



June 23, 2014

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, July 14, 2014, at 2:00 p.m.** for the following:

2014 PREVENTATIVE MAINTENANCE CRACK SEALING PROJECTS

(specifications attached)

If the specifications are obtained from the City's website at www.traversecitymi.gov (services) it is the sole responsibility of the Bidder to check the website for updates and addendums prior to the bid being submitted. You may also register on the website to receive notifications when requests for proposals or bids, updates and addendums are posted.

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids 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 the **“2014 Preventative Maintenance Crack Sealing Projects.”**

You must submit **TWO (2) bids** 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 Mark Jones, Streets Superintendent at (231) 922-4900, ext. 112 before the bid is submitted.

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

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted to Julie Dalton, Purchasing Agent, City of Traverse City, Governmental Center, Second Floor, 400 Boardman Avenue, Traverse City, Michigan, 49684, **no later than 2:00 p.m. on Monday, July 14, 2014.**
2. All bids must be submitted in a sealed envelope and clearly marked **“2014 Preventative Maintenance Crack Sealing Projects.” TELEFAXED AND E-MAIL BIDS ARE NOT ACCEPTABLE.**
3. The bid form(s) must be completed and signed by an authorized representative of the Bidder.
4. The City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the bid which in its opinion is in the best interests of the City.
5. All bids must remain firm for a period of thirty (30) days following the City's receipt of the bid.
6. Payment shall be paid within 30 days of satisfactory completion of project. It is the Vendor's responsibility to submit an invoice to the City of Traverse City.

The City's standard practice is to run checks for the payment of bills received, on the 10th and 25th day of each month. In order to receive payment on the 10th or 25th of the month, the Vendor shall submit an invoice for all work completed up to the fifth or twentieth day of the month to the Department of Public Services, 625 Woodmere Avenue, Traverse City, Michigan, 49686. This normally allows enough time for the City to review and approve the Vendor's invoice and process it for payment. Failure of the Vendor to properly submit invoices by the fifth or twentieth day of the month may be cause for the City to postpone payment of the invoice until the next scheduled run of checks.

The City may withhold any portion of payment as necessary from loss on account of:

- Defective work not remedied, or
- Failure of Vendor to make payments properly to subcontractors for material or labor, or
- Damage to another Vendor, or
- Damage to City Property, or
- “New Requirement” not fulfilled after completion of job (See specification #7).

7. Proof of pre-qualification by the Michigan Department of Transportation is required. Proof of pre-qualification of the successful bidder by the Michigan Department of Transportation shall be submitted as requested by the City prior to award of the bid.

8. The City reserves the right to delete 50% of the work without reducing the unit cost.

9. Standards. All work shall be done in accordance with current Michigan Department of State Highways Specifications and the Michigan Manual of Uniform Traffic Control Devices unless otherwise indicated.

10. Completion. Work is to be completed before September 19, 2014, except as noted otherwise.

11. Experience. Bidders shall be experienced in this type of work and evidence of bidder's qualifications may be requested.

12. Insurance: The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor 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 Vendor is required to name the City as additional insured, and 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 Vendor'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. Commercial General Liability. The Vendor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Vendor's work, including completed operations coverage (if required in the Request for Proposals/Bids).

B. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this Agreement.

13. Traffic Control. Traffic shall be maintained during the Vendor's operations in accordance with the current Michigan Manual of Uniform Traffic Control Devices. No crack sealing will be done between 7:00-9:00 AM and 4:00-6:00 PM on the City's major streets.

14. BONDS.

The successful bidder will be required to furnish surety bonds from a surety company with an A.M. Best rating of 'A' or better, U.S. Treasury Department listed and admitted to do business in the State of Michigan. The surety shall be acceptable to the City of Traverse City. Each bond shall be on the AIA Document A312 forms provided as follows:

A. Performance Bond. The Contractor, as Principal, shall furnish a surety bond in an amount at least equal to one-hundred (100%) percent of the contract amount as security for faithful performance of this contract. The City of Traverse City shall

be Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the City from all costs and damages by reason of the Principals failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond.

