



January 11, 2016

Bidder:

The City of Traverse City will receive sealed RFPs in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Monday, February 8, 2016, at 2:00 p.m.** for the following:

**SITE PLAN ENGINEERING DESIGN SERVICES AND MAINTENANCE BUILDING DESIGN
AND CONSTRUCTION MANAGEMENT SERVICES - HICKORY HILLS RECREATION
AREA**
(specifications attached)

If the specifications are obtained from the City's new updated website link at: http://www.traverscitymi.gov/bids_and_rfps.asp, it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the RFP 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@traverscitymi.gov.

The City of Traverse City reserves the right to accept or reject any or all RFPs, waive irregularities, and to accept the RFPs 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 an RFP. 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.

There will be a **mandatory pre-submittal meeting** on **Wednesday, January 20, 2016, at 10:00 a.m. (EDT)** at the Hickory Hills Lodge, 2000 Randolph Street, Traverse City MI. 49684. All interested parties must attend and sign the sign in sheet in order to be qualified to submit a RFP. During the meeting, a presentation will be made to describe the overall scope of services and the intended schedule. Interested firms may ask questions and request clarification about the project and the procurement process.

You must indicate on the outside of the sealed envelope that the RFP is for the **"SITE PLAN ENGINEERING DESIGN SERVICES AND MAINTENANCE BUILDING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES - HICKORY HILLS RECREATION AREA."**

You must submit **TEN (10) SEALED COPIES** of the RFP to the City Manager's Office prior to the above-indicated time and date or the RFP will not be accepted. Telefaxed or E-Mail RFPs will not be accepted. Please note that if you have previously submitted an informal quote, you will still need to submit a sealed RFP 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 Dave Green, DPS Director, 231-922-4910, ext. 116 before the RFP is submitted.

PLEASE SUBMIT BID TO:

Julie Dalton, Purchasing Agent
City Manager's Office, 400 Boardman Avenue
Traverse City, MI 49684

CITY OF TRAVERSE CITY
Site Plan Engineering Design Services and Maintenance Building Design and
Construction Management Services -
Hickory Hills Recreation Area
Request for Proposals

BACKGROUND:

The City of Traverse City, in conjunction with community partners, developed the Hickory Hills Recreation Area Master Plan, a progressive, community based, sustainable approach for expansion and improvement. Located at the western end of Randolph Street in neighboring Garfield Township, Hickory Hills is a beautiful property that has significant opportunities for enhanced recreational and multi-seasonal uses of the 125-acre parkland.

The Master Plan includes the construction of a new, 2-level, 7,200 square foot Lodge with comprehensive guest services together with a new 3,200 square foot Maintenance Building and a new, approximately 210-space Parking Lot with Drop-off Area as indicated on a conceptual site plan provided (Attachment A). The total Master Plan is estimated at \$3.5 million.

The “Hickory Hills Multi-Season Recreation Master Plan” can be used as reference for the proposed work. This document can be found at http://www.traverscitymi.gov/downloads/hh_master_plan_140602_1.pdf.

The City Commission approved a \$1.5 million pledge from the Brown Bridge Recreation Trust Fund and fundraising is underway to raise the required \$1.5 million, as well as an additional \$300,000 for the initial phase of the overall project. The timeframe to raise the matching funds is June 2017.

As part of the on-going operation of Hickory Hills as a winter sports facility, the City recently purchased two new groomers. In order to protect this significant investment in equipment, a maintenance building needs to be built in the 2016 construction season. The location of the maintenance building needs to be determined in the context of the overall site plan and location of the proposed Lodge and infrastructure improvements.

The development of Hickory Hills Recreation Area sixty-five years ago and the operations since have been a partnership between the City of Traverse and community members and organizations. Volunteer contributions of time, expertise and materials have been an important factor in the success of Hickory Hills. Firms submitting proposals are encouraged to provide a voluntary contribution as part of their proposal. Such contributions are tax deductible.



HICKORY HILLS

MULTI-SEASON RECREATION MASTER PLAN

PROJECT DESCRIPTION:

The goal of this project is to complete a site plan for the proposed Lodge, Maintenance Building and infrastructure and subsequently design and facilitate construction of the Maintenance Building.

