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City of Traverse City

Office of the City Manager

GOVERNMENTAL CENTER  
400 Boardman Avenue  
Traverse City, MI 49684  
(231) 922-4440  
(231) 922-4476 fax  
tcmanage@traversecitymi.gov



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June 9, 2026

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 **Tuesday, June 30, 2026, at 10:00 AM** for the following:

**Elevator Service, Examination & Maintenance at the Hardy Parking Structure, Old Town Parking Structure, and Carnegie Building**

If the specifications are obtained from the City's website link at: [City of Traverse City Bids](#), it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids are posted by sending an e-mail requesting same to [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov)

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.

You must indicate on the outside of the sealed envelope that the bid is for the "Elevator Service, Examination & Maintenance at the Hardy Parking Structure, Old Town Parking Structure, and Carnegie Building."

You must submit **two (2) sealed copies** of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Alternatively, emailed bids **will be** accepted. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Bid" together with the project description, "Elevator Service, Examination & Maintenance at the Hardy Parking Structure, Old Town Parking Structure, and Carnegie Building," and submit your emailed bid to [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov) **before Tuesday, June 30, 2026, at 10:00 a.m.**

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 Nicole VanNess, Parking Director, at (231) 922-0241 before the bid is submitted.

PLEASE SUBMIT BID TO: Ariane Sarasin, Purchasing Agent  
400 Boardman Avenue, 2<sup>nd</sup> floor  
Traverse City, MI 49684  
[tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov)

**CITY OF TRAVERSE CITY  
ELEVATOR SERVICE, EXAMINATION & MAINTENANCE RFP  
PARKING SERVICES & CARNEGIE**

**REQUEST FOR BIDS**

1. INTENT

The City of Traverse City is requesting bids from qualified vendors for the service and maintenance of elevators at the Hardy Parking Structure, Old Town Parking Structure and the Carnegie Building.

The City intends to select a qualifying vendor on the basis of qualifications, ability, relevant experience, cost, possession of required licenses and insurance and other pertinent factors. The vendor must have all required licenses and will be required to accept a service order from the City for this work. All requirements of the service order must be met, including insurance and workers compensation insurance pursuant to Michigan state law.

2. SCOPE OF SERVICES

This scope of services shall consist of servicing, examination, maintenance and state-required testing, including load testing. Maintenance shall include labor and parts to replace standard wear components.

Location 1: Larry C. Hardy Parking Structure, 303 East Front Street, Traverse City, Michigan; two 2500 lb. passenger OTIS elevators that currently service four floors.

NOTE: Both elevators at this location have had an OTIS Modernization Upgrade that was completed in July 2025.

Location 2: Old Town Parking Structure, 125 East Eighth Street, Traverse City, Michigan, two 3500 lb. SCHINDLER passenger elevators that currently service four floors.

Location 3: Carnegie Building, 322 Sixth Street, Traverse City, Michigan; one 2000 lb. passenger KONE elevator that currently services two floors.

The service and examination of the elevators for defects shall be conducted by a licensed elevator journey person at least every 90 days as required by state law. Bids shall include services consistent with industry standards for servicing, examination and maintenance of the specified elevators.

Service and Maintenance hours are based on an as needed basis and due to elevators malfunctioning or being inoperable. Hours listed are estimated only and could increase or decrease each year of service. Hours should be billed based on hours work has been performed. Service and Maintenance calls are estimated at 1) Parking Services – 40 hours a year and 2) Carnegie Building - 12 hours per year.

Required Reports shall be provided to the City after all services provided.

Regular service and testing shall be conducted during regular business hours Monday - Friday between the hours of 7:00 a.m. and 9:00 p.m. for the locations under the Traverse City Parking Services; and Monday – Friday between the hours of 8:00 a.m. and 4:00 p.m. for the location under the Carnegie Building.

It is intended for this service agreement to be for a three-year period. A service order for each year of the three-year period will be issued upon satisfactory service, as determined by the City Manager or his designee, after each year of service.

Year 1 – October 2027-September 2028  
Year 2 – October 2028-September 2029  
Year 3 – October 2029-September 2030

### 3. EXAMINATION OF ELEVATORS

Vendors submitting bids may examine the elevators with designated staff prior to the bid opening date to familiarize themselves with the project during normal working hours between 8:00 a.m. and 5:00 p.m. Monday through Friday by contacting:

- 1) Parking Structures, the Parking Director, Nicole VanNess or email [nvanness@traversecitymi.gov](mailto:nvanness@traversecitymi.gov), and
- 2) Carnegie Building, the Facilities Manager, David Wohlfert, [dwohlfert@traversecitymi.gov](mailto:dwohlfert@traversecitymi.gov)

Prior to submission of the bid, vendor shall make and shall be deemed to have made a careful examination of the site and specifications as to the location and nature of the proposed service and maintenance, and general local conditions and all other matters that may affect the cost and time of completion of the project.

Ignorance of conditions that now exist or that may hereafter exist, or of any conditions or difficulties that may be encountered in the execution of the work as a result of failure to make such examination or becoming so informed, will not be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all of the requirements of the Service Order, and will not be accepted as a basis for any claim for extra compensation or extension of time.

### 4. INSURANCE

The Vendor is required to provide and maintain insurance at all times during the agreement. The insurance shall be contracted with a company licensed to do business in the State of Michigan and shall be subject to the approval by the City. Certified copies in duplicate, setting forth the limits and coverage, shall be furnished to the Purchasing Agent before commencing with any work. 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 service order shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. The policy shall describe the project and provide

coverage for the following terms:

A. Contractor's Commercial General Liability Insurance:

The Contractor shall procure prior to, and maintain during the life of the service order, Commercial General Liability Insurance on a "Per Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence including personal injury, bodily injury and property damage, naming the City of Traverse City as additional insured.

