



February 1, 2016

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Monday, February 22, 2016, at 2:00 p.m.** for the following:

**Cleaning Services for the Department of Public Services  
(Parks & Recreation Division, Marina and Garage Division)  
(specifications attached)**

If the specifications are obtained from the City's new updated website link at: [http://www.traversecitymi.gov/bids\\_and\\_rfps.asp](http://www.traversecitymi.gov/bids_and_rfps.asp), it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to [jdalton@traversecitymi.gov](mailto:jdalton@traversecitymi.gov).

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bid either on an entire or individual basis that is in the best interest of the City.

The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

Only the successful Bidder will be notified. If you so desire, you may call for results.

You must indicate on the outside of the sealed envelope that the bid is for **"DPS Cleaning."**

You must submit **TWO (2) SEALED COPIES** of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

**If you have any questions, please contact Lauren Vaughn or Sheila Dodge, Parks & Recreation Division, at (231) 922-4900, Ext. 114 or 144 before the bid is submitted.**

PLEASE SUBMIT BID TO: Julie Dalton, Purchasing Agent  
City Manager's Office, 400 Boardman Avenue  
Traverse City, MI 49684

**GENERAL CLEANING SPECIFICATIONS  
CITY OF TRAVERSE CITY**

1) INTENT

The City intends to enter into a three-year contract beginning approximately April 2016 with one or more qualified cleaning services. The City intends to receive bids from qualified cleaning services for cleaning seven (7) City Park restrooms, the Marina restrooms, the Carnegie Building (322 Sixth Street) and the Department of Public Services (DPS) building.

It is the intent of these specifications for an individual, a group of individuals, or a company/service to assume the responsibilities of cleaning internally and around the surrounding areas of each of these facilities.

The City intends to select a bid or bids on the basis of qualifications, ability, relevant experience, cost, work plans, time frame, required insurances, and other pertinent factors. The Contractor(s) will be required to enter into a contract with the City for this work. A sample contract is attached to this Request For Bids. The City may select one contractor to perform all four portions of the contract or up to four (4) contractors to perform the work individually at each facility.

2) SCOPE OF SERVICES

ALL PARKS AND MARINA FACILITIES ARE OPEN FROM APPROXIMATELY LATE APRIL OR EARLY MAY TO LATE OCTOBER. THE CARNEGIE BUILDING AND THE DPS (GARAGE DIVISION) WILL REQUIRE CLEANING ALL YEAR.

All facilities to be cleaned are listed below: EQUAL EMPHASIS WILL BE PLACED ON APPEARANCE AND CLEANLINESS OF BOTH THE INSIDE AND OUTSIDE SURROUNDING AREA OF EACH FACILITY. The surrounding area is defined as the entrance patio or approach area to each restroom or laundry entrance. The outside surrounding areas average approximately 10 feet from the entrance doors. All the outside areas must be swept and be free of litter, glass, etc.

SLABTOWN CORNER	Bay Street at Division (at tennis courts), including lobby area.
WEST END BATH HOUSE	On Grandview Parkway just west of Division Street.
SR. CENTER OUTDOOR RESTROOMS	Senior Center on East Front Street at Barlow. Restrooms are in the Senior Center building but open to the outside.
BRYANT PARK	On Peninsula Drive at Garfield Avenue.
EAST BAY PARK	East Bay Boulevard and east end of Front Street.

HULL PARK	Hannah Avenue west of Woodmere Avenue.
MARINA RESTROOMS AND PAVILION	Duncan L. Clinch Marina off Grandview Parkway.
CLINCH PARK	In the building adjacent to the concession stand, by Clinch Park beach.
DPS BUILDING	DPS Building (Garage Division), 625 Woodmere Avenue.
CARNEGIE BUILDING	Carnegie Building, 322 Sixth Street.

Parks cleaning shall be done between the hours of 10:00 p.m. and 6:00 a.m. Marina cleaning shall be done between the hours of 12:00 a.m. and 6:00 a.m. Department of Public Services Building and the Carnegie Building cleaning shall be done between the hours of 6:00 p.m. and 11:00 p.m. Specific time requirements exist for some facilities. Awarded Contractor cannot begin cleaning until contracts have been signed and all insurances have been obtained, submitted to, and approved by the City Clerk.

All entrances used must be locked and secured before leaving the work site. If entrances are not secured and any theft or vandalism occurs, the Contractor shall be responsible for full replacement value on any loss/vandalism resulting from the Contractor's, or his/her employees', failure to secure the building(s). If keys are lost, the Contractor will also be responsible for replacing all locks and keys to all doors in all departments that are required in the RFP to be cleaned. If the Contractor cannot locate lost keys within 24 hours, Contractor MUST notify DPS personnel immediately after the 24-hour period to start the process of replacing all door locks and keys with different lock cylinders and matching keys.

After the bid is awarded, a local representative from the Contractor's company is to report, in person, to each department (DPS, Parks and Marina) monthly for a "monthly check-in" to see how the cleaning service is meeting the RFP's requirements. Not participating in this requirement may be deemed as refusal to work and may be subject to termination of the Contract.

### 3) CONTRACT

The contract will be a three-year contract beginning approximately April 2016.