The first component of the Project includes completing a detailed final site plan showing the two building locations, parking lots and drop offs, storm water drainage facilities, landscaping, lighting and underground utility infrastructure needed for the new Lodge and Maintenance Building. A properly sized potable water well system and sanitary sewer disposal system and location shall be included in the final site plan design.

The second component of the Project includes the design, bid package and construction inspection and administration needed for the 40' x 80' Maintenance Building. A small office and bathroom shall be incorporated into the Maintenance Building along with one entry door at 4' x 6'-8" and two equipment doors at 20' x 14' and 16' x 14', respectively.

The City of Traverse City intends to build the maintenance building in the late summer of 2016. The Lodge construction and major infrastructure improvements are anticipated in 2018.



- Prepare a minimum of 3 preliminary site plan designs showing alternate building locations based on the general approach in Attachment A, site utility requirements and parking layouts to determine optimal site utilization including lodge line of sight visuals and overall site efficiencies.
- Participate in meetings of stakeholders and potential community meetings organized and conducted by the City and project partners;
- Prepare a schematic site plan design with the location and layout of the Lodge and Maintenance Building, with schematic design of infrastructure, including parking, stormwater management, electrical and domestic hot water service (including consideration of renewable energy systems) on-site septic system, water well for approval by the City.

Component 2: Maintenance Building Design and Construction Facilitation Services

- Prepare Schematic Design and cost estimates for Maintenance Building, based on location as determined by the Site Plan for City review and approval;
- Prepare Design Development documents and cost estimates as necessary for City review and approval and facilitate site plan approval by the Charter Township of Garfield and permits as required from the appropriate regulatory entities;
- Prepare Final Design and Cost Estimates, Bid Documents and Specifications for City review and approval;
- Assist in Request for Bid distribution, conduct bid evaluation, and make recommendation to City Staff to forward to City Commission for contract award.
- Provide Construction Contract Administrative services, including but not limited to project coordination, permit facilitation as necessary, inspections, invoice review and payment recommendation, and project closeout, including record drawings.

Specific design consideration should include but not be limited to the following:

- Utility relocations as may be required.
- Consideration of the benefits for LEED Certification for the project.
- Considerations for renewable energy systems, such as solar and wind.
- Minimizing impervious areas as may be required.
- Considerations for barrier free access.
- Consideration for snow melting systems

SUBMISSION OF PROPOSALS:

Interested firms must submit ten (10) copies of sealed proposals which should include at a minimum the following information:

1. Firm names and introduction.
2. Qualifications of staff to be assigned to this project. Describe where personnel will be physically located while they are engaged in the project. Include a statement of work breakdown by lead firm and subconsultants.
3. Examples of experience with similar projects.
4. Narrative in which the firm delineates their understanding of what is being requested by the City in this proposal including the items of work they will accomplish for the City, noting any work items they may feel should normally be accomplished under or related to this request, but in their opinion are beyond the scope of what is being requested and therefore not part of this proposal.
5. The methodology, approach or work plan, including timelines, which would be used to complete the project. The anticipated project schedule is attached as Attachment C. Include a breakdown of anticipated hours by staff classification and rates.
6. Proposal Sheet with “Not to Exceed” project cost and all addendum forms.

Sealed proposals must be submitted to Julie Dalton, Purchasing Agent, 400 Boardman Avenue, Traverse City, Michigan, 49684 no later than 2:00 p.m., February 8, 2016. “SITE PLAN ENGINEERING DESIGN SERVICES AND MAINTENANCE BUILDING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES - HICKORY HILLS RECREATION AREA - HICKORY HILLS RECREATION AREA” shall be clearly marked on the outside of the sealed envelope. Submittals sent by email or telefax will not be accepted. Questions may be addressed to Dave Green, DPS Director at (231) 922-4910, ext. 116.