The above mentioned AIA Document A312 shall be modified to include the maintenance and guarantee obligations in the amount of not less than one hundred percent (100%) of the Contract price in favor of the City of Traverse City to keep in good order and repair any defects in all of the work extending for a period of one year from the date of payment of the final pay request or acceptance of construction.

The above named Contractor for a period of one year from the date of final payment by the City of all project work identified in the contract shall keep in good order and repair any defect in all the work done under this contract either by the Contractor or his subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship, or arrangements, and any other work affected in making good such imperfections or defects, shall also be made good, all without expense to the City by notice served in writing, either personally or by mail, on the Contractor and on the surety at the address provided on the Performance Bond as required by the Specifications attached hereto and will proceed at once to make such repairs as directed by said the City, and in case of failure so to do within one week from the date of service of such notice, or within a reasonable time not less than one week, as shall be fixed in said notice, then the said City shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. (If any repair is necessary to be made at once to protect life or property, then and in that case, the City may take immediate steps to repair or barricade such defects without notice to the Contractor or the surety.) In so procuring the materials and employing labor and equipment, the City shall not be held to obtain the lower figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Contractor or the surety. If the said Contractor for a period of one year from the date of final acceptance by the City of all project work identified in the contract shall keep work so constructed under said contract in good order and repair, and shall whenever notice is given as herein before specified, at once proceed to make repair as in said notice directed, or shall reimburse said City from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts of servants, agents, or employees, in the prosecution of the work included in the contract, and from any and all claims arising under the Workmen's' Compensation Act of the state of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

- B. Payment Bond. The Contractor, as Principal, shall furnish a surety bond in an amount equal to one-hundred (100%) percent of the contract amount as security for the prompt payment to all subcontractors and persons supplying labor, equipment and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond.

SPECIFICATIONS FOR
OVERBAND CRACK SEALING

A. Description. This work consists of furnishing all labor, equipment and materials necessary for the treatment of cracks in bituminous pavements by the Overband Crack Fill Method. The Overband Crack Fill Method consists of cleaning the crack in bituminous pavements and placing the specified materials into and over the crack to eliminate water.

B. Materials. Overband Crack Fill Method: The overband crack filler shall be composed of a mixture of polymer modified asphalt cement and polyester fibers by weight in the following proportions:

Polyester Fibers	5%+-0.5%
Polymer Modified Asphalt Cement	Remainder

1. Polymer Modified Asphalt Cement: A Type D Certification is required for this material. The Polymer Modified Asphalt Cement shall meet the following requirements:

Test		
R&B Softening Point, °C	80 min	ASTM D-36
Elastic Recovery, 25° C, 10cm pull	85% min	
Ductility, 25° C, 5cm/min, cm	40 min	ASTM D-113
Force Ductility, 25° C, 30-40 cm	8.0 lbs/in ² min	ASTM D-113*

*ASTM D-113 modified with the addition of a load cell to the standard ductility apparatus and using straight-sided molds. The load cell records in pounds per square centimeter. Readings are multiplied by 6.45 to yield pounds per square inch force required to extend the sample.

2. Polyester Fibers. The basis of acceptance of this material is Type D Certification as defined in Section C of the MDOT Material Quality Assurance Manual. The polyester fibers shall meet the following requirement:

Lengths	6.4mm +-0.05
Crimps (ASTM D-3937)	None
Tensile Strength (ASTM D-2256)*	480 Mpa minimum
Denier, (ASTM D-1577)*	3.6 to 6.0
Specific Gravity	1.32 to 1.40
Melting Temperature	245° C minimum
Ignition Temperature	540° C minimum

*This data must be obtained prior to cutting the fibers.

