

Office of the City Engineer

July 30, 2024

Bidder:

The City of Traverse City will receive sealed proposals in the Office of the City Engineering Department, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Thursday August 22, 2024, at 10:00 a.m.** for the following:

**11TH STREET CULVERT REPLACEMENT PROJECT
GEOTECHNICAL SERVICES AND GEOTECHNICAL ENGINEER
(specifications attached)**

If the specifications are obtained from the City's website link at:

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

The City of Traverse City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the proposals either on an entire or individual basis that is in the best interest of the City.

The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Bidder.

You must indicate on the outside of the sealed envelope or in the email subject that the proposal is for the **"11TH STREET CULVERT REPLACEMENT PROJECT GEOTECHNICAL SERVICES AND GEOTECHNICAL ENGINEER."**

You must submit **A SEALED COPY** of the proposal to the City Engineering's Department prior to the above-indicated time and date or the proposal will not be accepted. Alternatively, E-Mailed proposals **will be** accepted. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Proposal" together with the project description, **"11TH STREET CULVERT REPLACEMENT PROJECT GEOTECHNICAL SERVICES AND GEOTECHNICAL ENGINEER"** and submit your e-mailed proposal to tcmanage@traversecitymi.gov **before Thursday, August 22, 2024 at 10:00 a.m.**

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

If you have any questions, please email tcmanage@traversecitymi.gov, before the proposal is submitted. PLEASE SUBMIT PROPOSAL TO: City Engineering Department 400 Boardman Avenue, 2nd floor, Traverse City, MI 49684 or tcmanage@traversecitymi.gov.

SCOPE OF WORK:

The City of Traverse City hereby solicits proposals from qualified engineering firms to complete soil borings with geotechnical report and recommendations relating to construction of a culvert structure for the 11th Street Culvert Replacement Project. The intent of the City is to have this work completed as soon as possible. Please provide your anticipated completion date in your proposal. The selected firm shall complete all work in accordance with Attachment “A” attached hereto, and provide a copy of all final report, field notes and electronic files certified by a Licensed Professional Engineer. All electronic files shall be submitted in a compatible format to the City.

Bidder - Please complete and return

BID SUMMARY

**TITLE: 11TH STREET CULVERT REPLACEMENT PROJECT
GEOTECHNICAL SERVICES AND GEOTECHNICAL ENGINEER**

DUE DATE: Thursday, August 22, 2024 at 10:00 a.m.

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a Purchase Order / Service Order and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the City of Traverse City's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

(a) conviction of a criminal offense incident to the application for or performance of a contract;

(b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;

(c) conviction under state or federal antitrust statutes;

(d) attempting to influence a public employee to breach ethical conduct standards; or

(e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which

reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Submitted by:

Signature

Name and Title (Print)

Phone

Fax

EMAIL ADDRESS:

Company Name

Company Address

City,

State,

Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

<u>Location</u>	<u>Cost</u>
11th Street (From S. Elmwood Ave to Division St.) Soil Borings, Pavement Cores and exploration	
Geotechnical Engineer	
Report Execution and Delivery	

Subtotal \$ _____

Not to Exceed Project Cost \$ _____

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. _____

Contact Person: _____ Telephone: _____

2. _____

Contact Person: _____ Telephone: _____

3. _____

Contact Person: _____ Telephone: _____

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

1. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

2. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

3. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

ATTACHMENT A

Attachment "A"
11th STREET CULVERT REPLACEMENT PROJECT
GEOTECHNICAL SERVICES AND
GEOTECHNICAL ENGINEER

Scope of Services

The Consultant shall complete all soil borings and pavement coring in accordance with the following:

Work for geotechnical engineering locations shall be completed in general accordance with the MDOT "Geotechnical Manual" dated November 2019 or latest edition.

Proposed locations of soil borings and pavement core locations are shown on the attached plan and table.

The Consultant is responsible for locating utilities by calling MISS DIG (800-482-7171). The Consultant is also responsible for locating other utilities not on the MISS DIG system.

The consultant must perform field operations in accordance with MIOSHA regulations and accepted safety practices. The consultant must provide temporary traffic control per the MMUTCD. Work shall be performed in accordance with standard professional care.

Provide schedule in advance of work.

Soil Borings: Field stake proposed locations. Advance soil borings, perform in-situ testing and collect soil samples for foundation design and scour analysis. One boring for each side of the structure is required. Borings shall be a minimum depth of 50 feet, or the depth required for a pile capacity of 40 tons. Describe soils using the USCS visual-manual method.

Perform laboratory analysis. Include the required analysis for scour protection.

Note moisture condition of soil as the boring is advanced as well as possible perched or groundwater seepage. Observe soil samples for mottling and note possible seasonal high groundwater elevations.

Backfill bore using extracted soils and supplement as needed with clean sand. Record all findings on a boring log.

Pavement Coring: Field stake offset locations or paint locations in street. The consultant is responsible for determining the final location of pavement cores using the attached plan and table as a guide. The final locations should be representative of the majority of the street and not placed in an obvious utility patch. Note that the alternating between drive lanes and centerline as shown on the maps shall be followed. Provide final location of core locations using the nearest street address and lane.

Core pavement using a portable core rig with a min. 6-inch barrel diameter. Direct push probes (Geoprobos) shall **NOT** be used. Record and describe pavement types, thicknesses, including sand bed layers between pavement structures including brick and record all thicknesses up to a maximum depth of **5 feet** from the surface. Take photos of each pavement type with a tape measure for scale within the core sample and submit it with the report.

Core or use hand auger to determine aggregate base thickness and describe based on visual inspection (example: apparent standard road gravel or apparent gravel with many fines). Take picture of base material. A power drill may be used to loosen the base to assist with advancing a hand auger.

Use hand auger to continue advancing the core location to determine subbase materials to a minimum depth of **5 feet** below the pavement elevation. Describe subbase materials using the USCS visual-manual method.

Upon completion of the advancing the core the consultant shall backfill the core hole with the excavated base material with compaction. Place materials and boring removals back to existing condition. Compaction of excavating layers using water method for sand, and tamping method for 3 feet to the surface for maximum compaction. The City generally understands that this work can not be tested to a percentage, but standard practices shall be used. The butt end of a shovel or equal with some water may be used for compaction. Consultant shall provide supplemental gravel as needed. Undamaged or solid cores may be used by the consultant as plugs for patching core holes. The top of the plug shall be $\frac{1}{4}$ " below the adjacent pavement. If the cores can't be used the consultant shall provide HMA cold patch or prepackaged hydraulic fast set patching material or a combination of each. Material and methods subject to approval by the City Engineer. Record all findings on a coring log.

Report: Prepare the Geotechnical Report submittal package. The submittal package shall include a cover letter stating conformance to MDOT's control document "Geotechnical Manual" Dated November 2019 and be sealed by a licensed Professional Engineer.

The geotechnical investigation should include gathering data for a pile supported abutment or structure if the soils encountered are not suitable for the spread footing. A general assumption of maximum structure size is attached for reference. The roadway will be constructed to HS-20 rating. Further recommendations including but not limited to, minimum depth, a structure type, pile design, pile cap design, culvert bearing surface design, geosynthetics, stone, sand layers, rip rap, or backfill. **Culvert sizing will be determined by others.**

Constructability: Consultant shall be retained for assurance of constructability, load verification, and final structure load review and approval. Final approval will be determined as; once the final structure bearing surface, and structure assembly are selected. Approval will be given in the form of Michigan Registered P.E. signature and stamp.