EVALUATION OF PROPOSALS:

All proposals received shall be subject to evaluation by the City of Traverse City. This evaluation will be conducted in the manner appropriate, as may be deemed by the City, for the selection of a firm for the purpose of entering into a contract to perform this project. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The City does not intend to award a contract for this work solely on the basis of any response made to this request. It is anticipated that several firms who present acceptable proposals and who are shown to be qualified, responsible and capable of performing the work may be requested to interview with the City on or about the week of February 22, 2016, prior to any award of this work. The following facts, along with other items, will be considered:

1. Criteria for Selection

All proposals received shall be subject to an evaluation by the Issuing Office. This evaluation will be conducted in a manner appropriate to select a firm for the purpose of entering into an agreement to perform this project. The following factors will be considered in the selection:

- a. Management (15%)
 - To what extent will the management structure insure the successful completion and quality of the project?
 - How reasonable are the staff hours allocated to each task?
 - How reasonable is the project timeline?
- b. Tasks (30%)
 - How responsive is the proposal to each of the task requirements?
 - Does the proposal identify specific considerations in the tasks?
 - How well are alternative approaches described and how innovative are those approaches?
- c. Prior Experience and Personnel (30%)
 - To what extent does the staff assigned to the project have experience and talent to assure successful project completion?
 - To what extent has the firm been involved in similar projects?
- d. Cost and Price Analysis (25%)
 - How reasonable is the total project cost?
 - To what extent are the costs accurately allocated between the tasks?
 - How is the project cost compared to other proposers?

INSURANCE:

The Firm is required to provide and maintain at all times during this project the following insurance. Certified copies, setting forth the limits and coverage, shall be furnished to the City Engineer before commencing with any work. The policy shall contain endorsements stating that a 10 (ten)-day notice will be given to the City prior to termination or any change in the policy and shall describe the project and provide coverage for the following terms:

- A. Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 (one million) per occurrence and/or aggregate combined single limit with the City listed as an additional insured. Professional liability insurance coverage in the amount of \$2,000,000 (two million) minimum.
- B. Workers Compensation Insurance, including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- C. If any of the insurance is canceled, the Firm shall cease operations, and shall not resume until new insurance is obtained.

SUPPLEMENTAL INFORMATION AND REQUIREMENTS:

The City of Traverse City reserves the right to waive any informality or defect in any proposal, to accept any proposal or parts thereof or to reject any or all proposals, should it deem it to be in the best interest of the City of Traverse City to do so. The City reserves the right to revise the contents of the proposal and to negotiate all aspects of this proposal and any future agreement with the successful firm of the City's choice. The City further accepts no responsibility for expenses which may be incurred in the preparation of such proposals. The selected firm shall be expected to comply with all applicable State and Federal laws in the performance of services. Submittals to the City are considered public information. The City has the right to disclose information contained in the submittals. The City further reserves the right to photocopy, circulate or otherwise distribute any material submitted in response to the Request for Proposal (R.F.P.). Original materials which the consultant may wish returned shall be clearly marked to be returned to them.

The selection of the successful firm shall be made without regard to race, color, sex, age, religion, sexual preferences, handicap, political affiliation, veteran status, or national origin. The City is an Equal Opportunity Employer.

The selected Firm will be required to enter into a consultant agreement for this project. A sample agreement is attached as Attachment B.

Any questions regarding this request for proposal shall be submitted in writing to the City DPS Director at least seven (7) days prior to the deadline for submitting the request for proposal. Written answers to questions, which in the opinion of the City may change or substantially clarify the request for proposal, will be submitted to all prospective firms.

All proposals submitted must include "not to exceed" cost figures for the professional services requested.

PROPOSAL SHEET

**TITLE: SITE PLAN ENGINEERING DESIGN SERVICES AND MAINTENANCE
BUILDING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES -
HICKORY HILLS RECREATION AREA**

DUE DATE: MONDAY, FEBRUARY 8, 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 Order / Service Order / Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse city's requirements and specifications unless otherwise indicated in writing and attached hereto. 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 proposal.

REQUIRED SERVICES

Component 1: Site Plan Services	\$ _____
Subcontract Services	\$ _____
Site Plan Design	\$ _____
SUBTOTAL	\$ _____
Component 2: Maintenance Building Design and Construction Management Services	
Schematic Design Phase Services	\$ _____
Design Development Phase Services	\$ _____

Construction Document Phase Services for Maint. Building	\$ _____
Bidding and Award Phase Services for Maint. Building	\$ _____
Construction Phase Services for Maint. Building	\$ _____
SUBTOTAL	\$ _____
Not to Exceed Total Project Cost	\$ _____

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, contact person, and daytime phone number).