C. Equipment

1. Compressed air system. A compressed air system shall be used for crack preparation. The compressed air equipment shall be able to produce continuous, high-volume, high-pressure, dry air. The air compressor shall be equipped with a moisture separator to remove any oil and water from the air supply. The compressor shall be capable of producing a minimum of 180 psi and a continuous 90 CFM airflow.

2. Melter Applicator. The melter applicator producing batches of not less than 5000 pounds shall be a double boiler kettle equipped with pressure pump, hose and applicator wands. The material hose shall be equipped with material shut-off control. A mechanical full-sweep Bi-directional agitator shall be located in the kettle to assure continuous blending. The unit shall be equipped with accurate thermometers to monitor the material temperature and the heating oil temperatures. The unit's thermostatic controls shall allow the operator to regulate material temperatures up to 400° F.

3. Application Wand. The material may be applied with a wand followed by a "V" or "U" shaped squeegee or by a round application head having a concave underside. The width of applications shall be 3" for standard coverage. With prior written approval of the Street Superintendent, the application width may be increased to a maximum of 6" to provide complete coverage over multiple crack areas. The applied sealant thickness shall be 1/8" ± 1/16".

4. Heat Lance. A heat lance may be used to assure that no residual moisture is present in the crack or on the road surface where the overband is to be applied. At no time shall the contractor attempt to seal pavement that is soaked by drying the pavement with the heat lance.

D. Construction Methods.

1. Weather Limitations. No material shall be placed unless the pavement temperature is 40° F or greater. Material shall not be placed if there is moisture in the crack.

2. Preparation of Surface. Cleaning of cracks will be performed by using compressed air and any other tools necessary to remove all loose dirt, vegetation and foreign materials. The crack must be dry and thoroughly clean when the material is applied. The compressed air blowing shall be conducted no more than 10 minutes ahead of the filling operation.

3. Mixing Procedures. The components shall be added to the asphalt cement thoroughly mixed in the kettle. The temperature of the material shall not exceed 400° F.

4. General. Overband Crack Fill: When no other surface treatment will be applied to the pavement, fill all visible cracks in the surface area of the roadbed unless otherwise specified. Payment for crack sealing will be the centerline length of road section as listed in the attached 2014 Crack Seal Project List times the unit price for said section. Lane number or road width will not be taken into account and should be factored into unit price accordingly.

5. Documentation Provided by the Contractor. The Contractor shall provide the Street Superintendent, on a daily basis, a report with the following information:

Date, air temperature (F), weather in AM and PM, beginning and ending locations for the day, to include lane and direction, material certifications and amounts used (at completion of project), traffic control typical used, number of traffic control moves, and checks unique or different situations on the project, contractor's representative's signature.

6. Pre-Construction Meeting. A Pre-Construction Meeting between the Contractor and the Street Superintendent will be held prior to beginning of any work. The Agenda for the meeting will include a review of:

The Contractor's detailed work schedule, the traffic control plan, submittal of documentation to the project office.

7. Protecting the Work. Traffic shall not be permitted on the overband crack filler until the material has cooled sufficiently to prevent tracking. Any damage by traffic to the treated pavement areas shall be repaired by the Contractor at no expense to the City. If the existing pavement markings are obliterated as a result of the crack treatment work, temporary pavement marking shall be placed before the roadway is opened to traffic, at the Contractor's expense. Any damage to private vehicles caused by crack sealing operation shall be covered by Contractor.

Bidder - Please complete and return

BID SUMMARY

TITLE: 2014 Preventative Maintenance Crack Sealing Projects

DUE DATE: Monday, July 14, 2014 AT 2 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.

Having read and clearly understood the instructions to bidders, specifications for crack sealing, quantity estimated and being thoroughly familiar with the work to be performed, I/we hereby submit the following bid as Exhibit A (attached).