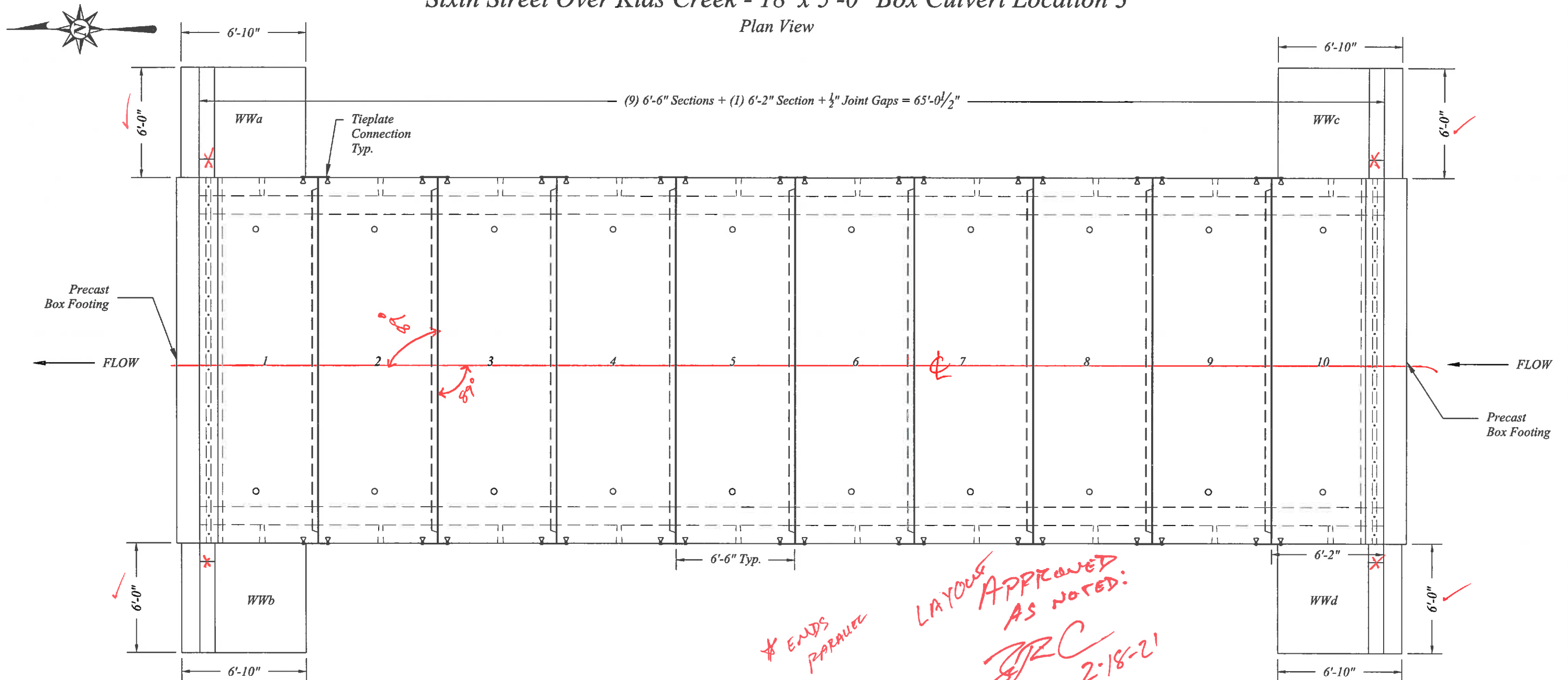
● = Proposed Soil Boring Location

11th Street Culvert Replacement Project Soil Boring Sheet



1 inch = 80 feet
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.

Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3 Plan View



Box culvert sections to be manufactured to Delta Engineering's specifications w/ HS-20 loading and 0.0' to 3.0' of cover. The design will meet all other applicable ASTM C-1433 Specifications.

Joints to be sealed w/ 1 1/2" EZ-Stik & EZ-Primer. Exterior top and sides of joints for box culvert to be sealed with mastic & mirafi filter fabric.


Boxes are designed with lift holes cast in for use with coffee pots and cables. Equipment as well as cables required for unloading and installation to be provided by contractor.

Each section will weigh approximately 7,800 Lbs / L.F.
Heaviest lift will be 26.85 Tons.

Construction traffic over the box culvert sections shall be limited to a maximum single axle wheel load of 16,000 lbs or two (tandem) wheel loads of 13,000 lbs. spaced 4 feet apart with a minimum cover of 3 feet shall be in place. This minimum cover shall be in place prior to deployment of heavy earth moving equipment larger than a D-4 dozer weighing in excess of 12 tons and having a track pressure of 8.0 psi or greater crossing the structure.

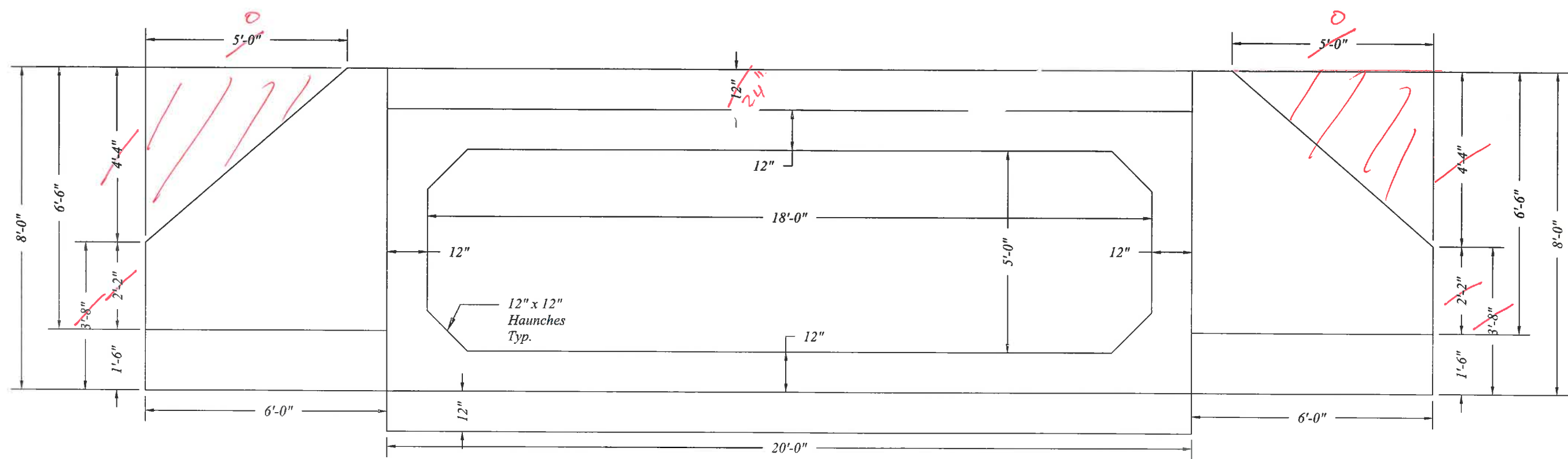
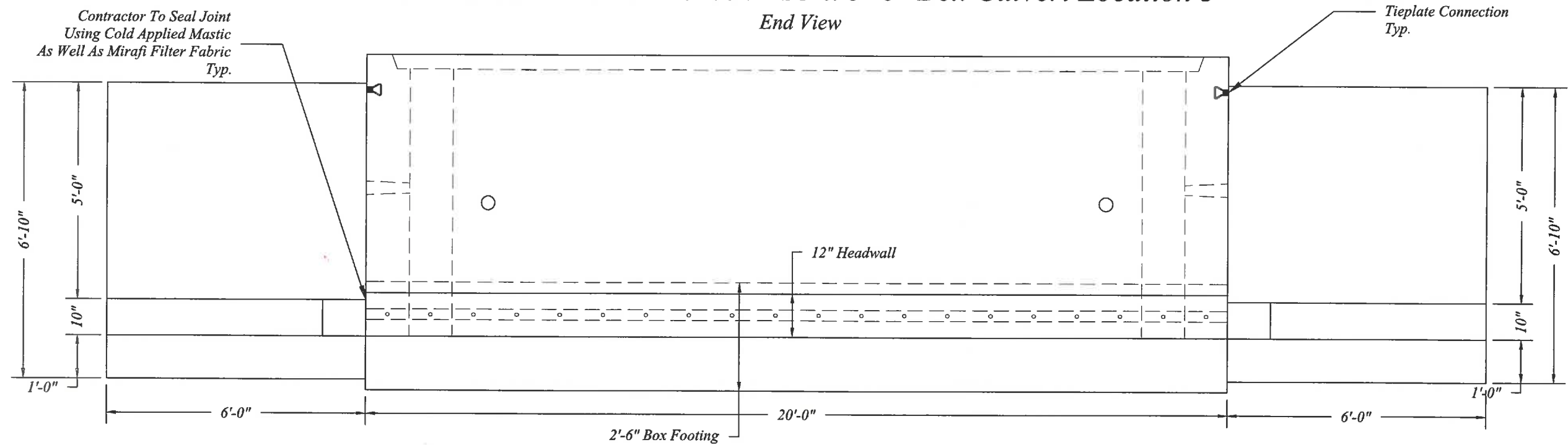
At no time shall the earth moving equipment exceeding the designated box culvert design loading operate over the box culvert structure.