1. _____
Contact Person: _____ Telephone: _____

2. _____
Contact Person: _____ Telephone: _____

3. _____
Contact Person: _____ Telephone: _____

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

1. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

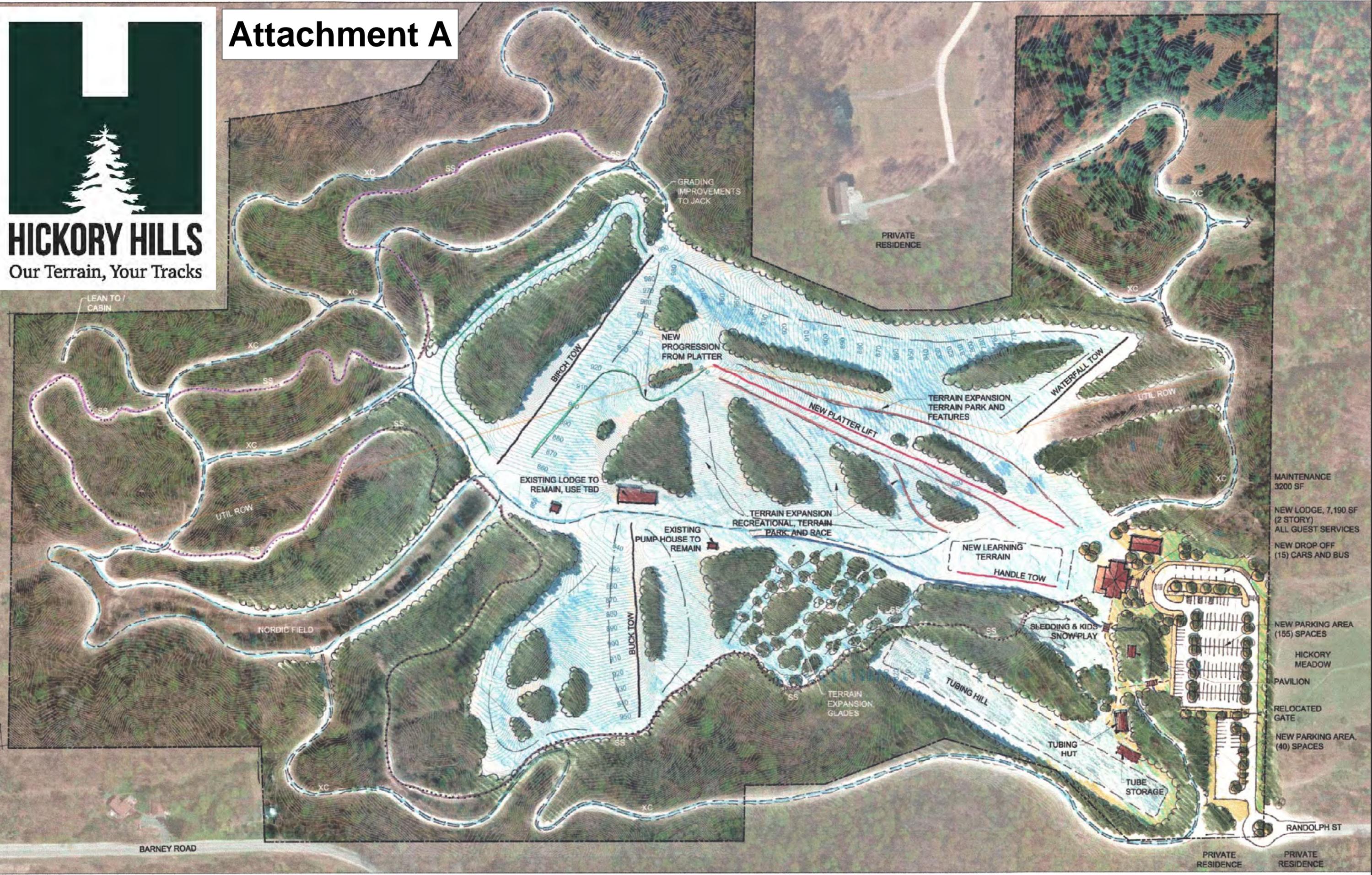
2. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____