### 4) EXAMINATION OF THE WORK

Prior to submission of the bid, the Contractor shall make or shall be deemed to have made a careful examination of the site, specifications, and sample contract included herein.

5) REFERENCES

Each bidder shall submit FOUR (4) commercial account references. References are taken seriously, and are to include the name of the organization, two (2) contact people with a daytime telephone number, and the length of time these services have been performed. An additional list of references may be submitted along with the Bid Summary-Sheet B, at the discretion of the bidder.

6) SUBMITTAL

Bids are to reflect a total-cost-per-day or a total-cost-per month and to be billed on a monthly invoice. Monthly invoices must be itemized for Parks and Recreation, Marina, Carnegie Building, DPS (Garage Division), Special Events, Weekends, and Cherry Festival dates, and will be billed to each individual department/division. When submitting the bid, remember the bid price is to be set for three years (the length of the contract). Bids submitted must meet or exceed the specifications.

7) PAYMENT TO CONTRACTOR

Payment shall be made within thirty (30) days of satisfactory completion of the work. The City may withhold payment in whole or in part for:

- a) Defective work not remedied, and/or
- b) Damage to City property, and/or
- c) Lost or stolen keys and/or
- d) Any door left unlocked at any location, and/or
- e) Failure to obtain proper permits and insurance throughout the contract, and/or
- f) Claims filed or reasonable evidence indicating probability of filing claims, and/or,
- g) A reasonable doubt that the contract can be performed in a satisfactory manner.

8) COMPENSATION AND METHOD OF PAYMENT

Contractor must forward a monthly invoice for payment to each individual department, making sure the invoice matches the amounts on the Bid Summary Sheet. What is submitted on the Bid Summary will be the total dollar amount you can submit for payment on a per-day or per-month basis. The restroom facilities will be inspected daily for satisfactory service. Upon satisfactory service, payment will be made within 30 days of receipt of the invoice.

Upon unsatisfactory service, the Contractor shall be notified, and unless corrections are immediately completed within eight (8) hours, liquidated damages in the amount of \$20.00 per separate daily occurrence per restroom shall be paid by the Contractor and a credit shall be noted by the Contractor on the monthly invoice. Such liquidated damages shall not be considered a penalty and shall not be exclusive of any other remedy the City may select.

The Contractor will also deduct, from the monthly invoice, one day cleaning fee, for each restroom left unlocked.

9) TERMINATION

A. For Fault. If the City Manager determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Contractor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Contractor at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any State or Federal agency, the City Manager may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

10) SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and only material of the first quality and correct type, size, and design are to be used. All interpretations of these specifications will be made upon the basis of this statement.

11) SUBCONTRACTING

The Contractor will be required to assume full responsibility for all services outlined in this bid. None of the Contractor's duties under the contract shall be subcontracted or transferred. If the Contractor sells his/her business, during the duration of the contract, the contract becomes nullified.

12) INSURANCE

The Contractor shall acquire and maintain insurance as outlined in the specifications. The Contractor agrees not to change and agrees to maintain such insurance throughout the period of performance of this Agreement. Contractor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under

this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

A. Contractor's Commercial Liability Insurance:

The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence, including personal injury, bodily injury, property damage and products-completed operations. The City of Traverse City shall be named as additional insured.

B. Motor Vehicle Insurance:

The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including applicable No Fault coverage, combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

C. Workers Compensation Insurance:

The Contractor shall procure and maintain during the life of this contract Workers Comprehensive Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

D. Cancellation:

If any of the insurance is canceled, the Contractor and all related parties shall cease operations immediately and shall not resume until new and proper insurance is obtained and submitted to the City Clerk for approval.

13) QUALIFICATIONS

The Contractor may be required to show, to the complete satisfaction of the City of Traverse City, that the Contractor has the necessary ability and resources to provide the services specified therein in a satisfactory manner. The Contractor may also be required to give a past experience history in order to satisfy the City of Traverse City in regard to the Contractor's qualifications. The City of Traverse City may make reasonable investigations, deemed necessary and proper, to determine the ability of the Contractor to perform the work. The City of Traverse City reserves the right to reject any or all bids if the evidence submitted by, or investigation of, the Contractor's past experience fails to satisfy the City, that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the bidder's qualifications shall include but not be limited to the following:

- A. The ability, capacity, and skill necessary to perform the work or provide the services required.

- B. The ability of the Contractor to perform the work or provide the services promptly or within the time specified, without delay or interference.
- C. The reputation, experience, and efficiency of the Contractor.
- D. The quality of performance during previous contracts or services.
- E. The ability to work closely with all City Departments on numerous issues pertaining to the cleaning and servicing of all listed sites in the specifications.
- F. Uncompleted or poorly completed work under other contracts which in the judgement of the City might hinder or prevent the prompt completion of the work, if awarded.

14) USE AND SUPPLY OF MATERIALS

The Contractor shall provide all necessary tools and equipment for an efficient cleaning operation, including cleaning equipment, cleaning supplies, paper towels, toilet paper, toilet paper holders, urinal fresheners, trash liners, hand-soap, etc., except for the Marina Restroom (SEE MARINA RESTROOM). Contractor MUST dispense on a "KEEP FULL" basis. The City will provide light bulbs for each facility so equipped. A storage room will be provided in each restroom for the Contractor to store limited cleaning supplies and paper products. The Contractor's Bid shall reflect all costs associated with cleaning.