EXHIBIT "A"

CITY OF TRAVERSE CITY 2014 CRACK SEAL PROJECT LIST

ITEM NO.	EST. QTY.	UNIT	STREET NAME	BEGINNING	END	PASER RATING	UNIT PRICE	TOTAL PRICE
1	0.041	c/l miles	6th St	Beaumont Pl	surface change	10		
2	0.222	c/l miles	Bay St	Division St	N Oak St	10		
3	0.534	c/l miles	Cass St	14th St	E 8th St	10		
4	0.077	c/l miles	3rd St	N Spruce St	N Cedar St	9		
5	0.247	c/l miles	6th St	Elmwood Ave	Division St	9		
6	0.094	c/l miles	Airport Access Rd	end of split lanes	Indian Trail	9		
7	0.080	c/l miles	Baldwin St	Clinch St	Rose St	9		
8	0.508	c/l miles	Barlow St	Boon St	Centre St	9		
9	0.349	c/l miles	Barlow St	E 8th St	E Front St	9		
10	0.252	c/l miles	Birchwood Ave	Western	Eastern Ave	9		
11	0.044	c/l miles	Boon St	alley	S Garfield Ave	9		
12	0.127	c/l miles	Cherokee St	Willow St	Ramsdell St	9		
13	0.125	c/l miles	Clinch St	Boon St	Baldwin St	9		
14	0.044	c/l miles	E 14th St	Great Lakes Central Railroad	Great Lakes Central Railroad	9		
15	0.105	c/l miles	E 8th St	Woodmere Ave	Barlow	9		
16	0.270	c/l miles	Garfield Rd	City/Twp Line	±350' South of Boon St	9		
17	0.122	c/l miles	Gillis St	W Front St	Northerly Terminus	9		
18	0.176	c/l miles	Grant St	Carver St	S'ly Terminus	9		
19	0.041	c/l miles	Hillcrest Ct	Jefferson Ave	Southerly Terminus	9		
20	0.084	c/l miles	Lake Ave	10th St	9th St	9		
21	0.080	c/l miles	Locust St	13th St	W 12th St	9		
22	0.080	c/l miles	Locust St	9th St	10th St	9		
23	0.072	c/l miles	Locust St	7th St	6th St	9		
24	0.122	c/l miles	N Oak St	3rd St	Bay St	9		
25	0.169	c/l miles	Newcomb St	W 17th St	W 15th St	9		
26	0.080	c/l miles	Pine St	W Front St	State St	9		
27	0.215	c/l miles	Prospect St	E 8th St	Washington St	9		
28	0.158	c/l miles	Ramsdell St	Bay St	Cherokee St	9		
29	0.164	c/l miles	S Cedar St	Front St	6th St	9		
30	0.037	c/l miles	S Maple St	14th St	Griffin	9		
31	0.123	c/l miles	S Oak St	W 14th St	W 13th St	9		
32	0.427	c/l miles	Silver Dr	Silver Lake Rd & Franke Rd	Brown Dr	9		
33	0.080	c/l miles	Steele St	Oakland	E 8th St	9		
34	0.045	c/l miles	W Front St	Boardman bridge	Pine St	9		
35	0.107	c/l miles	W Griffin St	S Division St	S Maple St	9		
36	0.108	c/l miles	W State St	Pine St	Union St	9		

EXHIBIT "A"