B. Workers Compensation Insurance:

The Contractor shall procure and maintain during the life of this service order, Workers Compensation Insurance Coverage in accordance with all applicable statutes of the state of Michigan.

C. Cancellation:

If any of the insurance is canceled, the Contractor and all subcontractors shall cease operations, and shall not resume until new insurance is obtained.

5. PAYMENT

Payment shall be made by check when services are rendered following approval of an invoice. The City issues checks on Thursdays. Approved invoices may take up to two weeks before checks are issued.

6. THIRD PARTY PARTICIPATION

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

7. PROTECTION OF WORK AND PROPERTY

The Vendor shall continuously maintain adequate protection of the Contractor's work from damage and shall protect all public and private property from injury or loss arising in connection with Vendor's work, and shall defend and save the City harmless from all such damages or injuries occurring because of Vendor's work.

8. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first

quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

## 9. SUBMITTAL OF BID

Each vendor shall sign the bid summary sheet giving vendor's name, address and status, that is, whether an individual, partnership or corporation.

Vendors shall be State of Michigan qualified in the type of work which is included in this request for bids. Bids are solicited only from those who will start work promptly after award is made.

The City reserves the right to accept any bid or to reject any or all bids; also to waive defects or informalities in bids should it deem it in the best interest of the City to do so.

Contractors should submit two sealed copies of each of your bids or one electronic copy containing:

- A. Bid Summary Sheet.
- B. A statement of professional qualifications.
- C. A statement of the contractor's previous experience, with references of at least three (3) recent customers.
- D. A statement of what the state requirements are for inspection and maintenance at this time.
- E. A detailed maintenance program, listing in detail parts covered and any exclusions.
- F. A statement of hourly rates of licensed elevator journey persons including the cost per hour for any emergency callback services during regular business hours, after hour emergencies and holidays.
- G. A statement regarding availability for replacement parts and lubricants.
- H. Identification of a contact person to whom inquiries should be directed, with an address and telephone number.
- I. Response time for emergencies.

**Bidder - Please complete and return**

**BID SUMMARY**

**TITLE: Elevator Service, Examination & Maintenance at the Hardy Parking Structure, Old Town Parking Structure, and Carnegie Building**

**DUE DATE: Tuesday, June 30, 2026**

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 the City's standard Purchase Order / Service Order / Contract, the terms of which are not negotiable, and to provide proof of the required insurance. A Sample "Contractor Agreement" is attached below for your reference.

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.

**Please bid on both #1 and #2 options below.**

**PARKING SERVICES – HARDY & OLD TOWN – Bid should indicate if the costs are by location or for both locations.**

1. Limited Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials and minor adjustments are part of the agreement. Replacement parts and labor are not.

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ _____	\$ _____	\$ _____
Hourly rate for emergencies during regular work hours	\$ _____	\$ _____	\$ _____
Hourly rate for emergencies after regular work hours	\$ _____	\$ _____	\$ _____

Hourly rate for holidays & Sundays \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

2. Full Maintenance, Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials, replacement of all components worn due to normal wear (unless specifically excluded), and labor are included, with the overtime premium outside the coverage).

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ _____	\$ _____	\$ _____
Hourly rate for emergencies during regular work hours	\$ _____	\$ _____	\$ _____
Hourly rate for emergencies after regular work hours	\$ _____	\$ _____	\$ _____
Hourly rate for holidays& Sundays	\$ _____	\$ _____	\$ _____

### CARNEGIE BUILDING

1. Limited Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials and minor adjustments are part of the agreement. Replacement parts and labor are not.

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ _____	\$ _____	\$ _____
Hourly rate for emergencies during regular work hours	\$ _____	\$ _____	\$ _____
Hourly rate for emergencies after regular work hours	\$ _____	\$ _____	\$ _____
Hourly rate for holidays & Sundays	\$ _____	\$ _____	\$ _____

2. Full Maintenance, Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials, replacement of all components worn due to normal wear (unless specifically excluded), and labor are included, with the overtime premium outside the coverage).

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ _____	\$ _____	\$ _____
Hourly rate for emergencies during regular work hours	\$ _____	\$ _____	\$ _____
Hourly rate for emergencies after regular work hours	\$ _____	\$ _____	\$ _____
Hourly rate for holidays& Sundays	\$ _____	\$ _____	\$ _____

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

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: \_\_\_\_\_

# SAMPLE CONTRACT

## CITY OF TRAVERSE CITY CONTRACTOR AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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  
[Type text]

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. Upon request by the City Clerk, Contractor 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 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. Upon request by the City Clerk, Contractor 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 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). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Contractor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

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 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 13<sup>th</sup> 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.

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.

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.

36. Iran Economic Sanctions Act. The Contractor certifies that it is not an Iran linked business as defined under the Iran Economic Sanctions Act (MCL 129.311 *et seq*) and will not, during the performance of this Contract, violate the provisions of the Iran Economic Sanctions Act, as amended.

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

APPROVED AS TO SUBSTANCE:

CITY OF TRAVERSE CITY

\_\_\_\_\_  
Elizabeth Vogel, City Manager

By \_\_\_\_\_  
Amy Shamroe, Mayor

APPROVED AS TO FORM:

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

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

CONTRACTOR

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (print or type)

## SCOPE OF SERVICES

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

## 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 \$\_\_\_\_\_.

### 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 \_\_\_\_\_.