated cost of the project is approximately 5.3 million dollars.

### **Phase 1: Site work**

During the first phase of the project, significant earthwork and will take place on the Public Works site. This phase will consist of: clearing and grubbing approximately 2.8 acres; demolition and removal of 8,900 square yards of bituminous paving including subbase; stripping and re-spreading of 1,750 cubic yards of topsoil; bulk excavation of 32,000 cubic yards of excavation; installation of erosion control measures; installation of 1,170 linear feet of storm sewer piping; installation of storm inlets, manholes and underground storage tanks; 11,980 square yards of new base, binder, and paving; installation of 75 linear feet of water and sanitary sewer lines; and additional lighting and landscaping work.

### **Phase 2: Demolition of Salt Dome and Construction of Salt Storage Facility**

In the second phase of the project, the existing salt dome will be demolished and a new salt storage facility will be constructed in the same location. The new salt storage facility will be an 8,000 square foot structure and will include reinforcement of the existing foundations and approximately 890 square yards of new binder and wearing course pavement.

### **Phase 3: Existing Building Additions and Renovations**

The existing spaces at the Public Works site will be renovated and expanded. These spaces include the vehicle maintenance and storage buildings and other renovations to the existing Public Works building. The vehicle maintenance/garage area will be expanded with an addition of 4,380 square feet, including electrical, HVAC, and plumbing services. Locker rooms and support spaces will be expanded by 2,375 square feet. The vehicle and equipment storage area will be expanded by 8,560 square feet, including electrical and HVAC services. Floor-to-ceiling renovations of 6,960 square feet on the second floor of the existing Public Works facility will include electrical, plumbing, HVAC. Additional work will be done on the stairs, elevator, and bathrooms.

### **Phase 4: New Storage Building Construction**

Two new freestanding buildings will be constructed at the Public Works site for the purpose of housing vehicles and equipment. Both buildings will be 3,300-square-foot structures set on a new foundation and with a concrete slab on grade. Electrical lighting service will be installed in both buildings.

The Public Works Department, will maintain use of the site for their day-to-day activities during the new construction. All construction activities must be coordinated with the Public Works Director so as not to impact the day-to-day efficiency of the departmental operations.

The Municipality anticipates releasing the project for bid in August 2017, with bids due September 2017. It also anticipates four prime contracts (*General Construction, HVAC Construction, Plumbing/Fire Protection Construction, Electrical Construction*). The general contractor will be the lead contractor on the project.

**III. Preliminary Project Schedule:**

Design Development	February – June	2017
Construction Documents	June-July	2017
Bidding	August-September	2017

**IV. Services:**

**Pre-Construction Phase Services**

The CM will be required to provide services during the pre-construction phase, including but not limited to the following:

**Project Master Schedule**

The CM will develop a detailed master project schedule to include the activities of other project team members – architect, engineer, Municipality. During the development of the schematic phase of design, prepare a preliminary project master schedule for the work of this project, the related work to be performed by others, project approvals and any other milestones that would affect the project schedule. This preliminary schedule shall be updated at the design development and construction documents phases. The CM must advise the Municipality when in their opinion, the demands of the schedule are such that will impact the cost of the project and must estimate these cost impacts.

**Project Information Management**

The CM will maintain a web-based central document repository for the project during preconstruction and construction phases. The site must be accessible by the CM, subcontractors, the design team, the Municipality, and other project stakeholders. The site shall be capable of managing/organizing in an accessible way: the submittal process, RFIs, ASI, change orders, meeting minutes, etc.

**Constructability Reviews/Value Engineering**

The CM will provide constructability reviews in all stages of design and make recommendations for exploratory work as needed to properly identify concealed existing conditions at the site to ensure that the project can be built within the established schedule and budget. Provide value engineering recommendations as required during the design process by participating in the design process, and providing review and consulting services. Provide costs for the deduct alternates, to be identified in the process of value engineering. It is expected that the CM will attend design meetings on an “as needed” basis as determined by the Municipality.

### **Cost Estimating and Budget Development**

Based on the documents available, construction square footage, site conditions and other impact items the CM will prepare detailed construction cost estimates at the end of schematic design, design development and at approximately 90% construction documents. The CM's cost estimate shall be reconciled with that developed by the design professional or his/her cost consultant.

### **Project Commissioning**

As part of the preconstruction services, the CM will be involved with the project team in developing the commissioning criteria portion of the written specifications for implementation. The architect and engineer will work closely with the CM.