CITY OF TRAVERSE CITY 2014 CRACK SEAL PROJECT LIST

ITEM NO.	EST. QTY.	UNIT	STREET NAME	BEGINNING	END	PASER RATING	UNIT PRICE	TOTAL PRICE
37	0.386	c/l miles	Wenonah St	E 8th St	E Front St	9		
38	0.144	c/l miles	7th St	S Union St	Cass St	8		
39	0.383	c/l miles	Bay St	Wayne St	Monroe St	8		
40	0.500	c/l miles	Boon St	Barlow St	S Garfield Ave	8		
41	0.057	c/l miles	Brook St	6th St	Elder St	8		
42	0.081	c/l miles	Cass St	State	E Front St	8		
43	0.031	c/l miles	Depot View Dr	E 8th St	Southerly Terminus	8		
44	0.137	c/l miles	E 17th St	S Union St	Cass Rd	8		
45	0.117	c/l miles	E 8th St	Wenonah St	Aghosa Trl	8		
46	0.068	c/l miles	E Griffin St	S Cass St	Easterly Terminus	8		
47	0.137	c/l miles	E State St	Cass St	Park Ave	8		
48	0.030	c/l miles	Elder St	Brook St	Circle Ave	8		
49	0.250	c/l miles	Hannah Ave	Rose St	Garfield Rd	8		
50	0.182	c/l miles	Huron Hills Dr	Timberlane Dr	Center Rd &	8		
51	0.046	c/l miles	Incochee Rd	Wayne St	±300' North of Wayne/Incochee intersection	8		
52	0.249	c/l miles	Leeward Trl	Western	Eastern Ave	8		
53	0.250	c/l miles	Pine St	W 17th St	W 14th St	8		
54	0.310	c/l miles	Quail Ridge Dr	Eastern Ave	±100' North of North Quail Ct	8		
55	0.358	c/l miles	Railroad Ave	E 8th St	Franklin St	8		
56	0.377	c/l miles	Rose St	Kinross St	Hannah Ave	8		
57	0.261	c/l miles	S East Bay Blvd S	Aghosa Trl	Sequoia St	8		
58	0.055	c/l miles	S Madison St	W Front St	Circle Ave (N)	8		
59	0.028	c/l miles	S Madison St	Circle Ave (S)	6th St	8		
60	0.163	c/l miles	S Union St	16th	E 14th St	8		
61	0.063	c/l miles	S Union St	7th St	6th St	8		
62	0.086	c/l miles	W 17th St	Pine St	Newcomb St	8		
63	0.250	c/l miles	Webster St	Barlow St	Rose St	8		
64	1.029	c/l miles	Woodmere Ave	Boon St	E 8th St	8		
65	0.034	c/l miles	2nd St	Oak St	Easterly Terminus	7		
66	0.303	c/l miles	5th St	S Division St	Wadsworth St	7		
67	0.075	c/l miles	6th St	Brook St	Madison St	7		
68	0.045	c/l miles	6th St	surface change	Elmwood Ave	7		
69	0.168	c/l miles	Baldwin St	Barlow St	Clinch St	7		
70	0.126	c/l miles	Barlow St	Hannah Ave	Grove St	7		
71	0.057	c/l miles	Bates St	Kinross St	Oakdale Dr	7		
72	0.059	c/l miles	Bay St	Ramsdell St	Monroe St	7		

EXHIBIT "A"