NOTE - It is the Contractor's responsibility to review our shop drawings for ALL types of lifting points that may be furnished for the precast segments and to provide all required lifting cables as well as lifting devices that are required to match the various types of lifting points that will be used. NCPI will NOT furnish any of these required devices when the sections are delivered to the job site. Our dispatchers will attempt to confirm with your site personnel that they have all of the required lifting equipment before we will confirm delivery to the job site, to avoid any demurrage for truck delays caused by the required handling equipment not being on site at the time of delivery. If you do not have the required lifting devices, please call our office at 800-222-9918 for contacts where these devices may be purchased from.

 www.ncp-inc.com/	401 Kelton Street, Bay City, MI 48706		Proposed - 18' x 5'-0" Precast Concrete Box Culvert		
	5281 Lansing Road Charlotte, MI 48813	2701 Chicago Dr. SW Wyoming, MI 49519	Team Elmers Traverse City, MI		Sixth Street Over Kids Creek Location 3 Traverse City, MI
	4950 White Lake Rd. Clarkston, MI 48346	3756 Centennial Rd. Sylvania, OH 43560	Date 18 th Feb., 2021	Revised	Rev. No.

Drawn By
MRZ
Scale
3/16" = 1'
Sheet 1 of 10

Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3 End View



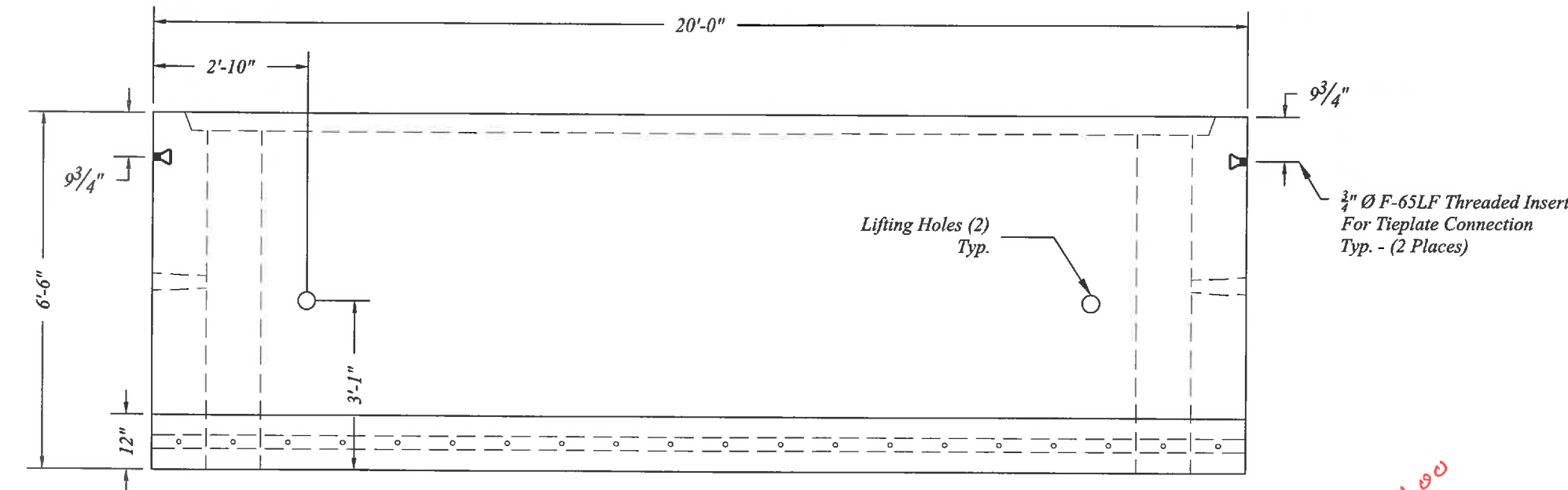
 www.ncp-inc.com/	401 Kelton Street, Bay City, MI 48706		Proposed - 18' x 5'-0" Precast Concrete Box Culvert	
	5281 Lansing Road Charlotte, MI 48813	2701 Chicago Dr. SW Wyoming, MI 49519	Team Elmers Traverse City, MI	
	4950 White Lake Rd. Clarkston, MI 48346	3756 Centennial Rd. Sylvania, OH 43560	Date 18 th Feb., 2021	Revised Rev. No. Drawn By MRZ Scale 3/8" = 1' Sheet 2 of 10