15) WORK SCHEDULE AND WORK ACTIVITIES

Some of these facilities may be open on a 12 to 24-hour a day basis. Access to each facility will be through the front door.

Cleaning is to be a seven (7) day per week operation (including holidays) for the Parks (see chart below). Cleaning operations (including holidays) for the Marina vary by season, (see chart below). Cleaning is to be a five (5) day cleaning schedule for the DPS Building (Garage) minus holidays. Cleaning is to be a one (1) day per week operation for the Carnegie Building

Specific time requirements exist for certain facilities, as directed by the Superintendents of each division.

Division	7 Days Per Week (including holidays) Usually End of April through late October	7 Days Per Week (including holidays) Usually Mid-June to Labor Day	1 Day Per Week	5 Days Per Week, either Monday through Saturday or Sunday through Friday.	3 Days Per Week Usually May 15 to June 15, then the day after Labor Day to October 20.	Special Events 1:00 p.m. to 5:00 p.m. or 6:00 p.m. to 10:00 p.m.	Special Weekends 1:00 p.m. to 5:00 p.m.	Night Cleaning
Parks	X					X	X	10:00 p.m. to 6:00 a.m.
Marina		X			X			12:00 a.m. to 6:00 a.m.
Garage				X				6:00 p.m. to 11:00 p.m.
322 Sixth			X			X		6:00 p.m. to 11:00 p.m.

It is the responsibility of the Contractor to keep the facilities secure during the cleaning process and after you leave by locking all doors. NO visitors, friends, family members, children, etc. are allowed to accompany you or your cleaning agency and will not be admitted into these facilities for any reason. **ONLY QUALIFIED, INSURED PERSONNEL ARE ALLOWED INTO THESE FACILITIES.**

If deemed necessary, a trial daily check list may be provided by the City. This trial check list may be placed in the storage facility room so we can monitor work performed. After checking the work, we may have suggestions on how to update or improve the work performed.

#### 16) SPECIAL EVENTS AND FESTIVALS ADDITIONAL CLEANING SCHEDULES

During special events such as the National Cherry Festival, fireworks, and other major events or festivals, additional daytime cleaning may be required, in addition to the regular nightly cleaning schedule. Not all special events are scheduled before the season starts, however, the City of Traverse City will work closely with the Contractor to assure that adequate notice will be given for each upcoming event that may require extra cleaning. This will vary from one to four restrooms to be cleaned per special event. The Contractor will be notified as to which restrooms to clean. Upon this notification from the City, it is then the responsibility of the Contractor to monitor these facilities during these special events, making sure supplies are abundant, areas are free of debris, and that all areas are cleaned.

If any additional daytime cleaning is required, cleaning shall be performed between the hours of 1:00 p.m. and 5:00 pm. Fireworks or a nighttime activity would require an extra cleaning between 6:00 p.m. and 10:00 p.m. This time schedule can be changed if cleaning demands are not being met.

Near and during the National Cherry Festival, extra daytime cleanings are needed for a 10 to 14 day period. The specific dates and which restrooms to clean each year will be provided to the Contractor. The time period can be between the last week in June to the first two weeks of July.

17) PARKS WEEKEND RESTROOM CLEANING

A second cleaning for four (4) of the parks' restrooms (West End, Clinch, Bryant and East Bay parks) from mid to late June through Labor Day weekend shall be performed during the day between the hours of 1:00 p.m. and 5:00 p.m. on Saturdays, Sundays, and Labor Day Monday. The Contractor will be notified when to start the weekend cleanings.

Invoices for this work shall be noted separately from the normal nightly cleaning on the invoice.

18) COMPLACENCY

The Contractor MUST realize that even though this contract runs for a period of three (3) years, it is not in the best interest to become complacent in the duties of cleaning. If the City notices complacency in the duties of the Contractor, a check list, as stated before, may become mandatory for the Contractor to complete and hand in daily to the City.

19) KEYS

The Contractor will be given a key for each of the entrance doors. KEYS ARE NOT TO BE DUPLICATED BY THE CLEANING SERVICE. NO EXCEPTIONS. The Contractor may request, in writing, from each of the Superintendents additional keys only if it is an emergency, and the cost of those keys will be deducted from the monthly bill. If keys are lost or stolen, and the Contractor cannot locate lost or stolen keys within a 24-hour period, Contractor MUST notify DPS personnel immediately after the 24-hour period to start the process of replacing all door locks and keys with different lock cylinders and matching keys. The Contractor will also be responsible for the service cost of replacing all keys and locking cylinders to all doors in all departments that are required in the RFB to be cleaned.

20) DAMAGE DONE TO FACILITIES BY CONTRACTOR

The Contractor shall be responsible for any damage done while cleaning. Anything broken or damaged must be reported within eight (8) hours to the specified Superintendent. Damaged areas or items must be repaired within twelve (12) hours. Failure to comply could result in termination of the contract. E-mail [sdodge@traversecitymi.gov](mailto:sdodge@traversecitymi.gov) or call the Parks and Recreation Division at 231-922-4900 Ext. 144 to report any light bulbs that need to be replaced, or any damage that has occurred.