### **Construction Phase Services**

The CM will represent the Municipality throughout the construction of this project, including the close-out process. The on-site staff will report to the Municipality's Director of Public Works and shall become familiar with this project so they can immediately hit the ground running. The Municipality's PM will assist the CM with interfacing with the Municipality's department of public works and with other municipal procedures. Below is a list of functions that the CM will be responsible for during the construction phase, but is not meant to be all-inclusive.

### **Conduct Pre-Construction Conferences**

The Construction Manager will organize and conduct a pre-construction meeting with the contractors, consultants, and the Municipality for each construction phase of the project. The meeting shall include a review of the project management, project schedule, standard procedures, and project phase specific procedures.

### **Maintain On-Site Staff**

The Construction Manager will provide and maintain a qualified, on-site field staff as necessary to manage the project, conform to the scope of services, and insure that the work is performed in compliance with the contract documents.

### **Conduct Bi-Weekly Construction Meetings with the Architect and Engineer, Contractors, and Municipality**

CM shall prepare and distribute the minutes from these meetings, shall be issued in a timely manner, accurately represent what was discussed, and posted in the web-based system.

### **Shop Drawings and Submittals**

The Construction Manager, in consultation with the architect, will establish and implement procedures for processing and approving shop drawings, product data samples, and other submittals from the contractors and will coordinate the processing and approval of all submittals with the Architect. The Construction Manager will establish and maintain a

submittal log to insure contractor compliance with the contract documents and that the A/E processes them in a timely manner so as not to cause project delays. Advise the Municipality of any proposed substitutions.

### **Project Coordination**

The Construction Manager will attend all coordination meetings and provide administration, management, and related services necessary to coordinate the construction activities of the contractors with each other and with those of the Construction Manager, the Architect, and the Municipality.

### **Construction Schedule**

Ensure that the general contractor keeps the project schedule updated at all times, review the progress of the project to ensure that it is in compliance with the approved schedule.

### **Monitor Construction Progress**

The Construction Manager will review contractors' construction schedules, observe construction progress, and report deviations from the schedule that might delay project completion. The Construction Manager will ensure the contractors develop and implement corrective actions necessary to meet the project schedule.

### **Control Construction Quality**

The Construction Manager will monitor and inspect all work on a daily basis to insure the general quality of the work and compliance with the contract documents. The Construction Manager will document and report all deficiencies and make recommendations for corrective actions and report to the Municipality immediately any deviations from the contract documents.

### **Maintains Construction Records**

The Construction Manager will maintain current and orderly records of all construction documents including contracts, drawings, specifications, submittals, samples, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc., utilizing the web-based system. The CM will turn over to the Municipality a disk or USB storage device with all information contained within the web-based system in a PDF format.

### **Process Applications for Payment**

The Construction Manager, in coordination with the Municipality and the Architect, will develop and implement a procedure for the review and processing of contractor payment applications. The Construction Manager will evaluate the contractors' schedule of values to insure accurate and appropriate payments to contractors.

### **Maintain Construction Accounting System**

The Construction Manager will establish and maintain an accurate and up-to-date construction project accounting system that will track all potential and approved changes.



The CM shall work with the Municipality to keep the cost records up to date. Since the project funds are from the Municipality, knowledge of Municipal procedures is important.

### **Conduct Construction Superintendent Meetings**

The Construction Manager will conduct weekly meetings at the job site with the construction superintendents to coordinate construction activities and discuss project progress. The Construction Manager will prepare and distribute accurate meeting minutes in a timely manner.

### **Prepare and Maintain Field Reports**

The Construction Manager will prepare and maintain daily job site reports including: weather conditions, number of workers, equipment in use, contractor activities, general activities, special occurrences, and any issues that may impact the schedule.

### **Coordination of Municipal Functions**

The CM shall coordinate Municipal functions related to the project, such as utility outages, temporary equipment storage and management, etc. All utility outages will require the CM to work closely with the Public Works department for on-site outages and to provide proper notifications to residents in the surrounding neighborhoods of any utility outages that will impact their households.

### **Coordinate Inspections and Testing**

The CM will determine the requirements and make recommendations for inspections and testing. The CM, in consultation with the Municipality, Architect, and Engineer, will coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

### **Construction Changes**

The CM will evaluate all change orders and time extension requests in consultation with the Architect and Engineer to determine reasonableness, evaluate the impact on other prime contractors, the project budget, schedule, and make recommendation to the Municipality accordingly. Ensure that change orders are processed in a timely fashion.