CITY OF TRAVERSE CITY 2014 CRACK SEAL PROJECT LIST

ITEM NO.	EST. QTY.	UNIT	STREET NAME	BEGINNING	END	PASER RATING	UNIT PRICE	TOTAL PRICE
73	0.057	c/l miles	Bay St	Division St	Wayne St	7		
74	0.104	c/l miles	Boon St	Hastings St	Easterly Terminus	7		
75	0.038	c/l miles	Cass St	Fairway Hills	17th St	7		
76	0.163	c/l miles	Cass St	16th St	14th St	7		
77	0.339	c/l miles	Centre St	Bates St	Garfield Rd	7		
78	*1.206	c/l miles	Division St	14th St	Grandview Parkway* MDOT PROJECT	7		
79	0.155	c/l miles	E 12th St	Cass St	Lake Ave	7		
80	0.037	c/l miles	E 13th St	Cass Rd	Easterly Terminus	7		
81	0.805	c/l miles	E 8th St	S Garfield Ave	Munson Ave	7		
82	0.120	c/l miles	E State St	Union St	Cass St	7		
83	0.137	c/l miles	E State St	Park Ave	Boardman Ave	7		
84	0.469	c/l miles	Eastern Ave	Peninsula Dr	Highland Park Dr	7		
85	0.127	c/l miles	Eastern Ave	N East Bay Blvd	Easterly Terminus	7		
86	0.018	c/l miles	Fern St	Railroad Tracks	private drive	7		
87	0.067	c/l miles	Fern St	Lincoln St	E 8th St	7		
88	0.123	c/l miles	Grant St	Hannah Ave	Grove St	7		
89	0.101	c/l miles	Grant St	Tart Trail	E 8th St	7		
90	0.162	c/l miles	Hall St	W Front St	W Grandview Pkwy	7		
91	0.250	c/l miles	Hannah Ave	Barlow St	Rose St	7		
92	0.082	c/l miles	Hannah Ave	Terrace Dr	Woodland	7		
93	0.124	c/l miles	Kinross St	Fern St	S Garfield Ave	7		
94	0.158	c/l miles	Lake Ave	12th	10th St	7		
95	0.085	c/l miles	Lake Ave	9th St	E 8th St	7		
96	0.081	c/l miles	Locust St	W 12th St	W 11th St	7		
97	0.215	c/l miles	Marina Dr	Tart Trail	Easterly Terminus	7		
98	0.080	c/l miles	N Maple St	W Front St	3rd St	7		
99	0.578	c/l miles	Parsons Rd	Airport Access Rd	Hannah Ave	7		
100	0.129	c/l miles	Rose St	Carver St	Kinross St	7		
101	0.617	c/l miles	Rose St	Hannah Ave	E Front St	7		
102	0.156	c/l miles	S Elmwood Ave	W 11th St	Green Dr	7		
103	0.165	c/l miles	S Elmwood Ave	6th St	W Front St	7		
104	0.300	c/l miles	S Garfield Ave	E 8th St	E State St	7		
105	0.081	c/l miles	S Madison St	Circle Ave (N)	Circle Ave (S)	7		
106	0.406	c/l miles	S Union St	12th	7th St	7		
107	0.081	c/l miles	S Union St	E State St	W Front St	7		
108	0.170	c/l miles	Steele St	Hannah Ave	Oakland	7		

EXHIBIT "A"