3. _____
Contact Person: _____ Telephone: _____
Services to be Performed: _____



HICKORY HILLS
Our Terrain, Your Tracks

Attachment A



- LEAN TO / CABIN
- GRADING IMPROVEMENTS TO JACK
- PRIVATE RESIDENCE
- XC
- SS
- NEW PROGRESSION FROM PLATTER
- NEW PLATTER LIFT
- TERRAIN EXPANSION, TERRAIN PARK AND FEATURES
- WATERFALL TOW
- UTIL ROW
- XC
- EXISTING LODGE TO REMAIN, USE TBD
- TERRAIN EXPANSION RECREATIONAL, TERRAIN PARK AND RACE
- EXISTING PUMP HOUSE TO REMAIN
- NEW LEARNING TERRAIN
- HANDLE TOW
- SS
- SLEDDING & KIDS SNOWPLAY
- MAINTENANCE 3200 SF
- NEW LODGE, 7,190 SF (2 STORY) ALL GUEST SERVICES
- NEW DROP OFF (15) CARS AND BUS
- NEW PARKING AREA (155) SPACES
- HICKORY MEADOW
- PAVILION
- RELOCATED GATE
- NEW PARKING AREA (40) SPACES
- TUBING HILL
- TUBING HUT
- TUBE STORAGE
- RANDOLPH ST
- PRIVATE RESIDENCE
- PRIVATE RESIDENCE

ATTACHMENT B

CITY OF TRAVERSE CITY CONSULTANT 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 (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Consultant");

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

[BRIEF DESCRIPTION OF PROJECT]

and the Consultant wishes to furnish such technical and professional service to the City and has represented that the Consultant 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. Consultant's Proposal/Bid
- D. Schedule of Payments
- E. Timetable for Activities

2. Scope of Services. The Consultant 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 Consultant and the Consultant 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 Consultant to the City is that of an independent contractor and in accordance therewith, the Consultant 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 Consultant to be a joint venture.

6. The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Consultant 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 Consultant to the City, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant 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 Consultant.

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 Consultant 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 Consultant or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement. The Consultant 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 Consultant 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 Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant 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 Consultant 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 Consultant'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. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant 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. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

- A. Commercial General Liability. The Consultant 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 Consultant's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Consultant shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Professional Liability. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Consultant, on a claims made basis with a three (3) year reporting period; or in the alternative, the Consultant must continuously maintain the required Professional Liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Consultant's Professional Liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Consultant must purchase a three-year Extended Reporting Period at the Consultant's expense (if required in the Request for Proposals/Bids).

C. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Consultant 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 Consultant 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 Consultant 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 Consultant with all information currently available to the City upon request of the Consultant. 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 Consultant because of its ability and reputation and none of the Consultant'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 Consultant's duties under this Agreement must be in writing.

16. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project

pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless the City Manager and the Consultant agree to modification in a particular case. The Consultant 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 Consultant. The Consultant 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 Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Consultant 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 Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and contractors 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 Consultant 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 Consultant 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 Consultant shall correct the violations referred to in the notice. If the Consultant 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 Consultant 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 Consultant 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 Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant 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 Consultant 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 Consultant 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 Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, 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 Consultant. Copies of the City-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Consultant are only for convenience of the Consultant.

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 Consultant. 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 Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant 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 Consultant's seal or the identification of the Consultant in the title block.

30. Freedom of Information Act. The Consultant acknowledges that the City may be required from time to time to release records in its possession by law. The Consultant 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 Consultant shall not be held liable for any reuse of the documents prepared by the Consultant 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 Consultant recommend further work concerning the project, the City is under no obligation to engage the Consultant 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

