City of Traverse City, Michigan

REQUEST FOR PROPOSAL

Professional Engineering Services

Front Street Lift Station Wet Well Expansion and New Parallel Force Main Project

RFP Release Date:	November 12, 2026
RFP Questions Due:	December 10, 2026, at 5:00
RFP Answers Due:	December 17, 2026, 5:00 PM local time
Submittal Due Date:	January 14, 2027, at 5:00 pm
Anticipated Award:	February 1, 2027

1. Invitation and Purpose

City of Traverse City, Michigan (hereinafter the "Owner") invites qualified professional engineering firms licensed to practice in the State of Michigan to submit proposals for complete professional engineering services associated with the Front Street Lift Station Wet Well Expansion and New Parallel Force Main project. The selected Consultant will be responsible for surveying, preliminary engineering, detailed design, construction documents, permitting support, bidding assistance, and construction-phase services as described in this Request for Proposal (RFP).

The purpose of this project is to expand the existing wet well laterally to the property boundary in order to increase storage volume for surge attenuation, and to design and construct a new force main installed parallel to and alongside the existing force main from the lift station to the Traverse City Regional Wastewater Treatment Plant. The existing 16-inch cast-iron force main shall remain in place and shall be preserved for a future rehabilitation project that will convert it into a redundant backup force main. The design shall include appropriate valving at the lift station to permit orderly transition from the existing force main to the new parallel force main. The project also requires a grinding system at the wet-well influent, de-ragging of existing pumps, and a professional evaluation of all pumps for cavitation with recommended remedies if cavitation is confirmed.

The project also requires evaluation of options (and design/construction of the preferred options) to resolve pump ragging and cavitation issues; evaluation and replacement of existing suction piping, discharge piping, and pump isolation and check valves; evaluation of existing wet-well conditions with recommendations for rehabilitation; improved wet-well access for cleaning and maintenance; evaluation of adding a fourth pump to reduce reliance on bypass pumping; replacement of pump controls; evaluation of pump replacement options (including submersible pumps); evaluation of electrical supply capacity and generator capacity; and evaluation of compatibility of existing maintenance access and lifting equipment with proposed equipment.

2. Project Background and Description

The existing Front Street Lift Station is located on Front Street, west of Wellington Street, in Traverse City, Michigan (see Attachment A). The station receives wastewater from the west side of Traverse City and discharges through a 16-inch cast-iron force main that runs east to Wellington Street and continues south along Wellington Street to the Traverse City Regional Wastewater Treatment Plant. The total length of the force main between the lift station and the treatment plant is approximately 2,500 feet.

Both the lift station (including the wet well located beneath the station structure) and the force main were originally constructed in 1931. The wet well is to be expanded laterally to the boundary of the property to provide additional storage volume for surge conditions. A new force main will be designed and constructed parallel to and alongside the existing 16-inch cast-iron force main from the lift station to the treatment plant. The existing force main shall remain in place throughout construction and shall be protected and preserved for a subsequent project that will rehabilitate it for use as a redundant backup force main. The Consultant shall determine the appropriate diameter and material of the new force main based on hydraulic demand, velocity criteria, and current industry best practices. Construction methods may include horizontal directional drilling, open-cut excavation, or a combination of both methods, as determined by the Consultant in consultation with the Owner. Special care shall be taken during construction to avoid damage to the existing force main.

Key project elements include:

- Lateral expansion of the existing wet well to the property boundary.
- Evaluate existing wet-well conditions and provide recommendations for rehabilitation. Design shall consider improving wet-well access for cleaning and maintenance.
- Design and construction of a new force main installed parallel to and alongside the existing force main from the lift station to the treatment plant. The existing force main shall remain in place and be preserved for future rehabilitation as a redundant backup. Please include this rehabilitation design as a separate cost in the proposal.
- Evaluate options to resolve pump ragging issues. Design and construct the preferred option. Design shall consider and minimize impacts related to rag removal logistics, removal frequency, site access, and localized community effects such as noise, odor, and public mobilization interruptions.
- Evaluate options to resolve pump cavitation issues. Design and construct the preferred option.
- Evaluate the existing suction piping, discharge piping, and pump isolation and check valves within the lift station. Design and construct new piping and valve replacements as needed.
- Evaluate whether adding a fourth pump could eliminate or reduce the need for existing bypass pumping to limit overflow risk, considering mobilization and staging time.
- Replace pump controls for the existing pumps.
- Evaluate pump replacement options based on wet-well expansion alternatives, including submersible pumps. If the existing lower level is used to expand wet-well size, submersible pumps would be required.