Sixth Street Over Kids Creek
Location 3
Traverse City, MI

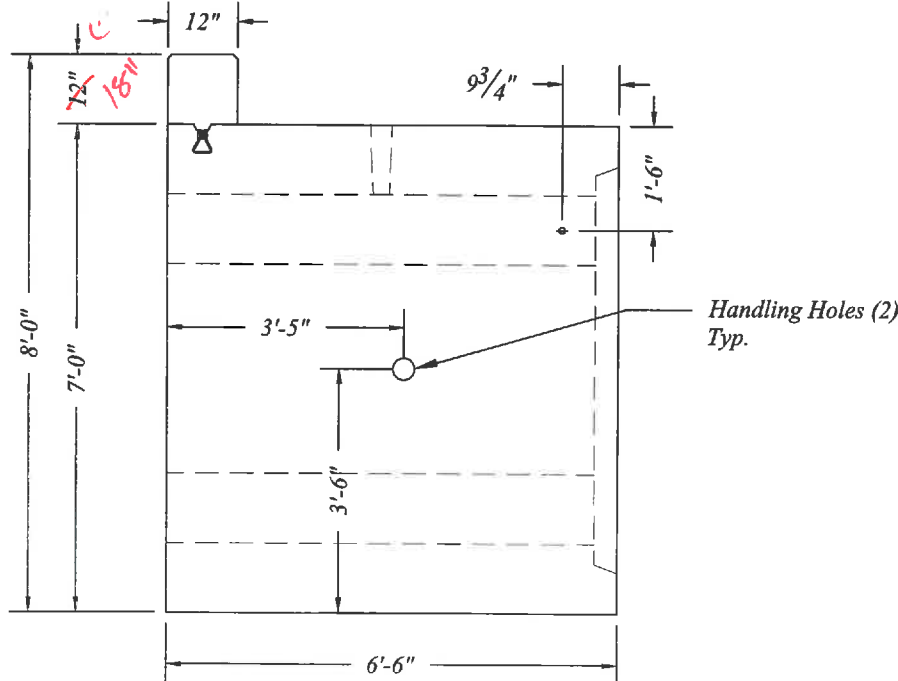
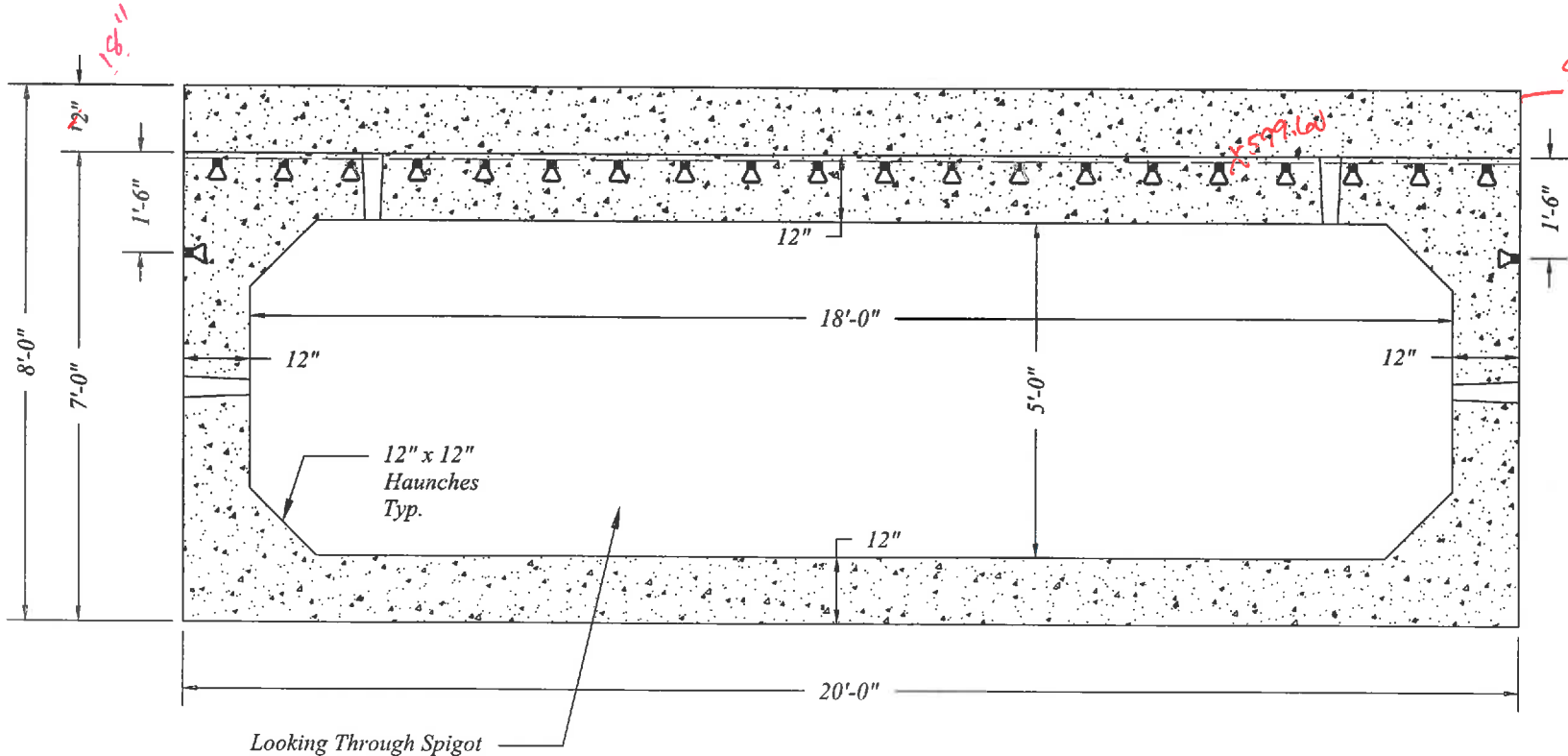
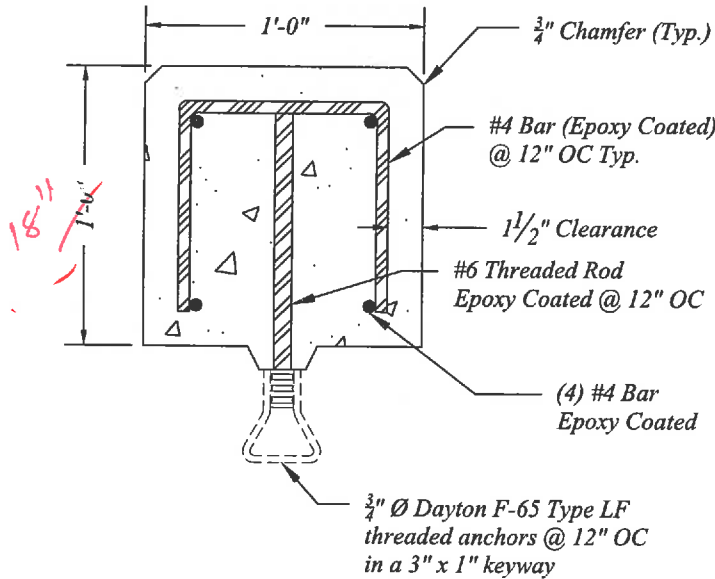
Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3

Section 1 - Qty: 1

NORTH



Notes: Headwall Will Weigh Approximately 3,000 Lbs.



Notes:

1. Section Will Weigh Approximately 53,700 Lbs.
2. Contractor to seal lift holes w/concrete plugs & apply approved mastic over the plugged holes as directed by the engineer before backfilling.
3. Contractor to seal handling holes by applying approved mastic around the holes and then applying 2 layers of mirafi filter fabric as directed by the engineer before backfilling.



www.ncp-inc.com/

401 Kelton Street, Bay City, MI 48706

5281 Lansing Road
Charlotte, MI 48813
2701 Chicago Dr. SW
Wyoming, MI 49519
4950 White Lake Rd.
Clarkston, MI 48346
3756 Centennial Rd.
Sylvania, OH 43560

Proposed - 18' x 5'-0" Precast Concrete Box Culvert

Team Elmers
Traverse City, MI

Sixth Street Over Kids Creek
Location 3
Traverse City, MI

Date
18th Feb., 2021

Revised

Rev. No.