21) VANDALISM

Any and all vandalism must be reported either by phone, e-mail, or in person to the pertinent Superintendent by the morning of the next business day. Report the following:

- A. The type of vandalism.
- B. Time you noticed vandalism.
- C. Location of where vandalism occurred.
- D. Take a digital photo of the vandalism and submit it to the Superintendent.

**IF IT'S AN EMERGENCY, CALL 995-5150 or 911 FIRST.** Examples of an emergency may be fire, toilet or sink destroyed, etc. The City of Traverse City will then need to file police reports so information obtained by the Contractor needs to be precise and objective.

22) LOST AND FOUND

All valuable lost and found items **MUST** be turned into the City of Traverse City Department of Public Services, 625 Woodmere Avenue, Traverse City, first thing in the morning (daily if required). Marina items will be left in the Security office. **ITEMS LIKE TOWELS, SHOES, BEACH TOYS ETC. CAN BE PUT IN MARKED BOX IN STORAGE AREA IN PARKS.** This means all valuable items. No exceptions. The City will then contact the Police Department with the lost items for pickup. Lack of cooperation from the Contractor may be a cause for termination of contract.

23) INQUIRIES

Please direct any questions concerning these specifications to Lauren Vaughn or Sheila Dodge at 231-922-4900 Ext. 114 or 144 between the hours of 8:00 a.m. and 5:00 p.m. weekdays.

24) ON-SITE TOURS

On-site tours can be arranged by calling 231-922-4900 Ext. 144 for anyone interested in a site preview prior to submitting a bid.

25) SMOKING

The City has an ordinance that prohibits Smoking within 50 feet of any public building or in any waterfront park. This means all the buildings the Contractor will be cleaning - There is no smoking, inside or outside the building or in most of the parks.

26) SUBMISSION OF BIDS

**Interested Contractors shall submit two (2) copies of a sealed bid containing:**

- A. A completed Bid Summary Sheet B (attached hereto).
- B. A statement of the Contractor's previous experience and professional qualifications and identifying the person responsible for drafting the bid and listing recent commercial references.
- C. Identification of a contact person to whom inquiries should be directed, with an address, telephone number, fax number and E-Mail address.
- D. Specify, on a separate sheet of paper, any items not possible to accomplish within the above specifications.

## TECHNICAL CLEANING SPECIFICATIONS

### **SCOPE OF SERVICES**

Various services are to be performed daily, weekly, monthly, bi-monthly and for special events. Items listed to clean are not all-inclusive.

“CLEAN” indicates: To make an object or room free from dirt and/or free from foreign matters.

“DISINFECT” indicates: A chemical (such as a quaternary disinfectant – hospital grade disinfectant) that is used on surfaces that destroys or inhibits growth of a wide range of harmful organisms or harmful pathogens.

“WET SCRUB” indicates: An application of a cleaning solution by using a mechanical scrubber, done with a “Special Cleaning Treatment” requested by a City Supervisor or Superintendent.

“SPECIAL CLEANING TREATMENTS” indicate: A more thorough cleaning and disinfecting of the facility, including such things as ceilings, walls, under sinks, corners, etc. These special cleanings are to rid areas of smells, bacteria and built-up debris. “Special Cleaning Treatments” are to be done on an as-needed basis, determined by the Superintendent of each facility.

### **PARKS**

#### LIST OF PARKS RESTROOM FACILITIES:

East Bay Park	Men’s – 2 urinals, 1 toilet, 2 sinks Women’s – 3 toilets, 2 sinks
Bryant Park	Men’s – 2 urinals, 1 toilet, 2 sinks Women’s – 3 toilets, 2 sinks
Sr. Center Outdoor Restrooms	Men’s - 1 urinal, 1 toilet, 1 sink Women’s – 2 toilets, 1 sink
Clinch Park	Men’s – 2 urinals, 2 toilets, 2 sinks Women’s – 4 toilets, 2 sinks Family Restroom – 1 toilet, 1 sink, 1 baby changing table Changing Rooms – 8 total
West End Restroom	Men’s – 1 urinal, 1 toilet, 1 sink Women’s – 2 toilets, 1 sink, 2 changing stalls

Slabtown Corner

Men's – 1 toilet, 1 sink  
Women's – 1 toilet, 1 sink

Hull Park

Men's – 1 urinal, 1 toilet, 2 sinks  
Women's – 2 toilets, 2 sinks,

**ALL PARK FACILITIES ARE TO BE CLEANED AND ATTENDED DAILY:**

- Outside: The entrance doors, entrance eaves, windows (if any), sidewalks, and general surrounding area must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, broken glass, bugs, cobwebs, etc. are remaining. Nothing must accumulate in or around these areas. Depending on the facility, "surrounding area" is considered approximately 10 feet from facility.
- All wastepaper baskets (where provided) are to be emptied. Plastic liners are to be supplied and used; liners must be replaced daily.
- Keep all inside areas; walls, ceiling, baseboards, window sills, partitions, floors, and both sides of doors, door knobs, etc., clear of dust, sand, dirt and grime buildup, cobwebs, bugs, writing, graffiti, etc.
- Clean and keep clear of dust, bugs, etc. all exterior and interior surfaces of light fixtures, walls and ceiling vents. No bugs should show through from inside the lights.
- Check for ant/bug infestation and notify City staff immediately if any infestation is discovered.
- Graffiti: Less offensive graffiti can be cleared immediately by cleaning supplies. Notify the Parks and Recreation Division immediately if more offensive graffiti is present. You will be required to take pictures of certain graffiti types as directed by the Parks and Recreation Staff.
- Keep all restrooms filled with proper supplies before you leave each restroom.
- You MUST secure and lock all doors behind you.