- Evaluate existing electrical supply components and their capacity.
- Evaluate generator capacity if additional pumps or replacement pumps increase electrical demand.
- Evaluate compatibility of current maintenance access and lifting equipment (crane/chain fall and doors) to service proposed replacement equipment.

3. Scope of Professional Services

The Consultant shall provide comprehensive professional engineering services as outlined below. The final scope will be refined during negotiation of the professional services agreement.

3.1 Surveying, Reports and Base Mapping

- Perform preliminary topographic survey of the lift-station site and the entire force-main corridor including right-of-way mapping.
- Conduct boundary survey of the lift-station property and prepare legal description updates as needed.
- Locate and map existing utilities within the project limits using available records and field methods (including subsurface utility engineering as appropriate).
- Provide construction staking for the wet-well expansion and force-main installation, including final as-built survey.
- Geotechnical Study and Report for Front Street Lift Station wet well expansion.
- Environmental analysis to determine potential contamination and construction due care plan for mitigation.

3.2 Preliminary Engineering and Alternatives Evaluation

- Compile and evaluate available flow data; develop current and projected average-day, maximum-day, and peak-hour flows.
- Perform hydraulic analysis of the existing system and proposed improvements.
- Develop conceptual layouts for lateral expansion of the wet well to the property boundary, including structural and constructability considerations.
- Evaluate existing wet-well conditions and provide recommendations for rehabilitation. Design concepts shall improve wet-well access for cleaning and maintenance.
- Evaluate alignment alternatives for a new force main to be installed parallel to and alongside the existing force main, including diameter, material selection (e.g., ductile iron, PVC, HDPE, or other suitable materials), and construction methods (directional drilling, open-cut, or hybrid). The evaluation shall address protection of the existing force main during construction so that it remains available for future rehabilitation as a redundant backup.
- Evaluate options to resolve pump ragging issues. The evaluation shall consider rag removal logistics, removal frequency, site access, and localized community effects (noise, odor, and public disruption). Recommend a preferred solution.
- Assess existing pumps for cavitation risk using available operating data and evaluate options to resolve cavitation issues. Recommend remedial measures or preferred solutions.

- Evaluate the existing suction piping, discharge piping, and pump isolation and check valves. Identify deficiencies and recommend replacement as needed.
- Evaluate whether adding a fourth pump could eliminate or reduce reliance on bypass pumping to limit overflow risk, considering mobilization and staging time.
- Evaluate pump replacement options based on wet-well expansion alternatives, including the potential need for submersible pumps if the existing lower level is used for wet-well expansion.
- Evaluate existing electrical supply components and capacity and evaluate generator capacity under increased electrical demand from additional or replacement pumps.
- Evaluate compatibility of current maintenance access and lifting equipment (crane/chain fall and doors) with proposed replacement equipment.
- Recommend grinding system type, capacity, and location at the wet-well influent (as one potential component of the preferred ragging solution).
- Prepare a Preliminary Engineering Report summarizing findings, recommended alternatives, opinion of probable construction cost, and project schedule.