CITY OF TRAVERSE CITY 2014 CRACK SEAL PROJECT LIST

ITEM NO.	EST. QTY.	UNIT	STREET NAME	BEGINNING	END	PASER RATING	UNIT PRICE	TOTAL PRICE
109	0.317	c/l miles	Titus Ave	S Garfield Ave	Fair St	7		
110	0.102	c/l miles	W 13th St	S Division St	S Maple St	7		
111	0.113	c/l miles	W 13th St	Wadsworth St	Pine St	7		
112	0.108	c/l miles	W 14th St	S Division St	S Maple St	7		
113	0.211	c/l miles	W 14th St	S Oak St	Pine St	7		
114	0.225	c/l miles	W Front St	N Maple St	Hall St	7		
115	0.504	c/l miles	W Front St	Pine St	Boardman Ave	7		
116	0.081	c/l miles	Wellington St	E 8th St	S'ly Terminus	7		
117	0.068	c/l miles	West Civic Center Dr	Pedestrian Bridge	S Garfield Ave	7		
118	0.150	c/l miles	Airport Access Rd	Parsons Rd	end of split lanes	6		
119	0.121	c/l miles	Bates St	Kelley St	Centre St	6		
120	0.117	c/l miles	Cass St	surface change	Fairway Hills	6		
121	0.055	c/l miles	Cass St	E 8th St	Lake Ave	6		
122	0.186	c/l miles	Chippewa St	Huron St	S East Bay Blvd S	6		
123	0.031	c/l miles	E 10th St	Lake Ave (S)	Lake Ave (N)	6		
124	0.370	c/l miles	Eastern Ave	Highland Park Dr	N East Bay Blvd	6		
125	0.041	c/l miles	Fern St	private drive	Boyd St	6		
126	0.257	c/l miles	Grant St	Centre St	Hannah Ave	6		
127	0.122	c/l miles	Hannah Ave	Hastings St	Steele St	6		
128	0.252	c/l miles	Hastings St	Hannah Ave	E 8th St	6		
129	0.052	c/l miles	Michigan Ave	E 8th St	Walnut St	6		
130	0.081	c/l miles	Michigan Ave	Webster St	Washington St	6		
131	0.081	c/l miles	N Maple St	3rd St	2nd St	6		
132	0.252	c/l miles	North Aero Park Ct	Attribute Change	Aero Park Dr	6		
133	0.124	c/l miles	S Garfield Ave	Boyd St	E 8th St	6		
134	0.098	c/l miles	W 16th St	Arnold Ct	Pine St	6		
135	0.066	c/l miles	W Front St	Hall St	Boardman bridge	6		
136	0.088	c/l miles	Cass St	17th St	16th St	5		
137	0.089	c/l miles	E Fifteenth St	Cass Rd	E'ly Terminus	5		
138	0.137	c/l miles	E Griffin St	S Union St	S Cass St	5		
139	0.300	c/l miles	Fairlane Dr	Veterans Dr	Easterly Terminus	5		
140	0.082	c/l miles	Hannah Ave	Woodland	Belmont Dr	5		
141	0.089	c/l miles	Michigan Ave	Walnut St	Webster St	5		
142	0.083	c/l miles	Veterans Dr	W 15th St	W 14th St	5		
143	0.127	c/l miles	W 16th St	Pine St	S Union St	5		