**PARKS AND RECREATION CLEAN AND DISINFECT DAILY:**

- All toilets inside and out, under basin, to the floor, and around base at floor.
- All sinks. Pay particular attention to areas around and under faucets. No residue is to remain around faucets.
- All floors. Sweep, mop with a cleaner, and then use a disinfectant that leaves a pleasant odor on floors and baseboards.

- All items hanging on or from the walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers, etc.).
- Drinking fountains.
- All waste baskets.

**PARK FACILITIES DONE FOR SPECIAL EVENTS:**

- Outside: The entrance doors, sidewalks, and general surrounding area must be cleaned and no sand, litter, cigarette butts, bugs, etc. are to be left. Nothing must accumulate in or around these areas. Depending on the facility, "surrounding area" is considered approximately 10 feet from facility.
- All toilet rolls and hand towels will be re-stocked and wastepaper baskets (where provided) are to be emptied. Plastic liners are to be supplied, used and emptied, if needed. Keeping all restrooms filled with proper supplies before you leave each restroom is essential.
- Clean off all smudges to mirrors, hand dryers, etc., and if needed, clean and disinfect toilets.

**PARKS AND RECREATION WEEKLY:**

- Sweep, wash, then scrub restroom floors and baseboards with a machine buffer (i.e., power scrubber and power edger). Special attention must be paid to dirt and grime around moldings, stall pillars, toilets and corners. Sand and dirt accumulate in the corners. Make sure all materials are removed from corners before you begin cleaning and disinfecting.
- After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, countertops, floors, doors, fixtures, vents, walls, etc.) that will leave a pleasant odor.
- Urinal fresheners must be replaced before completely out.

**MARINA**

**MARINA OUTSIDE FACILITIES TO BE CLEANED AND ATTENDED DAILY:**

- The entrance doors, entrance eaves, windows (if any), sidewalks, and general surrounding area within 10 feet, must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas.

- Clean and keep clear of dust, bugs, etc. all exterior light fixtures. No bugs should show through from inside the lights.
- Graffiti: Less offensive graffiti can be cleared immediately by cleaning supplies. Notify the Marina Dockmaster immediately if more offensive graffiti is present. Take pictures of the graffiti prior to cleaning.
- You MUST secure and lock all doors behind you.

**Marina will supply: toilet paper, paper towels, hand soap and trash can liners. Contractor to supply all other necessary supplies.**

**MARINA INSIDE CLEAN AND DISINFECT DAILY:**

- All toilets inside and out, under basin, to the floor and around base at floor.
- Urinal fresheners must be replaced before completely out.
- All sinks. Pay particular attention to areas around and under faucets. No residue is to remain around faucets.
- All floors. Sweep and mop with a cleaner, then use a disinfectant that leaves a pleasant odor.
- Marina showers, including shower curtain (wipe down daily) and all tiled areas, keeping them free of all grime and mold buildup. Tiled areas include walls, floors, and corners.
- All items hanging on or from the walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers, etc.). Keep soap dispensers filled at all times.
- Drinking fountains.
- All wastebaskets. Plastic liners (supplied by Marina) must be replaced daily.
- Keep all inside areas; walls, wall vents above toilet stalls, floors, ceilings, ceiling vents, baseboards, window sills, partitions, and both sides of doors, etc., clear of dust, dirt and grime buildup, cob webs, bugs, writing, etc.
- Vacuum all rugs and carpeting.
- Graffiti: Less offensive graffiti can be cleared immediately by cleaning supplies. Notify the Marina Dockmaster immediately if more offensive graffiti is present. Take pictures of the graffiti prior to cleaning.
- Check for ant/bug infestation and notify City staff **IMMEDIATELY** if any infestation is discovered.

- Keep all restrooms filled with proper supplies before you leave each restroom.
- Clean laundry room floors, walls, counter top, empty trash, replace paper towel.
- Clean kitchen area in boaters lounge, empty trash, clean kitchen sink.

#### **MARINA INSIDE WEEKLY:**

- Sweep, wash, then strip restroom floors and base-boards with a machine buffer (i.e., power scrubber and power edger). Special attention must be paid to dirt and grime around moldings, stall pillars, toilets, and corners. Sand and dirt accumulate in the corners. Make sure all materials are removed from corners before you begin cleaning, and disinfecting. You may choose the night to accomplish this task. **NO RESIDUE IS TO REMAIN.**
- After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, counter tops, floors, doors, fixtures, vents, walls, ceilings, etc.) that will guarantee a pleasant odor.

