



February 20, 2026

Bidder:

The City of Traverse City will receive emailed proposals to tcmanage@traversecitymi.gov until **Friday, April 24, 2026 at 10:00am** for the following:

**Water system backflow device testing for
the City of Traverse City-owned backflow devices
(specifications attached)**

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

The City of Traverse City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the proposals 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 proposal. Such expenses shall be borne exclusively by the Bidder.

E-Mail proposals to tcmanage@traversecitymi.gov before **Friday, April 24, 2026 at 10:00am**. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Proposal" together with the project description, "**Water system backflow device testing for the City of Traverse City-owned backflow devices**".

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed proposal prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met. Interested firms must submit a letter proposal with the anticipated scope of work and not to exceed cost with a breakdown of anticipated hours, hourly rates, materials, equipment, and traffic control.

If you have any questions, please Justin Roy, Water and Sewer Maintenance Division Superintendent, at (231) 922-4923, before the proposal is submitted.

PROPOSAL TO: tcmanage@traversecitymi.gov

SCOPE OF WORK:

The work to be done under this contract consists of testing and certification of **49 each** backflow devices, providing cost estimates for any repair work, and if accepted, repairing devices as directed under the provided pricing as an extension of this proposal. All repairs or installation of new backflow devices shall comply with all applicable Plumbing Codes and be completed by a licensed plumber.

Contractor shall perform all field testing of backflow devices **by June 30, 2026.**

A list of backflow devices and their locations are sorted by diameter and included with the attached Bid Form.

The backflow prevention Assembly Test Report shall be submitted to the City’s Cross Connection Control Program contractor CCRA Professional Services via uploading it to their web portal within 10 days of the completed assembly test. The contractor must either already have an account or create an account to be able to login to submit the assembly tests. There is no fee to register or to submit the assembly tests. The contractor will search using the serial number, address or name to locate the account and the assemblies located at that account. The contractor must confirm that the make, model, serial number and size are correct, then the test date and result are submitted and saved - RP (Check 1, Check 2 and Relief Valve Opening Point), DC (Check 1, Check 2), PVB (Check Valve, Air Inlet Opening) SVB (Check Valve, Air Inlet Opening). Questions regarding CCRA Professional Service’s web portal to upload backflow testing results may be directed to:

Wyatt Mach
IT Service/Training
CCRA Professional Services
(630) 450-7781

All testing shall be performed by an ASSE 5110 certified tester.

Clarification from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding backflow testing credential requirements:

New Information about Backflow Preventer Testing Credential Requirements

This message is being sent to parties throughout Michigan responsible for ensuring the cross connection requirements of the Michigan Safe Drinking Water Act are being followed.

The purpose of this message is to make you aware of a recent regulatory interpretative statement that impacts local cross connection control programs. In summary, the Bureau of Construction Codes (BCC) within the Michigan Department of Licensing and Regulatory Affairs, was asked to review the credential requirements for individuals testing backflow preventer assemblies. BCC concluded that the Michigan Plumbing Code and Skilled Trades and Regulation Act require the

testing of backflow prevention assemblies to be performed by a master plumber, journey plumber, or an apprentice plumber under the direct supervision of a journey or master plumber. The interpretive statement was recently sent out to licensed plumbers and is posted online [here](#).

The important point is in addition to EGLE’s requirement to have a valid ASSE 5110 certification, testers now must also be a master plumber, journey plumber, or an apprentice plumber under the direct supervision of a journey or master plumber to test in Michigan. Therefore, public water supplies should only be accepting test results from testers that carry both credentials. Tester credentials should always be provided and verified on individual test report forms.

Because this change in interpretation will cause testing availability challenges in parts of the state, EGLE will consider local factors into enforcement decisions while public water supplies work through the transition. Please read the frequently asked questions (FAQ) document posted to EGLE’s [cross connection control website](#) under the “Testing of Backflow Preventers” heading.

Questions not addressed in the FAQ document that are related to public water supply implementation can be directed to Mike Bolf, BolfM@Michigan.gov.

All bidders shall comply with these requirements and provide proper documentation with their bid to show compliance with ASSE 5110 certification and master plumber, journey plumber, or an apprentice plumber under the direct supervision of a journey or master plumber to test in Michigan.

Bidder - Please complete and return

BID SUMMARY

TITLE: Water system backflow device testing for the City of Traverse City-owned backflow devices

DUE DATE: Friday, April 24, 2026 at 10:00am

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 and to provide proof of the required insurance. See Sample in **attachment A**

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 bid.