EXHIBIT "A"

CITY OF TRAVERSE CITY 2014 CRACK SEAL PROJECT LIST

TOTAL BID FOR PROJECT, ITEMS 1 – 143, INCLUSIVE:

\$ _____

DOLLARS

(write in amount)

Bidder agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

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

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

1. _____

2. _____

SUBCONTRACTORS: (include name of organization, address, contact person, daytime phone number, and services to be performed).

1. _____

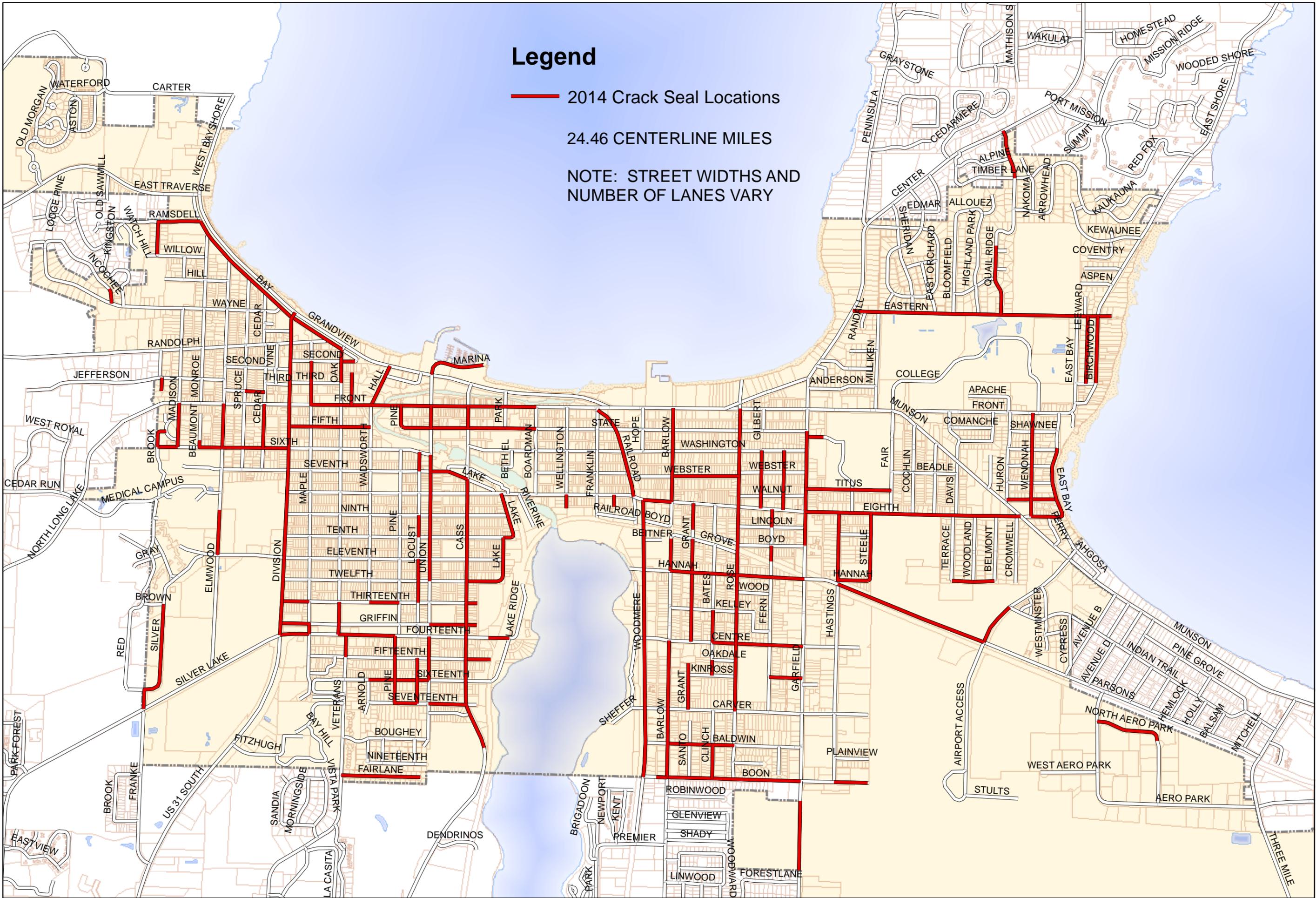
2. _____

Legend

— 2014 Crack Seal Locations

24.46 CENTERLINE MILES

NOTE: STREET WIDTHS AND NUMBER OF LANES VARY



2014 PROPOSED CRACK SEAL TREATMENT LOCATIONS



NOT TO SCALE
6-20-14
JPT

This map is based on digital data from the City of Traverse City. The City cannot accept any responsibility for errors, omissions or positional accuracy. There are no warranties expressed or implied.

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

PLEASE NOTE

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

REPRODUCTION

SAMPLE

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

REPRODUCTION

REPRODUCTION

REPRODUCTION

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

REPRODUCTION

SAMPLE

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

SAMPLE

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions:

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

REPRODUCTION
REPRODUCTION
REPRODUCTION

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CITY OF TRAVERSE CITY
CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "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:

[BRIEF DESCRIPTION OF PROJECT]

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.
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 total sum of \$ _____ in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence within _____ working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the 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.

USED WHEN CITY IS NAMED AS ADDITIONAL INSURED:

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.

USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:

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. 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. Commercial General Liability. The Contractor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Contractor's work, including completed operations coverage (if required in the Request for Proposals/Bids).

B. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Contractor shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The 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 the American Arbitration Association or a similar agreed to organization or arbitrator.

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 _____
Michael Estes, Mayor

By _____
Benjamin C. Marentette, City Clerk

CONTRACTOR

By _____
Signature

Name and Title (print or type)

APPROVED AS TO SUBSTANCE:

Jered Ottenwess, City Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

SCOPE OF SERVICES

[Request for Proposals/Bids and the Contractor's Proposal/Bid inserted here]

DRAFT

SCHEDULE OF PAYMENTS

Payments may be made to the Contractor after satisfactory service and upon receipt of a valid invoice approved by the City.

Final payment shall be made upon completion of all the Contractor's services. Total payment including expenses shall be \$_____.

DRAFT

TIMETABLE FOR ACTIVITIES

The Contractor's services shall commence within ____ working days after execution of this Agreement. The schedule of activities shall follow the City's Request for Proposals/Bids and the Contractor's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than _____.

DRAFT

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

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