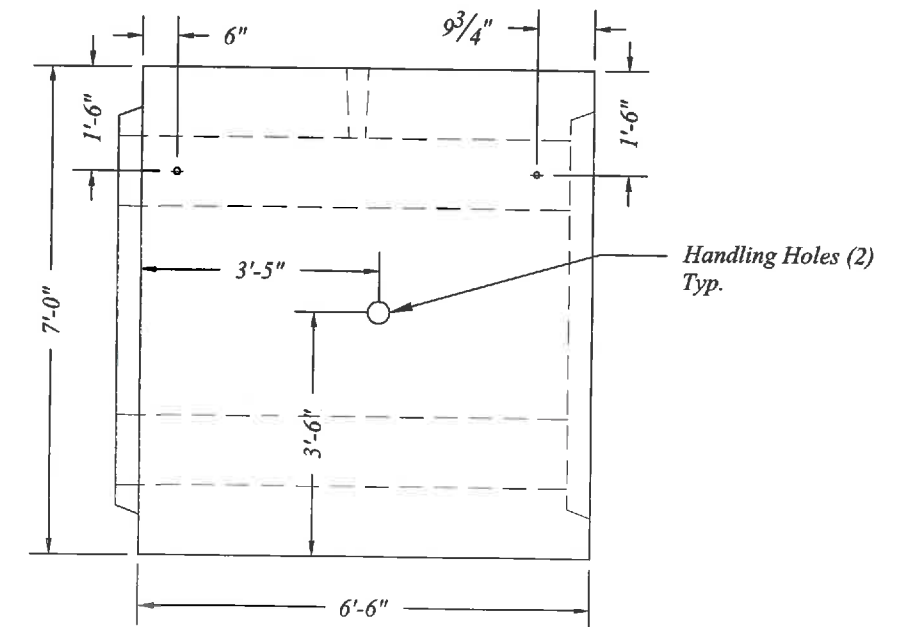
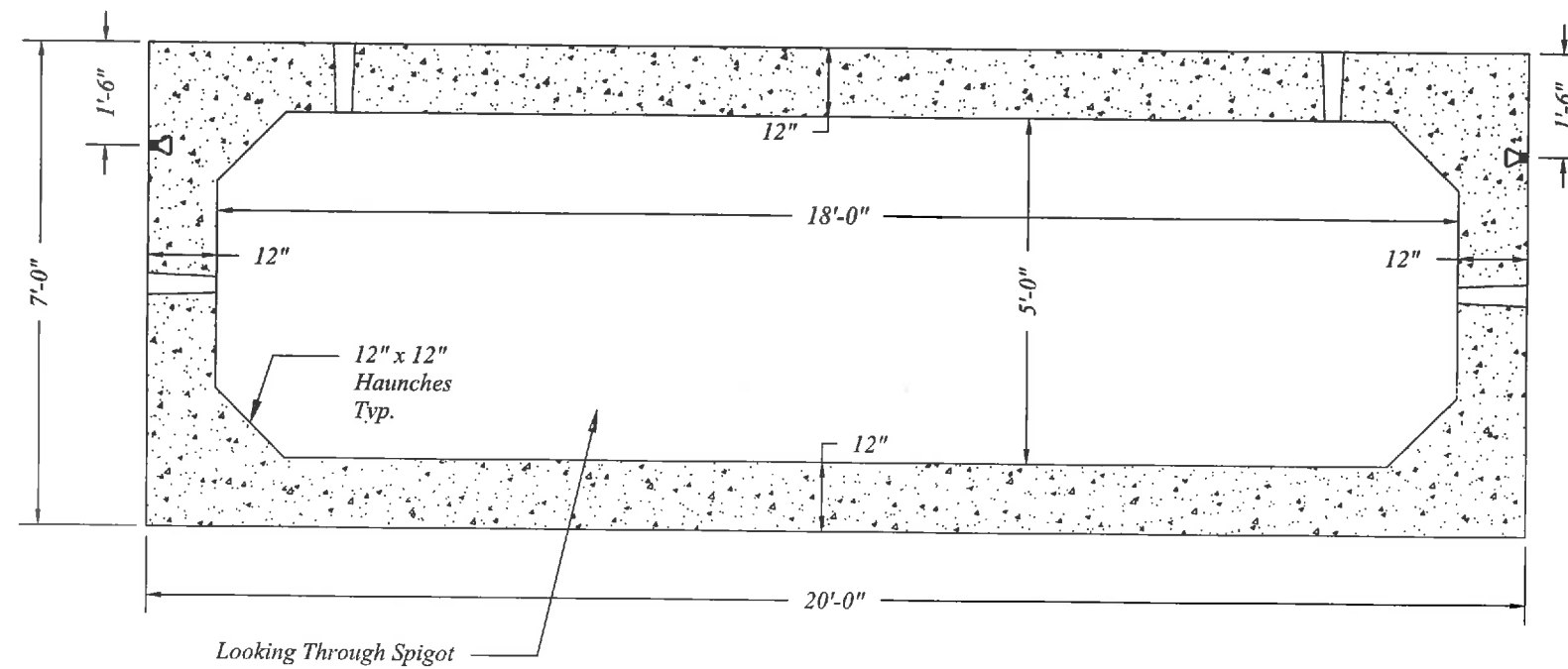
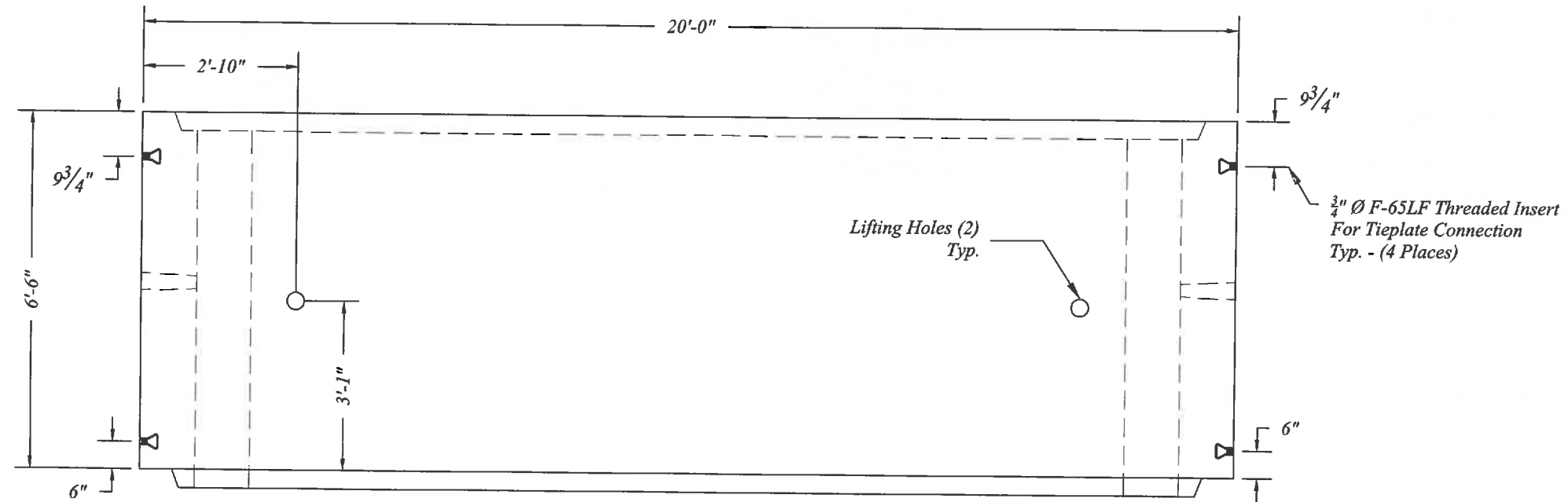
Drawn By
MRZ

Scale
3/8" = 1'

Sheet 3 of 10


Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3

Sections 2-9 - Qty: 8



Notes:

1. Section Will Weigh Approximately 50,700 Lbs.
2. Contractor to seal lift holes w/concrete plugs & apply approved mastic over the plugged holes as directed by the engineer before backfilling.
3. Contractor to seal handling holes by applying approved mastic around the holes and then applying 2 layers of mirafi filter fabric as directed by the engineer before backfilling.

 www.ncp-inc.com/	401 Kelton Street, Bay City, MI 48706		Proposed - 18' x 5'-0" Precast Concrete Box Culvert			
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						Scale 3/8" = 1'
						Sheet 4 of 10

South

OK

1'-0"

1'-0"

3/4" Chamfer (Typ.)