### **Maintain Photographic Records**

The CM will maintain photographic, and if required, video records of construction activities as the project progresses on a regular basis. A copy of the photos and video will be uploaded to the web based central document system.

### **Provide Monthly Reports**

The CM will prepare and distribute a monthly report to the owner in a format that is acceptable to the Municipality. The report shall include information on schedule, time

extensions, recovery plans, budget, RFI and submittal status, potential change orders, photos of progress, and general project information.

### **Requests for Information**

Review all RFIs issued by the contractors and advise the architect on the impact to the schedule and/or costs, and ensure that they are resolved timely so as not to cause project delays.

### **Claims**

Make recommendation to the Municipality regarding the legitimacy of claims and negotiating strategy.

### **Monitor Contractors' Safety Programs**

The Construction Manager will monitor the safety program developed by each contractor.

### **Close-Out Phase**

- Develop Close-Out Program. The CM, in consultation with the Municipality and Architect, will develop a detailed program of close-out activities in compliance with the contract documents. The Program will include a close-out schedule, inspections, testing, startup procedures, warranty processing, and occupancy.
- Coordinate Systems and Equipment Testing. The CM will coordinate with the Municipality's Public Works Department, monitor, and document the testing, calibration, and start-up of all equipment and building systems.
- Process Operation Manuals and Warranties. The CM will collect from the contractors and log into the web-based system all operating and instruction manuals for equipment and building systems.
- Coordinate Training. The CM, in consultation with the Municipality, will coordinate and assist in the training of the Public Works staff and other designated personnel on the operation and maintenance of building systems and equipment.
- Coordinate Substantial and Final Inspections. The CM, in consultation with the Architect, will schedule and coordinate substantial completion and final inspections. The CM will assist the Architect in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.
- Coordinate Construction Close-Out. The CM will coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.
- Submit Project Documentation. The CM will submit all project documentation in a PDF format including files, records, drawings (both bid and record drawings), submittals, samples, warranty information from all vendors, and other information to the Municipality in an organized and usable form.

V. **Submission Requirements:**

Your proposal shall include the following:

- Not-to-exceed pre-construction service fee.
- An estimated CM agent fee which includes a list of hourly rates and hours for all personnel and all reimbursable expenses. The final fee for construction shall be determined as plans develop during the design process.
- Your firm's qualifications, including references for three similar projects.
- Names and resumes of the construction project manager, scheduler, estimator, project engineer, site coordinator (superintendent), and financial personnel assigned to the project.
- A schedule of hourly rates for each team member which may be used for additional services (*i.e.*, construction coordinator, clerical, scheduler, estimator, financial, etc.).

Please submit one original and five copies of the requested information **no later than 11:00 a.m.**, April 28, 2017. Proposals shall be submitted in sealed envelopes and delivered to: Keith McGill, Municipal Manager, Mt Lebanon Municipality, 710 Washington Road, Pittsburgh, PA 15228.

VI. **Selection Criteria:**

While the successful firm must submit a competitive fee, price alone will not be the sole criteria in selection. The Construction Manager will be selected based on the following criteria:

- Team personnel's experience and qualifications on related projects
- Understanding and prior experience with municipal projects and requirements
- Understanding of project scope/intent
- Approach/methods/management capabilities/project plan
- Fee and staffing cost

Interviews may be scheduled with selected prospective consultants as soon as possible after the scoring and ranking, to permit further evaluation and to allow the municipality to inquire further into the consultant's experience on similar projects, thorough understanding of the various aspects of the services to be provided, scheduling, budget and other pertinent matters.

Proposals must remain open as an irrevocable offer to provide service as described in the RFP for a period of 90 days after April 28, 2017.

The final decision regarding this proposal rests with the Mt. Lebanon Commission.

The award decision is expected to be made on or before May 9, 2017.

The Municipality may add to, modify or change the process or any requirements set forth herein at any time in its discretion.

Nothing contained in this RFP will be deemed to (i) create any right (whether property or other) in any party to have a contract awarded or (ii) create or require any standard for award other than what the Municipality deems to be in its best interest. The award of a contract will be made in the discretion of the Municipality, and may be made on factors other than cost and on factors that may not appear in this RFP.