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone Fax

City, State, Zip

EMAIL ADDRESS:

Sole proprietorship/partnership/corporation

If corporation, state of corporation

**BID FORM
FOR
WATER SYSTEM BACKFLOW DEVICE TESTING
(Updated for 2026 Quote Request)
WATER SYSTEM BACKFLOW DEVICE TESTING
(Updated for 2026 Quote Request)**

| LOCATION | ADDRESS | DEVICE TYPE | SIZE | SERIAL # | COST |
|---|-----------------------------|-------------|--------|--------------|-----------|
| 1. SUPPLY TO HOSE REEL | 503 HANNAH | RPZ | 1/2" | H00982 | \$ |
| 2. DPS ANNEX | 631 WOODMERE | PVB | 3/4" | 3781 | \$ |
| 3. DPS PRESSURE WASHER | 625 WOODMERE | RPZ | 3/4" | 26007 | \$ |
| 4. JAY SMITH WALKWAY | 131 E FRONT | RPZ | 3/4" | 233918 | \$ |
| 5. WATER PLANT- FLUORIDE ROOM | 2010 EASTERN AVE | RPZ | 3/4" | B144 | \$ |
| 6. FIRE STATION 1 | 500 WEST FRONT | RPZ | 3/4" | 251850 | \$ |
| SUBTOTAL 1 | | | | | \$ |
| 7. CENTER ISLAND- CASS TO UNION | 100 E GRANDVIEW PKY | PVB | 1" | H165122 | \$ |
| 8. AERO PARK IRRIGATION | 2401 AERO PARK | PVB | 1" | HB79937 | \$ |
| 9. UNION ST DAM | 146 E STATE | RPZ | 1" | 180028 | \$ |
| 10. SOUTH OF CLINCH PARK TUNNEL | W GRANDVIEW PKWY | RPZ | 1" | 81989 | \$ |
| 11. DOG PARK- DIVISION | 701 CYPRESS | PVB | 1" | FIELD VERIFY | \$ |
| 12. WAYNE HILL RESERVOIR PUMP STATION | 1506 WAYNE | RPZ | 1" | 579335 | \$ |
| SUBTOTAL 2 | | | | | \$ |
| 13. WTP- LAWN | 2010 EASTERN | PVB | 1-1/2" | 536704 | \$ |
| 14. BRYANT PARK | 1101 PENINSULA DR | PVB | 1-1/2" | H003415 | \$ |
| 15. EAST BAY PARK | 2056 E FRONT ST | PVB | 1-1/2" | H003454 | \$ |
| 16. BOON ST PARK | 900 BOON | PVB | 1-1/2" | H002255 | \$ |
| 17. CLINCH PARK IRRIGATION | 171 E GRANDVIEW PKWY | PVB | 1-1/2" | AC9052 | \$ |
| 18. CF OPEN SPACE DRINKING FOUNTAIN | 100 W GRANDVIEW PKY | PVB | 1-1/2" | QP405 | \$ |
| 19. CASS ST DRIP IRRIGATION/LEGION PARK | 200 BLK CASS/ WASHINGTON | RPZ | 1-1/2" | BE6017 | \$ |
| 20. N UNION ST DRIP IRRIGATION | 200 BLK S UNION | RPZ | 1-1/2" | B14607 | \$ |
| 21. LAY PARK/ S UNION DRIP IRRIGATION | 300 BLK S UNION | RPZ | 1-1/2" | BK5289 | \$ |
| 22. 8TH ST DRIP IRRIGATION | 315 E 8TH | RPZ | 1-1/2" | H09483 | \$ |
| 23. TRUCK FILL | 507 HANNAH | RPZ | 1-1/2" | 23237 | \$ |
| 24. FIRE STATION 2 | 1313 E 8th | RPZ | 1-1/2" | F8239 | \$ |
| SUBTOTAL 3 | | | | | \$ |