3.3 Detailed Design

- Prepare complete construction documents, including detailed construction drawings, technical specifications, and front-end bidding documents, suitable for public competitive bidding under Michigan law. Include construction phasing and sequencing requirements to facilitate project implementation. Design shall meet City standards and specifications for a unit price construction contract.
- Provide structural design of the wet-well expansion, including connection details to the existing structure and any recommended wet-well rehabilitation improvements. Design shall incorporate improved access for cleaning and maintenance.
- Prepare mechanical, electrical, and instrumentation/control design associated with the preferred ragging and cavitation solutions, isolation/switching valves, suction and discharge piping and valve replacements, pump control replacements, any new or replacement pumps (including submersible options if required), electrical upgrades, and generator capacity improvements. Include an assessment of atmospheric conditions within the wet well, including evaluation of potential hazardous or corrosive atmospheres, and determine whether permanent or temporary atmospheric monitoring and mitigation measures should be incorporated into the project design and construction requirements.
- Design the new parallel force main, including alignment (alongside the existing force main), profile, appurtenances (air/vacuum valves, cleanouts, isolation valves), and connection details at both the lift station and the treatment plant. The design shall incorporate measures to protect and preserve the existing 16-inch cast-iron force main in place for future rehabilitation as a redundant backup.
- Prepare traffic control plans, pedestrian detour plans if needed, soil erosion and sedimentation control plans, and surface restoration plans.
- Provide construction cost estimates at each phase of design.
- Specifications and pay items will follow the 2020 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and be supplemented with Special Provisions to accommodate work that is not covered by the standard specifications. Special provisions that

are unique to the project will be authored by the selected consultant for review and approval by the City Engineer during the design review process.

- Plans will utilize pay items and pay units in accordance with the MDOT Standard Specifications for Construction and special provisions, consultant special provisions, and City special provisions as applicable. Design shall meet City standards and specifications for a unit price construction contract.

- Submit design packages for Owner review at approximately 30%, 60%, and 90% completion stages, incorporating Owner comments prior to final documents.

3.4 Permitting and Agency Coordination

- Identify all required federal, state, and local permits and approvals.
- Prepare permit applications and supporting documentation, including those required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- Coordinate with the Traverse City Regional Wastewater Treatment Plant operations staff, City of Traverse City departments, and other utility stakeholders as necessary.

3.5 Bidding and Award Assistance

- Prepare complete bid documents and assist the Owner with advertisement.
- Consultant will hold a mandatory or optional pre bid conference for bidders as determined by the City.
- Respond to bidder questions and prepare addenda as required, including plan or specification revisions if needed.
- Attend the bid opening, prepare a bid tabulation, and assist the Owner with evaluation and recommendation of award.

3.6 Construction-Phase Services (Include as Separate Fee in Proposal)

- Please provide a preliminary fee estimate for Construction Administration services. The fee may be adjusted upon completion of the design, if necessary, to reflect the final scope of work.
- Provide construction administration services, including review of contractor submittals, requests for information, and change-order proposals.
- The consultant will hold the mandatory pre construction meeting with the selected contractor in person at City offices.
- Construction surveying and inspection
- Perform daily construction observation and testing.
- Construction testing and reporting
- Preparation of daily inspection reports (IDR's) including pay items with quantities for agreed upon work performed for payment
- IDR's must include field notes and sketches
- IDR's must include number of workers and equipment present and work performed
- IDR's must include notes on the weather at the construction site
- Record important verbal conversations and direction given to the contractor with names
- Take and provide daily construction photos

- Hold progress meetings onsite
- Review and approve contractor pay applications
- Respond to contractor RFI's
- Assist the City with contract change orders
- Manage and report contractor compliance with the plans and specifications
- Manage and report contractor permit compliance
- Respond to permitting agencies as needed
- Meet with permitting agencies as needed
- Attend permit agency site inspection
- Conduct substantial and final completion inspections.
- The consultant shall prepare record As-Built record drawings showing the final configuration of the project as it was constructed.
- The consultant will provide the As-Built drawings in accordance with City Standards electronically in both AutoCAD and pdf format. As-Builts shall be submitted no more than 90 days after project closeout for approval prior to consultant final pay estimate.
- Consultant will provide permit close out services as required.
- The consultant will prepare and manage contractor punch lists.