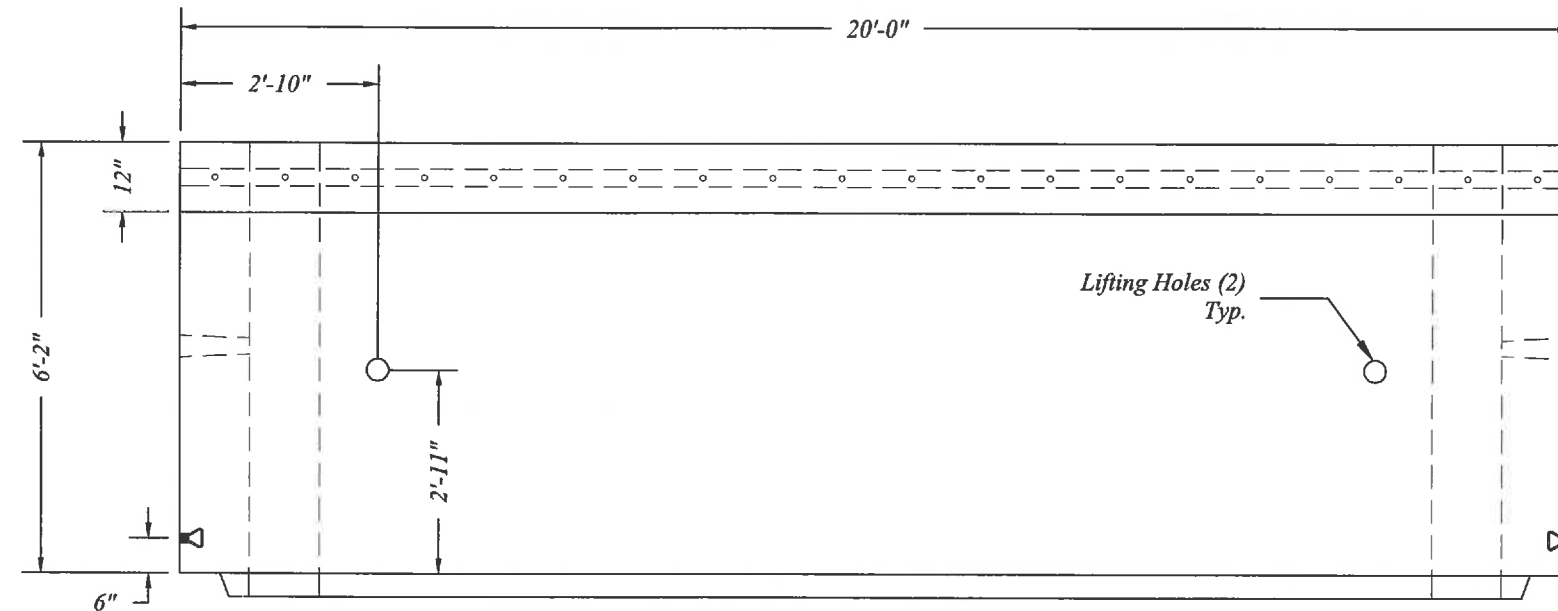
#4 Bar (Epoxy Coated) @ 12" OC Typ.