| | | | | | | |
|--------------------------------------|---------------------------------------|---------------------------|-----|----|-------------|-----------|
| 25. | F&M PARK | 700 E STATE | PVB | 2" | A00957 | \$ |
| 26. | PARKING LOT RB | 240 GRANDVIEW PKWY | PVB | 2" | AC0954 | \$ |
| 27. | W OF PUMP STATION | GRANDVIEW PKWY/580 BAY ST | PVB | 2" | AC0953 | \$ |
| 28. | E. OF PUMP STATION | GRANDVIEW PKWY/580 BAY ST | PVB | 2" | AC0953 | |
| 29. | DARROW PARK | 726 MONROE | PVB | 2" | H008720 | \$ |
| 30. | VETERANS PARK | 11TH ST | PVB | 2" | H026499 | \$ |
| 31. | DPS LAWN/ WOODMERE (8TH TO HANNAH) | 625 WOODMERE | RPZ | 2" | H15448 | \$ |
| 32. | DPS BRINE TANK | 625 WOODMERE | RPZ | 2" | H11973 | \$ |
| 33. | WTP | 2010 EASTERN | RPZ | 2" | NOT LEGIBLE | \$ |
| 34. | MINI PARK | 539 E FRONT | RPZ | 2" | 465991 | \$ |
| 35. | OPEN SPACE | 100 W GRANDVIEW PKWY | RPZ | 2" | 101665 | \$ |
| 36. | WOODMERE MEDIANS | IFO 717 WOODMERE | RPZ | 2" | H17042 | \$ |
| 37. | WOODMERE MEDIANS | IFO 1005 WOODMERE | RPZ | 2" | H14991 | \$ |
| 38. | PARKING LOT C | 204 E GRANDVIEW PKWY | RPZ | 2" | H16521 | \$ |
| 39. | CENTER ISLAND- MERCHIE BRIDGE TO CASS | 201 E GRANDVIEW PKWY | RPZ | 2" | H07960 | \$ |
| 40. | CLINCH PARK - SPLASH PAD | 161 E GRANDVIEW PKWY | DCV | 2" | 1240690 | \$ |
| 41. | ZOO AQUATICS BUILDING | 161 E GRANDVIEW PKWY | RPZ | 2" | 28505 | \$ |
| 42. | HULL PARK | 660 HANNAH | RPZ | 2" | 381349 | \$ |
| 43. | N OF SPRUCE ON BAY ST | GRANDVIEW PKWY | RPZ | 2" | J036382 | \$ |
| 44. | FIRE STATION 1 | 500 WEST FRONT | RPZ | 2" | G6850 | \$ |
| 45. | WEST OF BAY ST LIFT STATION | W of 580 BAY ST | PVB | 2" | H000706 | \$ |
| SUBTOTAL 4 | | | | | | \$ |
| 46. | CLINCH MARINA DOCKS & HYDRANTS-EAST | 111 E GRANDVIEW PKWY | RPZ | 4" | N5747 | \$ |
| 47. | CLINCH MARINA DOCKS & HYDRANTS-WEST | 111 E GRANDVIEW PKWY | RPZ | 4" | N5751 | \$ |
| 48. | CEMETERY | 1400 E 8TH | RPZ | 4" | 9907261307 | \$ |
| SUBTOTAL 5 | | | | | | \$ |
| 49. | CEMETERY | 1400 E 8TH | RPZ | 6" | 9901261337 | \$ |
| SUBTOTAL 6 | | | | | | \$ |
| GRAND TOTAL (SUBTOTALS 1 - 6) | | | | | | \$ |

Pricing and Fee Structure

Backflow Preventer Testing

Bidders shall submit pricing based on a single, fixed fee per backflow preventer test. The unit price shall be all-inclusive and shall constitute full compensation for all labor, travel, equipment, administrative costs, reporting, documentation, and any other expenses necessary to perform the testing.

No additional charges, fees, surcharges, minimums, or incidental costs related to testing shall be permitted.

Additional Backflow Preventer Devices

The City reserves the right to add backflow preventer devices not currently listed during the term of the contract. Any such additional devices shall be tested at the same unit price per device as bid and awarded under this contract. No adjustment to pricing shall be permitted for added devices.

Backflow Preventer Repairs and Return Visit Fees

In the event a backflow preventer fails testing and requires repair, the Contractor may charge a return visit repair fee. Bidders shall specify the following costs as part of their bid submission:

- 1. A fixed return visit repair fee, which shall include one (1) hour of labor. \$ _____
- 2. An hourly labor rate applicable to repair work exceeding one (1) hour \$ _____
- 3. The cost of replacement parts, billed at actual cost \$ _____

The return visit repair fee and hourly labor rate submitted with the bid shall remain firm for the duration of the contract. The return visit repair will also include the retest of the device after repairs have been completed.

Repairs estimated over \$1,000 require prior approval from the City.

Prohibited Charges

No other fees shall be allowed, including but not limited to trip charges, mobilization fees, diagnostic fees, minimum charges, overtime premiums, administrative fees, or fuel surcharges.

Any bid that fails to clearly identify the required return visit repair fee and hourly labor rate may be deemed non-responsive.