3.7 Meetings

- The consultant shall coordinate and attend meetings necessary for the successful completion of the project. Consultant shall prepare meeting agendas and provide meeting minutes for all meetings. Anticipated meetings include but may not be limited to:
    - Design kickoff meeting
    - Coordination meetings with City Staff
    - Coordination meetings with utility providers
    - Plan review meetings after each phase of design completion
    - Two (2) City Commission meetings (Mondays at 7pm)
    - Most meetings may be virtual except for City Commission meetings.

4. Deliverables

The Consultant shall furnish the following deliverables (electronic PDF and native CAD/GIS formats as specified by the Owner):

1. Topographic and boundary survey drawings and electronic data files.
2. Preliminary Engineering Report including recommended alternative, hydraulic calculations, cost opinion, and schedule.
3. Design submittals at 30%, 60%, 90%, and final stages (drawings and specifications).
4. Complete construction documents suitable for public bidding.
5. Permit applications and supporting technical documentation.
6. Opinion of probable construction cost at each major design stage.
7. Record (as-built) drawings and final project documentation upon completion of construction.

5. Project Schedule

The following schedule is preliminary and will be finalized during negotiation of the professional services agreement. Please state in the proposal if this schedule is achievable or propose an alternate schedule .

Milestone	Target Date
Fully Executed Agreement (Design)	March 2027
Surveying Complete and Preliminary Engineering Report	April 2027
30% Design Submittal	June 2027
60% Design Submittal	September 2027
90% Design Submittal	November 2027
Final Construction Documents	January 2028
Advertise for Bids	Jan/Feb 2028
Construction Complete (Target)	2028

6. Proposal Content and Submission Requirements

Proposals shall be concise, well-organized, and limited to the information requested. The following content is required:

6.1 Cover Letter

A brief cover letter identifying the firm, the primary contact person (name, title, telephone, and email), and a statement of the firm's understanding of the project and commitment to the proposed schedule and fee. Please acknowledge receipt of any addendums posted relative to this RFP.

6.2 Firm Qualifications and Experience

1. Description of the firm's history, size, and relevant capabilities.
2. A minimum of three (5) comparable municipal wastewater projects completed within the last five (5) years, including project name, owner, location, brief description, year completed, construction cost, and client reference contact information.
3. Demonstration of experience with lift-station wet-well expansions, force-main design and construction (including trenchless methods), and aging infrastructure rehabilitation.

6.3 Project Team

- Organizational chart identifying key personnel and their roles. Describe where personnel will be physically located while they are engaged in work for The City.
- Résumés of the Project Manager and Lead Design Engineer (both must be licensed Professional Engineers in the State of Michigan), and other key personnel.
- Include a statement of work breakdown by lead firm and subconsultants (if any), and availability of staff.

6.4 Project Approach and Work Plan

A clear description of the proposed technical approach, including how the Consultant will address wet-well expansion constructability and rehabilitation, sizing and material selection for the new parallel force main, construction-method evaluation while protecting the existing force main, evaluation and preferred solutions for pump ragging and cavitation, suction/discharge piping and valve replacements, improved wet-well access, potential addition of a fourth pump, pump control replacement, pump replacement options (including submersible), electrical and generator capacity evaluation, and compatibility of maintenance access/lifting equipment, grinding system selection (if part of the preferred ragging solution), and coordination with the treatment plant. Identify any unique challenges anticipated (including preservation of the existing force main for future rehabilitation) and proposed solutions.

6.5 Preliminary Schedule

A proposed project schedule showing major milestones from notice to proceed through final design and anticipated construction completion.

6.6 Fee Proposal

A fee proposal presented as a time and materials not-to-exceed amount with a detailed breakdown by major task (survey, preliminary engineering, detailed design, permitting, bidding, construction-phase services). Hourly rates for key personnel shall be provided, along with direct cost reimbursable rates such as mileage and printing. Indicate whether travel expenses will be reimbursable by The City. If applicable, provide a not-to-exceed amount.

6.7 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 Clerk before commencing with any work. The policy shall contain endorsements stating that a 10 (ten)-day notice will be given to the City Clerk for the City of Traverse 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. The Firm shall provide an endorsement to their comprehensive general liability policy naming the City of Traverse City as additional insured. Professional liability insurance coverage in the amount of $1,000,000 (one million) minimum.