#### **MARINA MONTHLY**

##### **WET SCRUB**

**SPECIAL CLEANING TREATMENT (i.e.: shock treatment) BEGINNING AND END OF SEASON AND (ON AN AS NEEDED BASIS)**

#### **DPS BUILDING**

##### **DPS BUILDING - CITY GARAGE DIVISION TO BE CLEANED/DISINFECTED AND ATTENDED TO DAILY:**

- You **MUST** secure and lock all doors behind you. Please do not allow any other individuals or City employees into the lobby and front office areas. If you must leave the lobby and front office area, you must lock the doors behind you.
- All restrooms and their sinks, toilets, tile showers (Men's and Women's), clean and disinfect, etc. Keep all restrooms filled with proper supplies before you leave each restroom. All toilets must be cleaned and disinfected inside and out, under basin, to the floor, and around base at floor. **NO URINE STAINS OR FILM RESIDUE ARE TO BE LEFT IN TOILET BOWLS.** Keep clean all fixtures hanging on or from the walls.
- All sinks. Pay particular attention to areas around and under faucets. No residue is to remain around faucets.
- All Urinals. Attend to areas around and under urinals.

- Common area floors: vestibule floor, men's and women's restroom/locker room floors, lobby area, lobby bathroom, and the small bathroom under stairs. Sweep (or if needed mop) with a cleaner, then use a disinfectant that leaves a pleasant odor.
- Clean and disinfect the drinking fountain.
- Empty the Coffee Room trash. Plastic liners are to be supplied and used. Sweep and clean Coffee Room floor.

#### **DPS BUILDING - CITY GARAGE DIVISION WEEKLY:**

- Clean Vestibule Windows.
- Sweep and clean front entrance vestibule of debris and cobwebs, as well as cleaning the glass partition on both sides (**daily if needed**).
- Sweep/vacuum the four offices on the first floor, all open second floor areas and conference area. In the vehicle parking area of the Garage, sweep everything inside the yellow safety line surrounding the Men's Locker Room (including the stairway, under the stairway and landing).

#### **DPS BUILDING - CITY GARAGE DIVISION EVERY TWO MONTHS:**

- Outside: The entrance doors, entrance eaves, windows (if any), sidewalks, and general surrounding area must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas. The "surrounding area" is considered approximately 10 feet from facility.
- Sweep, wash and then strip **ceramic** floors and baseboards including main lobby, first floor offices (2), hallways and restroom with a machine buffer (i.e.: power scrubber and power edger). Make sure all materials are removed from corners before you begin cleaning, disinfecting and sealing with a non-slip high gloss floor finish product. No residue is to remain. You may choose the night to accomplish this task.
- Sweep, wash and then strip **vinyl** floors and baseboards including first floor restroom (in Garage area), Men's and Women's locker rooms with a machine buffer (i.e.: power scrubber and power edger). Special attention must be paid to dirt and grime around moldings, stall pillars, toilets and corners. Make sure all materials are removed from corners before you begin cleaning, disinfecting and waxing/sealing with a non-slip high gloss floor finish product. No residue is to remain. You may choose the night to accomplish this task.
- After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, counter tops, floors, doors, fixtures, vents, walls, ceilings, etc.) that will leave a pleasant odor.

- Check for ant/bug infestation and notify City staff IMMEDIATELY if any infestation is discovered.
- Clean and keep clear of dust, bugs, etc. all interior surfaces of light fixtures, walls and ceiling vents. No bugs should show through from inside the lights.
- Keep all inside areas, walls, ceiling, baseboards, window sills, partitions, floors, and both sides of doors, etc., clear of dust, dirt and grime buildup, cobwebs, bugs, writing, graffiti, etc. Clean individual office windows and clean blinds.

## **CARNEGIE BUILDING, 322 SIXTH STREET**

### **CARNEGIE BUILDING – ONE NIGHT PER WEEK:**

- Vacuum and/or sweep the following spaces
  - Entryway
  - Common hallways and lobbies on both floors
  - Stairways
  - Bathrooms on main and lower levels
- Sweep and mop hard surfaces in the above areas
- Glass cleaning on entry doors, mirrors, etc.
- Empty trash containers and change soiled liners
- Clean and disinfect kitchen
- Clean and disinfect drinking fountains
- Complete bathroom cleaning
  - Toilet bowls and seats cleaned and disinfected inside and out
  - Paper products and soaps restocked
  - Floors swept and mopped
  - Sinks and countertops wiped and disinfected
  - Dispensers wiped and disinfected

### **CARNEGIE BUILDING, 322 SIXTH STREET - EVERY TWO MONTHS:**

- Outside: The entrance doors, entrance eaves, windows, sidewalks, and general surrounding area must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas. The "surrounding area" is considered approximately 10 feet from entrance area.

- Check for ant/bug infestation and notify City staff IMMEDIATELY if any infestation is discovered.
- Clean and keep clear of dust, bugs, etc. all interior surfaces of light fixtures, walls and ceiling vents. No bugs should show through from inside the lights.
- Keep all inside areas, walls, ceiling, baseboards, window sills, partitions, floors, and both sides of doors, etc., clear of dust, dirt and grime buildup, cobwebs, bugs, etc.