1 1/2" Clearance

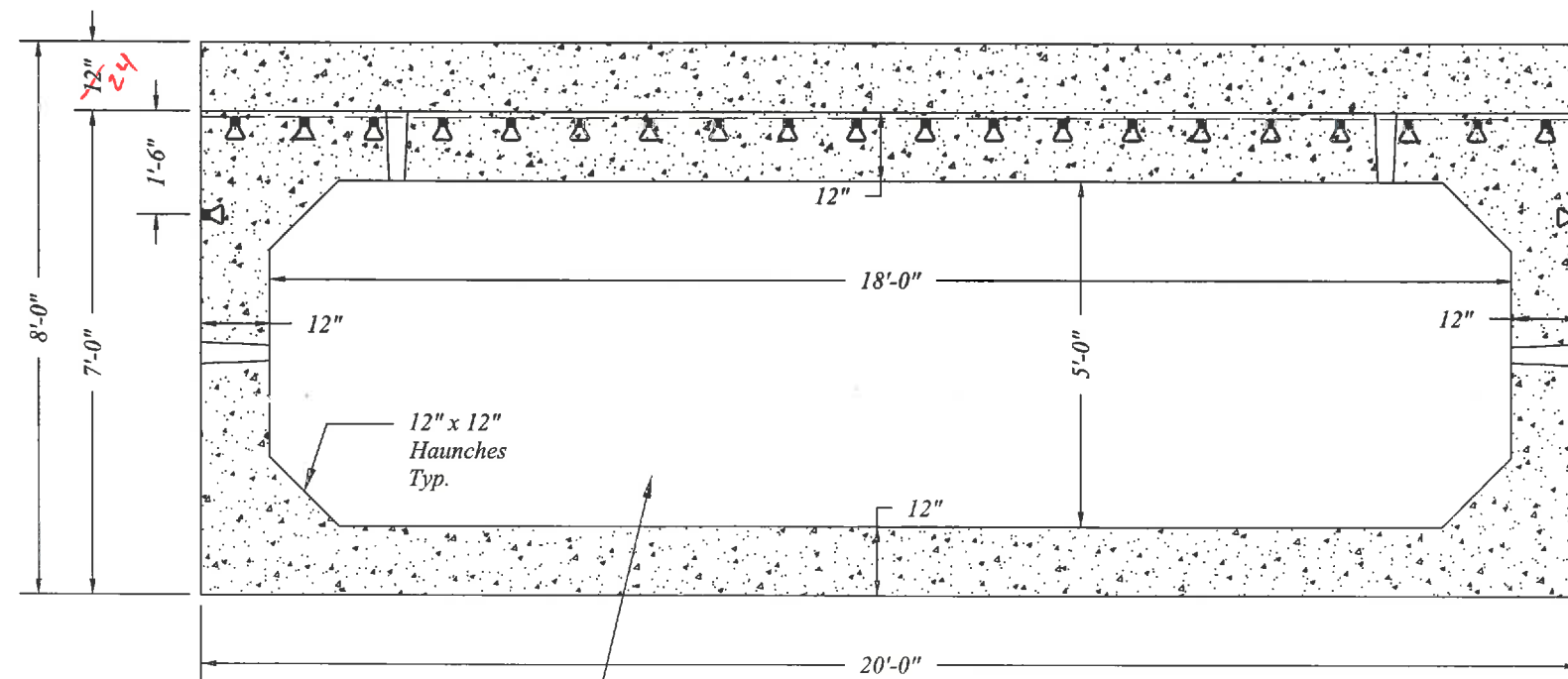
#6 Threaded Rod Epoxy Coated @ 12" OC

(4) #4 Bar Epoxy Coated

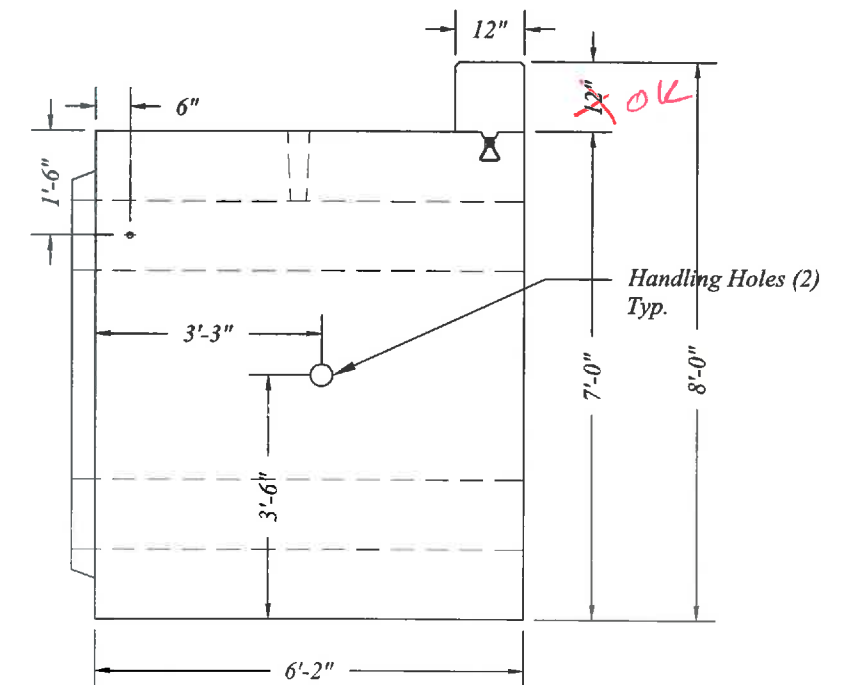
3/4" Ø Dayton F-65 Type LF threaded anchors @ 12" OC in a 3" x 1" keyway



3/4" Ø F-65LF Threaded Insert
For Tieplate Connection
Typ. - (2 Places)



Looking Through Spigot



1. Section Will Weigh Approximately 51,125 Lbs.
2. Contractor to seal lift holes w/concrete plugs & apply approved mastic over the plugged holes as directed by the engineer before backfilling.
3. Contractor to seal handling holes by applying approved mastic around the holes and then applying 2 layers of mirafi filter fabric as directed by the engineer before backfilling.



4950 White Lake Rd. Clarkston, MI 48346	3756 Centennial Rd. Sylvania, OH 43560
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Date
18th Feb 2021

Drawn By MRZ	Scale $\frac{3''}{1'}$
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Sheet 5 of 10

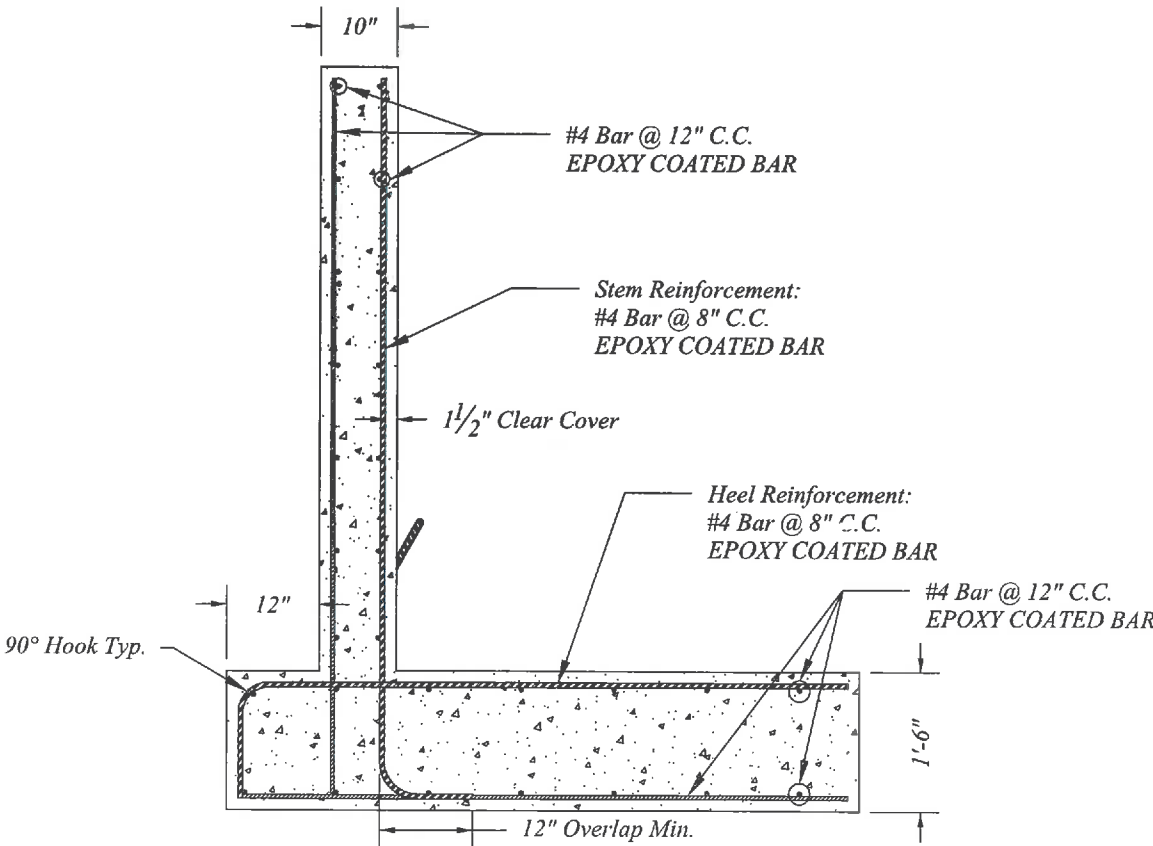
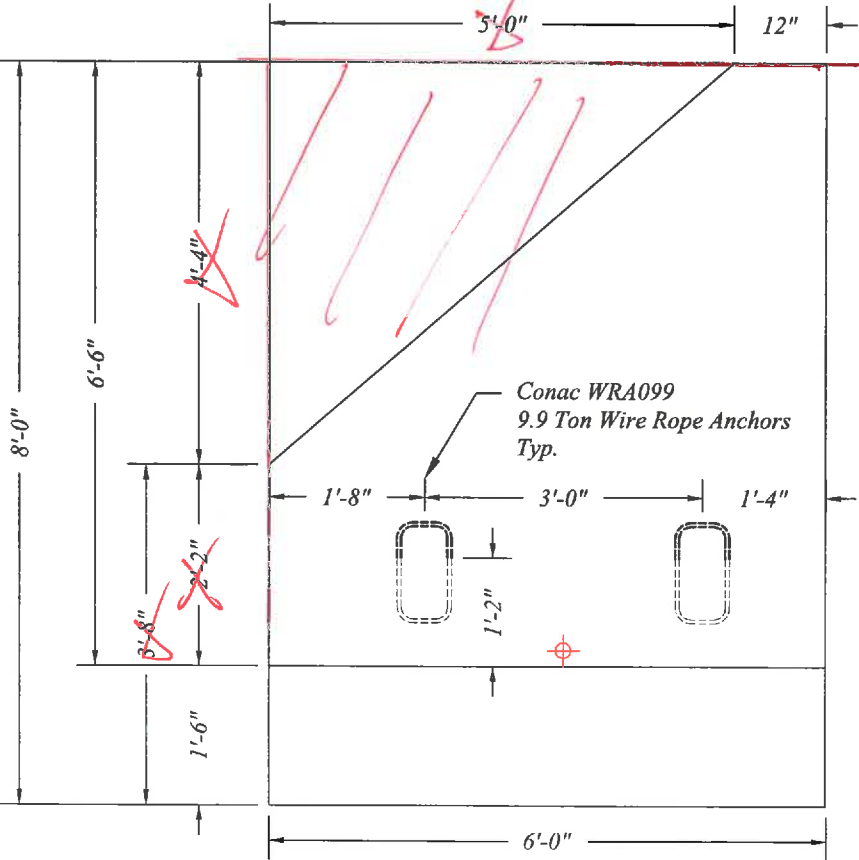
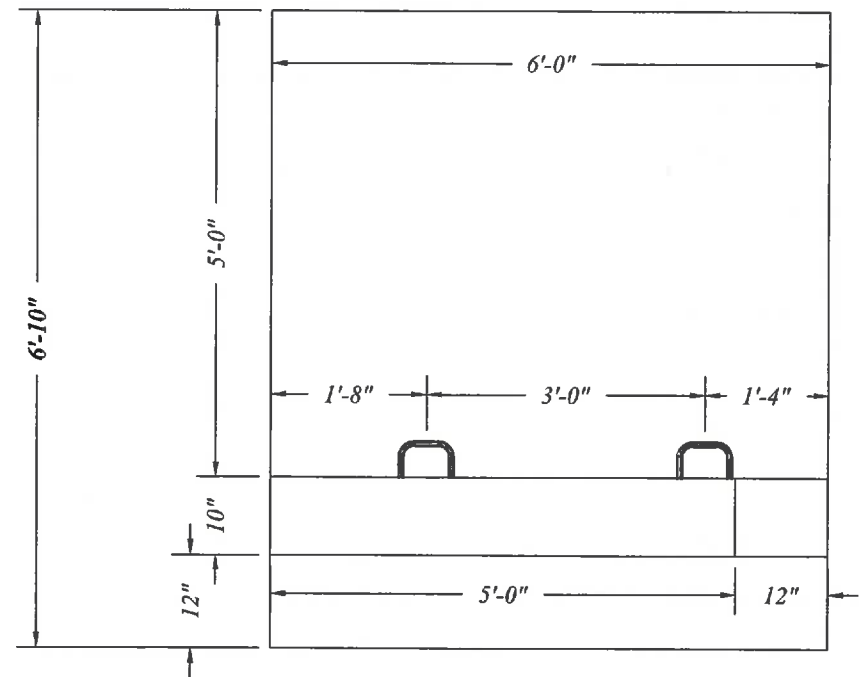
Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3