B. Motor Vehicle Liability Insurance, including applicable no-fault coverage, combined single limit bodily injury and property damage shall be maintained during the life of the contract. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

C. Workers Compensation Insurance, including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

D. If any of the insurance is canceled, the Firm shall cease operations and shall not resume until new insurance is obtained.

6.8 Submission Instructions

Hard copy proposals will not be accepted. Please indicate in the subject line of your e-mail the project description**, "Proposal for Front Street Lift Station Wet Well Expansion and New Parallel Force Main Project"**.

Please submit one pdf file of your proposal. Proposals are limited to 20 – 8.5"x11" pages (minimum 11-point font) including appendices. 11"x17" sheets count as two pages. Addendum acknowledgement sheets do not count towards the page limit.

Proposals shall be submitted electronically in PDF format to the following address no later than the due date and time stated on the cover of this RFP:

tcmanage@traversecitymi.gov

Late proposals will not be accepted. Any questions regarding this RFP shall be submitted in writing to tcmanage@traversecitymi.gov no later than the Questions Deadline stated on the cover. Responses to questions will be issued by addendum to all known plan holders.

7. Evaluation Criteria

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 these services. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The Owner reserves the right to conduct interviews with short-listed firms.

A scoring matrix with the available points for scoring is shown below:

Evaluation Criterion	Weight
Technical approach and understanding of project requirements	25
Qualifications and experience of the firm and proposed team	30
Relevant project experience (lift stations, parallel force mains, wet-well work), references and past performance	25
Fee competitiveness and overall value	20
Total Possible Points	100

8. 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 (RFP).

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 **Attachment (**C**).**

9. Available Information and Reference Materials

The following materials are available for review by proposers [via the link listed under "Attachments"]. Proposers are encouraged to review these materials thoroughly prior to submitting a proposal:

9.1 Historical and As-Built Records

1. Original 1931 construction plans and specifications for the Front Street Lift Station and force main (to the extent available).
2. Any subsequent rehabilitation, modification, or repair drawings and records.
3. Record drawings (as-builts) of the existing wet well, dry well/pump room, and force main.

9.2 Condition Assessment and Operational Data

4. Recent wet-well and structure inspection reports (including photographs and concrete condition assessments).
5. Pump performance data, operating logs, and maintenance records for recent years.
6. Documented surge events, capacity constraints, or overflow incidents.

9.3 Hydraulic and Capacity Information

7. Available average-day, peak-hour, and peak-instantaneous flow data for the west-side collection system.
8. Existing pump curves, motor data sheets, and any prior system-head curve analyses.
9. Any previous capacity analyses or hydraulic modeling studies related to the Front Street Lift Station and force main.

9.4 Standards and Regulatory References

10. Owner design standards and standard specifications for wastewater infrastructure.

10. Reservation of Rights

The Owner reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received, to negotiate with any qualified firm, and to award a contract in the best interest of the Owner. This RFP does not commit the Owner to award a contract or to pay any costs incurred in the preparation of a proposal.

END OF REQUEST FOR PROPOSAL

ATTACHMENTS:

A. Location Map

B. Available Reference Documents Link

C. Sample Agreement

PROPOSAL SHEET

TITLE: Front Street Lift Station Wet Well Expansion and New Parallel Force Main Project

Having carefully examined the attached RFP, addenda, and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this proposal.

The undersigned understands and agrees that they must be licensed to do business as Professional Engineers in the State of Michigan.

The undersigned submits this proposal and agrees to meet or exceed all requirements and specifications listed on the RFP, unless otherwise indicated in writing and attached hereto.

The undersigned certifies, as of the date of this proposal, not to be in arrears to the City of Traverse City for debt or contract or is in any way a defaulter as provided for in Section 152, Chapter XVI of the Charter of the City of Traverse City.

The undersigned understands and agrees, if selected to be awarded this work, to enter into the City's standard Consultant agreement with the City to supply this work.