**THE FOLLOWING CARNEGIE BUILDING SPECIAL PROJECTS WILL BE DONE ON AN AS NEEDED BASIS AS REQUESTED, UNDER SEPARATE SERVICE ORDER AGREEMENT:**

- Dust mop, wash and then strip restrooms, kitchen, hallways, stairways, and lobby floors and baseboards on both levels with a machine buffer (i.e., power scrubber and power edger). Special attention must be paid to dirt and grime around moldings, stall pillars, toilets, and corners. Make sure all materials are removed from corners before you begin cleaning, disinfecting, and then waxing with a non-slip high gloss floor finish product.

**INQUIRIES**

**Please direct any questions concerning these specifications to Lauren Vaughn or Sheila Dodge at 231-922-4900 Ext. 114 or 144, between the hours of 8:00 a.m. and 5:00 p.m. weekdays.**

TWO (2) COPIES OF A SEALED BID CLEARLY MARKED "DPS CLEANING" MUST BE RECEIVED AT THE FOLLOWING LOCATION NO LATER THAN 2:00 P.M. ON MONDAY, MARCH 25, 2013.

Julie Dalton, City Manager's Office  
 2<sup>nd</sup> Floor, Governmental Center  
 400 Boardman Avenue, Traverse City MI 49684

Telefaxed or emailed bids are not acceptable. Only the successful Contractor will be notified.

Bidder - Please complete and return

**BID SUMMARY**  
**Sheet A**

**TITLE:           Cleaning Services for the Department of Public Services  
                  (Parks & Recreation Division, Marina and Garage Division)**

**DUE DATE:   Monday, February 22, 2016 at 2:00 PM**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a purchase/service order and to provide proof of the required insurance.

The Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

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

(a) conviction of a criminal offense incident to the application for or performance of a contract;

(b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;

(c) conviction under state or federal antitrust statutes;

(d) attempting to influence a public employee to breach ethical conduct standards; or

(e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which

reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

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

**BID SUMMARY**  
**Sheet B**

BID: THE DEPARTMENT OF PUBLIC SERVICES WILL HAVE THEIR FACILITIES CLEANED ACCORDING TO THESE SPECIFICATIONS FOR A PERIOD OF THREE YEARS AT THE COST OF:

**PARK**

Park Restrooms Normal Cleaning (all 7- night cleaning) (including Holidays) Usually end of April through October	Total Per Day (Not to Exceed)	\$ _____
Special Events Per Day Per Restroom Building (usually 1:00 p.m. to 5:00 p.m. or 6:00 p.m. to 10:00 p.m.)	Total Per Day (Not to Exceed)	\$ _____
Weekends Per Day (Last Weekend In June-Labor Day) (for East Bay, Clinch, Bryant and West End – day cleaning)	Total Per Day (Not to Exceed)	\$ _____
Cherry Festival Per Day Extra Cleaning (for Clinch, Bryant and West End - usually 1:00 p.m. to 5:00 p.m.)	Total Per Day for Cherry Festival (Not to Exceed)	\$ _____
*Wet Scrub - Per Treatment		\$ _____
* Special Cleaning Treatments – Per Treatment		\$ _____

**MARINA**

Marina Facilities for May 15 – June 15 (3 days per week night cleaning)	Total Per Day (Not to Exceed)	\$ _____
Marina Facilities for June 16–Labor Day (7 days per week- night cleaning)	Total Per Day (Not to Exceed)	\$ _____
Marina Facilities for Day After Labor Day – October 20 (3 days per week - night cleaning)	Total Per Day (Not to Exceed)	\$ _____
*Wet Scrub - Per Treatment	Per month	\$ _____
* Special Cleaning Treatments – Per Treatment		\$ _____

**DPS**

DPS Building (Garage Division 5 days per week – night cleaning)	Total Per Month (Not to Exceed)	\$ _____
DPS Building overall clean and wax every two months	Total Bi- Month (Not to Exceed)	\$ _____
*Wet Scrub – Per Treatment		\$ _____

**CARNEGIE BUILDING**

Carnegie Building, (1 day per week – night cleaning)

Total Per Month \$ \_\_\_\_\_  
(Not to Exceed)

Carnegie Building overall clean every two months

Total Bi- Month \$ \_\_\_\_\_  
(Not to Exceed)

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Sole proprietorship/partnership/corporation

\_\_\_\_\_  
If corporation, state of corporation

A statement of the Contractor's previous experience and professional qualifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specify any items not possible to accomplish within the above specifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCES: (include name of organization, address, contact person, daytime phone number, and length of time services have been performed).

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

CITY OF TRAVERSE CITY  
CONTRACTOR AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and \_\_\_\_\_, a Michigan limited liability company, of \_\_\_\_\_, (the "Contractor");

WHEREAS, the City desires to engage the services of the Contractor to furnish technical and professional assistance concerning the project which is described as:

**Cleaning Services for the Department of Public Services  
(Parks & Recreation Division, Marina and Garage Division)**

and the Contractor wishes to furnish such technical and professional service to the City and has represented that the Contractor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
  - A. Notice
  - B. Request for Proposals/Bids
  - C. Contractor's Proposal/Bid
  - D. Schedule of Payments
  - E. Timetable for Activities
2. Scope of Services. The Contractor shall provide services in accordance with and as set forth in the Agreement documents for the Duncan L. Clinch Harbormaster Building and Department of Public Services Building, but not for the seven (7) parks' restrooms.
3. Compensation and Method of Payment. The City shall pay to the Contractor and the Contractor agrees to accept as full compensation for services under this Agreement the sum of approximately \$ \_\_\_\_\_, in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall be from April 3, 2016 through April 2, 2019. Performance shall be in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the Contractor to the City is that of an independent contractor and in accordance therewith, the Contractor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same,

including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Contractor to be a joint venture.