Submitted by:

Signature

Name and Title (Print)

Phone

Fax

Company Name

Company Address

City,

State,

Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

END OF BID FORM

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: _____

ATTACHMENT A
SAMPLE SERVICE ORDER



CITY OF TRAVERSE CITY
 400 BOARDMAN. - TRAVERSE CITY, MI 49684
 231-922-4440

00000

THE ABOVE NUMBER
 MUST APPEAR ON YOUR
 INVOICES, PACKAGES,
 ALL SHIPPING PAPERS
 AND
 CORRESPONDENCES

STANDARD BLANKET CONFIRMING

Ship To:

Sample
 400 Boardman Ave.
 Traverse City, MI 49686

PURCHASE ORDER

CONTRACT

SERVICE ORDER

IF THIS IS A SERVICE
 ORDER OR CONTRACT,
 REFER TO THE
 PROVISIONS ON THE
 REVERSE SIDE.

TO: CITY OF TRAVERSE CITY

Purchase Order Date 01/01/2026
Required Date 01/01/2026
Ordered By

Requisition: 000000

| Quantity | Description | Unit | Unit Price | Amount |
|----------|-------------|------|------------|--------|
| | | EACH | | |
| | | | Total: | |

SALES TAX EXEMPT - GOVERNMENT

INSTRUCTIONS TO VENDOR: SEND ALL INVOICES TO CITY TREASURER

400 Boardman Ave. Traverse City, MI 49684. Purchase Order No. and Department name must be shown on all documents. A separate invoice must be submitted for each Purchase Order. Cash discount date will begin with receipt of invoice or goods, whichever is later.

Payments will only be issued for services/goods actually rendered upon receipt of a valid invoice approved by the City. If this is a Service Order a certificate of insurance is required prior to services being rendered.

ADDITIONAL TERMS AND CONDITIONS:

THE VENDOR, BY RENDERING SERVICE TO THE CITY OF TRAVERSE CITY (CITY), HEREBY AGREES TO ALL PROVISIONS LISTED BELOW:

1. **Non-Discrimination.** The Vendor agrees 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 race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. A breach of this covenant may be regarded as a material breach of this Purchase Order.
2. **Assignment.** There shall be no assignment or transfer of this Purchase Order or any part thereof unless mutually agreed to in writing by both parties.
3. **Dispute Resolution.** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Purchase Order, 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 shall be decided by final and binding arbitration according to the rules and procedures of Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 et seq or as otherwise agreed to by the parties. The parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13th Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County 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 require the parties to participate in at least one mediation session before issuing an award.
4. **Independent Contractor.** The relationship of the Vendor to the City is that of an Independent Contractor. The Vendor and the personnel employed by the Vendor shall not be deemed to be agents or employees of the City, shall not hold themselves out as employees of the City and shall not be entitled to any fringe benefits the City affords its employees.
5. **Required Insurance.** This provision may be waived at the City's sole discretion. (If City named as additional insured): The Vendor shall provide the City with an endorsement to its insurance policy stating that the City of Traverse City is named as additional insured and that a minimum of 10 days advance written notice will be provided to the City Clerk in the event of cancellation; the Vendor shall also provide the City with an insurance certificate evidencing the required coverage, with the City Clerk listed as certificate holder. (If City not named as additional insured): The Vendor shall provide the City a copy of a certificate of insurance for any required insurance under this Purchase Order prior to performing any services.
6. **Workers Compensation.** The parties agree to maintain at all times while work is being performed under this Purchase Order suitable workers compensation insurance pursuant to Michigan law and will, upon receipt of this Purchase Order, provide a certificate of insurance or copy of state approval for self insurance to the City Manager.
7. **Interpretation.** This Purchase Order shall be governed by the laws of the State of Michigan both as to interpretation and performance. In the event that any term, clause or provision of this Service Order conflicts with any term, clause, or provision contained in any attachments to this Purchase Order, including the Vendor's bid and/or terms, this Purchase Order's terms shall prevail.
8. **Indemnification.** The Vendor shall defend, indemnify and hold the City, its agents, officials and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees arising out of the performance of this Purchase Order which is caused in whole or in part by the Vendor's negligent, careless or intentional act or omission, of that of any agent, employee, or subcontractor of the Vendor. The Vendor 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 it. The Vendor 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.

9. Time. Time is of the essence in rendering the services described in this Purchase Order.

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

11. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor 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. MCL15.231 et seq.

12. Arrears/Defaulter. The Vendor certifies that as of the date of this Purchase Order, Vendor's company or Vendor is not in arrears to the City for debt or contract and is in no way a defaulter as provided in Section I 52, Chapter XVI of the Charter of the City.

13. Standard of Conduct. The Vendor shall render all services under this Purchase Order according to generally accepted professional practices.

14. Termination.

A. For Fault. If the City Manager determines that the Vendor 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 Vendor 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 Vendor shall correct the violations referred to in the notice. If the Vendor 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 Vendor 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 Vendor 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 may terminate this Agreement by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

SAMPLE