Notwithstanding anything to the contrary contained herein, no bidder, whether successful or not, will acquire any legally binding rights against any party including the Municipality, unless and until the bidder and the Municipality formally execute an agreement that is satisfactory to the Municipality, in its discretion. The submission of a bid, including the execution of the agreement that is part of this package, will not guarantee a contract award, nor will it guarantee that the Municipality will not request modifications or deletion of terms before entering into the contract. The Municipality reserves the right to reject any or all proposals, and the right at its discretion to accept the proposal the Municipality deems to be most favorable to its interests.

**APPENDIX A**  
Request for Proposals  
Municipality of Mt. Lebanon Public Works Facility and Shooting Range Projects

**NONDISCRIMINATION**

**Nondiscrimination and equal opportunity are the policy of the Commonwealth and Municipality of Mt. Lebanon in all its decisions, programs, and activities. The purpose is to achieve the alms of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended (43 P.S. 951, et. seq.) and (43 P.S. & 153), assure that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.**

During the term of this contract, the contractor agrees as follows:

- (a) Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.
- (b) Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- (c) Contractor shall send each labor union or workers' representative with whom it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

- (e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligation under this nondiscrimination certification, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- (f) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further Municipality of Mt. Lebanon contracts, and other sanctions may be imposed and remedies invoked.
- (g) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the Municipality of Mt. Lebanon Manager for purposes of investigation to ascertain compliance with the provisions of this certification. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information forms supplied by the Municipality of Mt. Lebanon Manager.
- (h) Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
- (i) Contractor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (j) Contractor's obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Municipality of Mt. Lebanon, Allegheny County, Pennsylvania, a municipal corporation, hereinafter referred to as “Municipality of Mt. Lebanon” or “the Municipality,” and \_\_\_\_\_, hereinafter referred to as the “Construction Manager” or “CM Agency.”

WHEREAS, the Municipality desires to have certain one-time professional work done involving construction management services; and

WHEREAS, the Municipality desires to enter into a contract for this work as indicated in the Request for Proposals, hereinafter referred to as “RFP,” and made a part of this agreement, included herein by specific reference, and attached as Appendix A to this agreement; and,

WHEREAS, the CM Agency desires to provide services requested in the RFP to the Municipality of Mt. Lebanon based on the formal proposal submitted in response to the Municipality’s RFP, said proposal made a part of this agreement, included herein by specific reference and attached as Appendix B to this agreement; and,

WHEREAS, the parties to this agreement have further negotiated changes or additions to Appendix A and/or Appendix B and have set forth these changes or additions as Appendix C to this agreement, said Appendix C made a part of this agreement and included herein by specific reference

AND WHEREAS, the CM Agency is equipped and staffed to provide the services set forth in the RFP;

NOW THEREFORE, the parties mutually agree as follows:

**TERMS AND CONDITIONS**

**THE CM AGENCY WILL:**

Provide professional consulting services as specified in the RFP and accepted by the CM Agency’s proposal and amended by any addendum listed herein and attached hereto.

Comply with all applicable laws in fulfilling this contract.

Assign the following individuals to do the Municipality’s required work at the minimum number of hours as indicated:

<u>NAME</u>	<u>POSITION</u>	<u>MINIMUM HOURS</u>
[Insert information as a separate sheet]		

Any changes to the staffing proposed above shall be subject to the approval of the Municipality, however, staff changes by the CM Agency will not be denied where the staff replacement is of equal ability or experience to the predecessor.

**THE MUNICIPALITY WILL:**

Compensate the CM Agency based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$\_\_\_\_\_.

Provide reasonable access to all Municipality personnel, facilities and information necessary to properly conduct and complete the work required under this Agreement.

Make payments to the CM Agency within thirty (30) days after receipt of a properly prepared invoice for work satisfactorily completed.

Make final payment to the CM Agency within thirty (30) days after final invoice is received by the Municipality.

**FURTHER, IT IS AGREED BY BOTH PARTIES THAT:**

The final product produced by the work of the CM Agency pursuant to this agreement, including any report, maps, drawings and other documents prepared by the CM Agency and intended to be appended to the final product or to be included by reference, shall be owned by the Municipality.

This Agreement may be terminated by either party at any time, in which case the Municipality will be liable only for work performed up to the date of termination.

In witness thereof, the parties hereto have executed this Agreement on the day and date set forth above.

WITNESS:

THE MUNICIPALITY OF  
MT. LEBANON

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

[THE CM AGENCY]

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_