6. The Contractor's Responsibility. The Contractor shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Contractor shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under this Agreement or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Contractor shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Contractor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Contractor to comply with the provisions of this Agreement. The Contractor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Contractor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

10. Insurance. The Contractor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Contractor will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Contractor is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Contractor's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

A. Contractor's Commercial Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence, including personal injury, bodily injury, property damage and products-completed operations. The City of Traverse City shall be named as additional insured.

B. Motor Vehicle Insurance. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including applicable No Fault coverage, combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

C. Workers Compensation Insurance. The Contractor shall procure and maintain during the life of this contract Workers Comprehensive Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

D. Cancellation. If any of the insurance is canceled, the Contractor and all related parties shall cease operations immediately and shall not resume until new and proper insurance is obtained and submitted to the City Clerk for approval.

11. Compliance with Regulations. The Contractor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Contractor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Contractor with all information currently available to the City upon request of the Contractor. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or

perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Contractor because of its ability and reputation and none of the Contractor's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Contractor's duties under this Agreement must be in writing.

16. Third Party Participation. The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services related to the completion of this project, the Contractor shall be solely responsible for carrying out the project pursuant to this Agreement. The Contractor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Contractor in the conduct of the project unless the City Manager and the Contractor agree to modification in a particular case. The Contractor shall not subcontract unless agreed upon in writing by the City.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Contractor. The Contractor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services and duties hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Contractor. The Contractor specifically represents and agrees that its officers, employees, agents and consultants have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to

the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Contractor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Contractor at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

25. Delay. If the Contractor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Contractor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Contractor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it may be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan or a similar agreed to organization. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded

within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Contractor. Copies of the City-furnished data that may be relied upon by the Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Contractor are only for convenience of the Contractor. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Contractor. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Contractor. Files on electronic media of text, data or graphics or of other types that are furnished by the Contractor to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Contractor's seal or the identification of the Contractor in the title block.

30. Freedom of Information Act. The Contractor acknowledges that the City may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Contractor shall not be held liable for any reuse of the documents prepared by the Contractor under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Contractor recommend further work concerning the project, the City is under no obligation to engage the Contractor in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

By \_\_\_\_\_  
James C. Carruthers, Mayor

By \_\_\_\_\_  
Benjamin C. Marentette, City Clerk

CONTRACTOR

APPROVED AS TO SUBSTANCE:

By \_\_\_\_\_

\_\_\_\_\_  
Martin A. Colburn, City Manager

Its:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lauren Tribble-Laucht, City Attorney

## SCOPE OF SERVICES

The parties agree that the project for the City of Traverse City shall consist of the following duties and obligations:

Those duties and responsibilities contained in the City's Request for Bids and Contractor's Bid for the Parks & Recreation Division, Marina and Garage Division attached hereto and incorporated herein by reference.

## SCHEDULE OF PAYMENTS

Payments may be made to the Contractor after satisfactory service and upon receipt of a valid invoice approved by the City, as outlined in the specifications, attached hereto and incorporated herein.

The City shall pay to the Contractor and the Contractor agrees to accept as full compensation for services under this Agreement for approximately \$ \_\_\_\_\_ per year, in accordance with the Bid Summary (Sheet B), submitted by the Contractor with its bid.

NOTE: The city's standard practice is to run checks for the payment of bills received on the 10<sup>th</sup> and 25<sup>th</sup> day of each month. In order to receive payment on the 10<sup>th</sup> and 25<sup>th</sup> day of the month, the Contractor shall submit an invoice to the City by the 3<sup>rd</sup> or 18<sup>th</sup> day of the month. This normally allows enough time for the City to review and approve the Contractor's invoice and process it for payment. Failure of the Contractor to properly submit invoice by the 3<sup>rd</sup> or 18<sup>th</sup> day of the month may be cause for the city to postpone payment of the invoice until the next scheduled check run.

## TIMETABLE FOR ACTIVITIES

The services to be rendered under this Agreement shall commence upon execution hereof and shall continue for a period of April 3, 2016 through April 2, 2019.

**DISCLOSURE BY CITY COMMISSIONER**

I would like to make the following disclosure:

The City of Traverse City may be entering into a contract with or issuing a service/purchase

order to: \_\_\_\_\_,

and \_\_\_\_\_.

(Describe your pecuniary interest, see examples below)

As I have a pecuniary interest, I will be abstaining from deliberations and the vote on that contract or service/purchase order.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

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**Pecuniary Interest.** In the Disclosure you must state your pecuniary interest. Examples are given below, but you need to customize this depending on your circumstances:

*This is a company in which I have an ownership interest.*

*My spouse owns the business.*

*I am a subcontractor on this project.*