The undersigned understands that the City reserves the right to accept any or all proposals in whole or in part and to waive irregularities in any proposal in the interest of the City. The Proposal will be evaluated and awarded on the basis of best value to the City. Criteria used, but not limited to, will include price, qualifications and overall capability to meet the needs of the City.

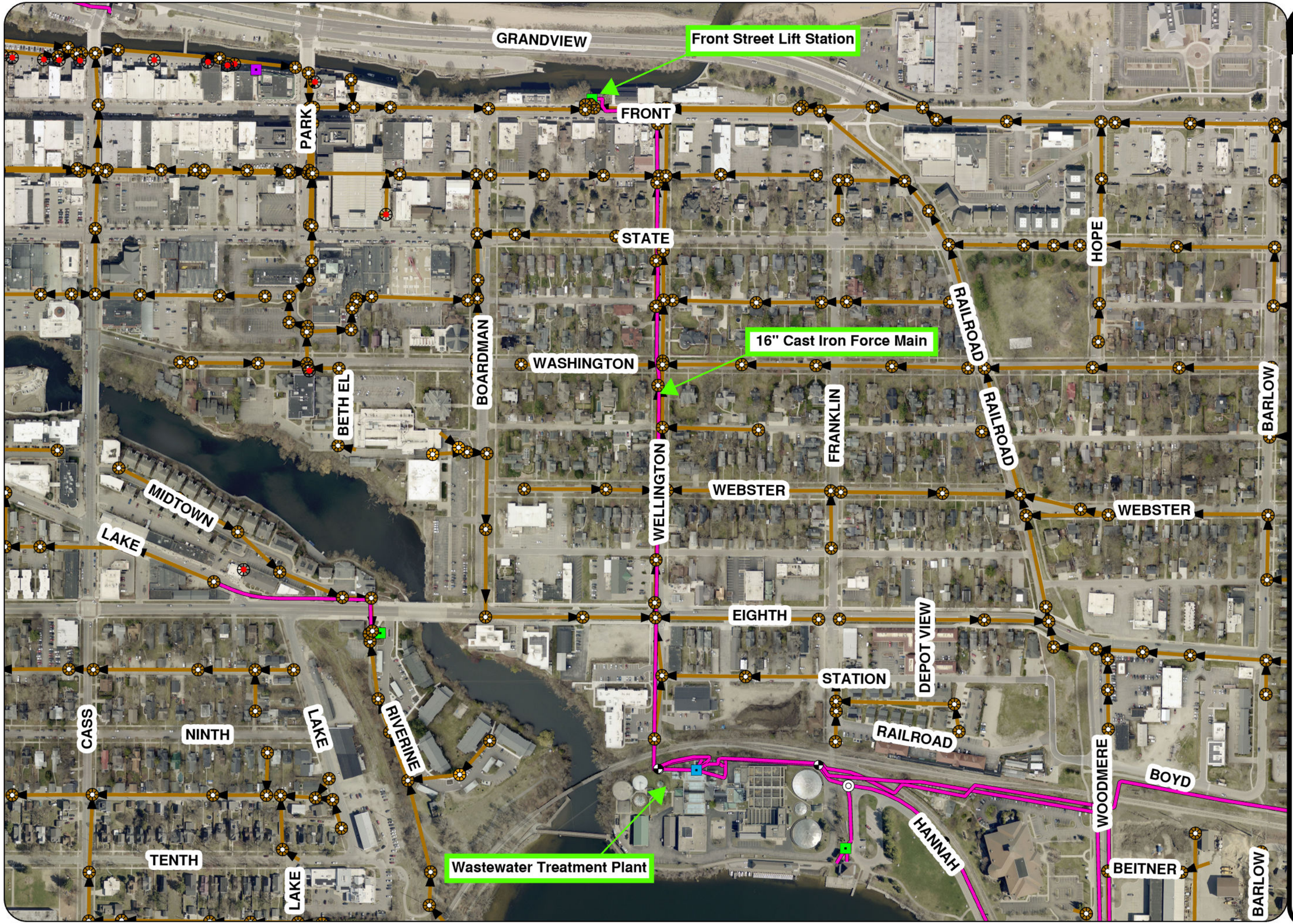
The undersigned understands, agrees and acknowledges all addenda issued for this RFP as posted on the City's Website.