CONSULTANT

By _____
Signature

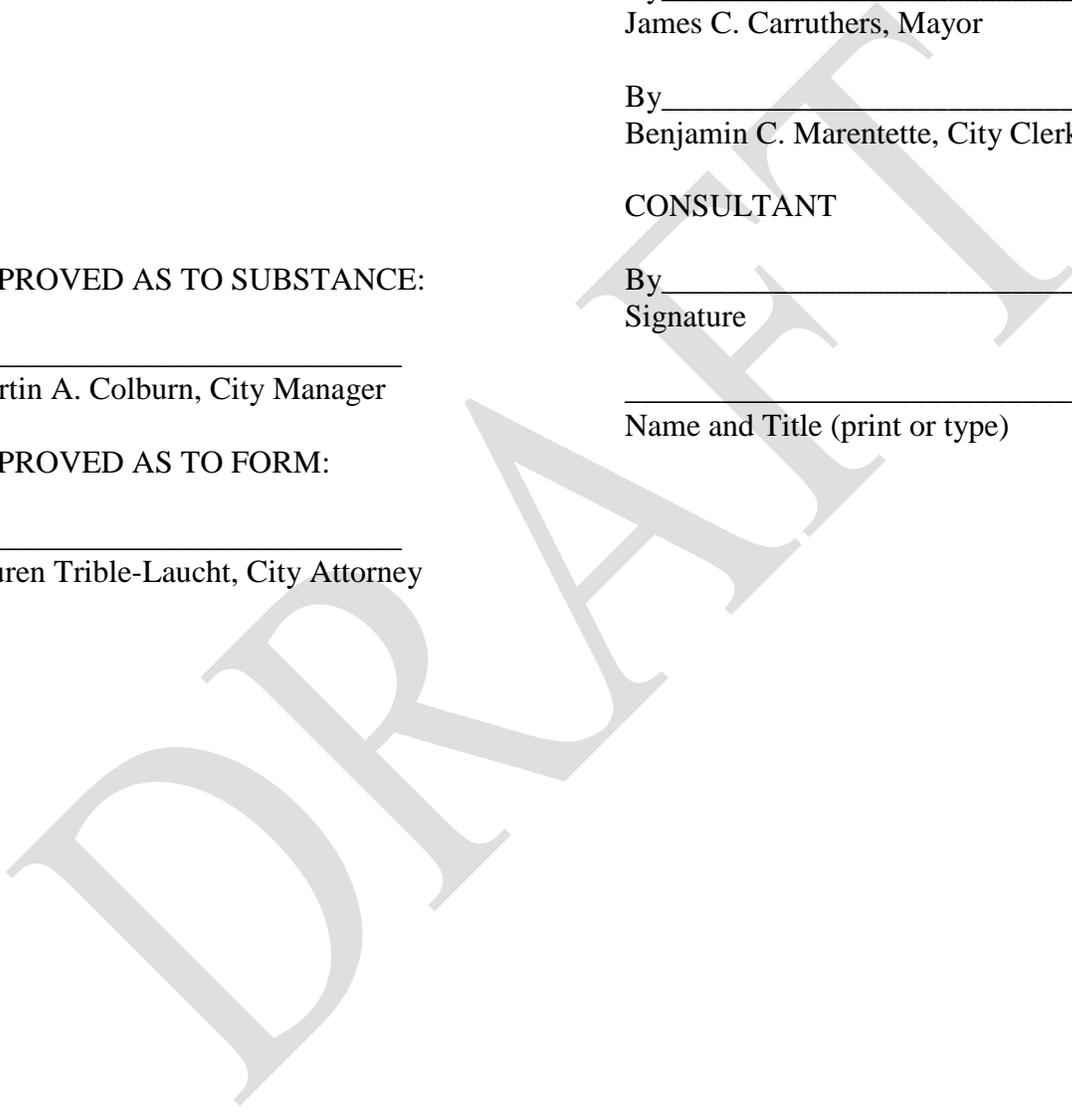
Name and Title (print or type)

APPROVED AS TO SUBSTANCE:

Martin A. Colburn, City Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney



SCOPE OF SERVICES

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

DRAFT

SCHEDULE OF PAYMENTS

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

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

DRAFT

TIMETABLE FOR ACTIVITIES

The Consultant'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 Consultant's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than _____.

DRAFT

ATTACHMENT C

HICKORY HILLS MAINTENANCE BUILDING TIMELINE

RFP PHASE FOR ENTIRE PROJECT DESIGN

- RFP ready for pick up.....1/11/2016
- Pre Submittal meeting.....1/20/2016 @ 10:00 am
- Submittal date.....2/8/2016 @ 2:00 pm
- Decision Date.....2/29/2016
- City Commission Award.....3/7/2016

MAINTENANCE BUILDING CONSTRUCTION

- Bid Package for Contractors...6/15/2016
- Bid Opening.....7/11/2016@ 10:00 am
- Award.....7/18/2016
- Start Construction.....8/1/2016
- Finish Construction.....11/18/2016