The undersigned agrees that the proposal may not be withdrawn for a period of 60 days from the actual date of the opening of proposals.

Submitted by:

_____	_____
(Signature)	(Name & Title - print)
_____	_____
(Company Name)	(Company Address)
_____	_____
(Telephone Number)	(City, State, Zip Code)

ATTACHMENT A
LOCATION MAP



City of Traverse City
CITY GIS

Legend

Front St. Lift Station Wet Well Expansion and Force Main Project

1 IN = 300 FT

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

ATTACHMENT B
REFERENCE DOCUMENTS LINK
https://drive.google.com/drive/folders/1rkpnHFrzKDluamSQuzQBFeG8LmXeTqBT?usp=drive_link

ATTACHMENT C
SAMPLE AGREEMENT

CITY OF TRAVERSE CITY
CONSULTANT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2027, 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

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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, not withstanding, continue in full legal force and

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effect. This provision shall survive the termination of this Agreement.

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.

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

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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.

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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

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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.

29. Contract Materials and Electronic Files. All documents, media, data, drawings, specifications, reports, CAD drawings, electronic files, and other tangible or intangible information prepared by Contractor pursuant to this Contract (collectively, "Contract Materials") are instruments of service in respect of the Project.

Contractor shall provide copies of any Contract Materials upon request of the City and, upon completion of the work, termination of this Contract, or the City's request, shall deliver to the City all final Contract Materials, including all native and editable electronic files, such as CAD drawings, GIS data, BIM models (if applicable), word processing documents, spreadsheets, searchable PDF files, and other electronic files produced in connection with the Project, in software formats reasonably compatible with those customarily used by the City.

Ownership of the Contract Materials shall remain with the Contractor until payment in full for the applicable services. However, upon creation of the Contract Materials, the Contractor grants the City a perpetual, irrevocable, royalty-free license to possess, use, reproduce, modify, and furnish the Contract Materials to others as reasonably necessary for the planning, bidding, construction, completion, operation, maintenance, repair, renovation, or expansion of the Project. Upon final payment, ownership of the Contract Materials shall automatically vest in the City.

Printed copies signed or sealed by the Contractor shall constitute the official Contract Documents. Electronic files are provided for the City's convenience and use in connection with

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the Project and may not bear the Contractor's professional seal. The Contractor shall not be responsible for modifications to or reuse of the Contract Materials on projects other than the Project without the Contractor's written involvement.

This Section shall survive the expiration or termination of this Contract.

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. Confidentiality. Contractor acknowledges that it may receive confidential, privileged, or otherwise protected information belonging to the City. Contractor shall maintain the confidentiality of such information and shall not disclose it except as expressly authorized in writing by the City or as required by law.

32. Cybersecurity. Vendor shall implement and maintain administrative, technical, and physical safeguards that meet or exceed generally accepted industry standards to protect all City information. Vendor shall notify the City within twenty-four (24) hours after discovering any actual or suspected unauthorized access, disclosure, or security incident affecting City information. Vendor shall cooperate fully with the City's investigation and remediation efforts and shall bear all reasonable costs arising from any breach caused by Vendor's negligent or wrongful acts.

33. 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.

34. 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.

35. 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.

36. 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.

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37. 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.

38. Iran Economic Sanctions Act. The Consultant 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.

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

APPROVED AS TO SUBSTANCE:

_____
Benjamin C. Marentette, City Manager

APPROVED AS TO FORM:

_____
Dan Kelly, City Attorney

CITY OF TRAVERSE CITY

By_____
Amy Shamroe, Mayor

By_____
Sarah Lutz, City Clerk

CONSULTANT

By_____

Signature

_____
Name and Title (print or type)

SAMPLE

SCOPE OF SERVICES

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

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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 $_____.

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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 _____.

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