Wing Walls A & D - Qty: 2


Wingwall Reinforcing Design Completed By Delta Engineers, Binghamton, NY. Wingwalls Are Designed To Be Free-Standing w/No Ties To The Box Culvert.

The Engineer For This Project To Verify The Following Assumptions Are Adequate For This Specific Site.

- Design Assumptions:
1. Design per AASHTO LRFD Specifications w/2015 Interim Revisions
 2. Soil Friction Angle:
30° (Retained), 32° (Foundation)
Unit Weight = 120pcf
Level Backslope, 2' Surcharge
 3. Service Soil Bearing Pressure = 1,329 psf
Strength Soil Bearing Pressure = 1,862 psf
 4. Bar Cover = 1½" U.N.O.
 5. f_c @ 28 Days = 5,000psi (min) With 6¾% ± 1¼% Entrained Air.
 6. Reinforcement = ASTM A-615 Grade 60 Bar.
 7. Epoxy Coated Bar Per ASTM A-775 Specifications.



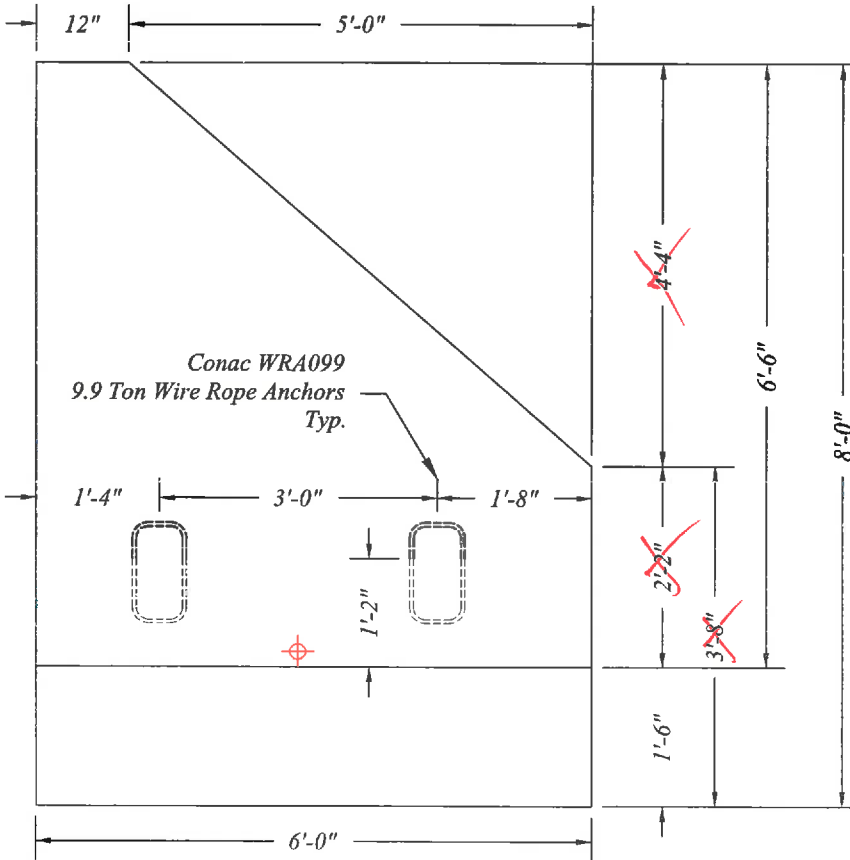
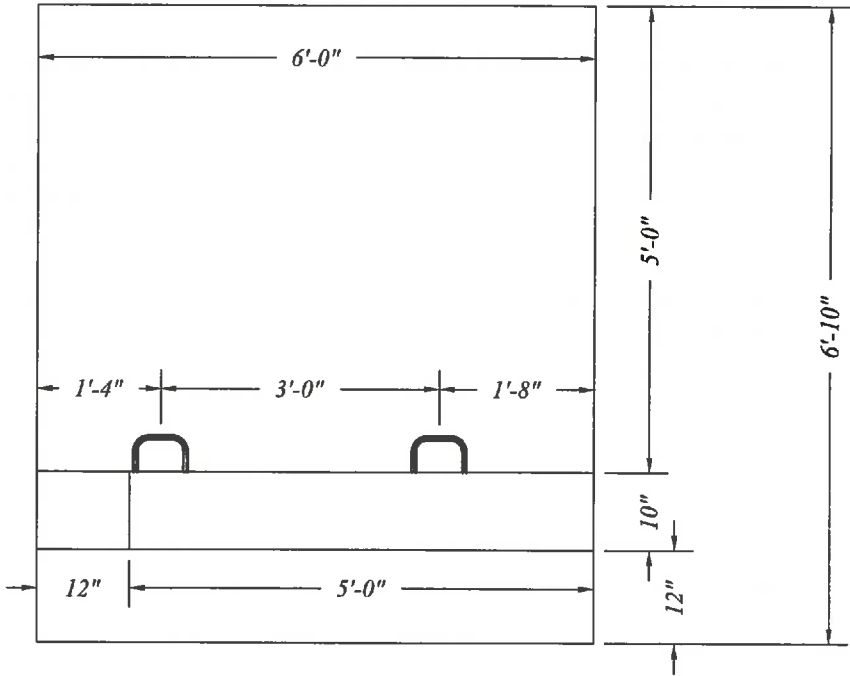
Notes:
1. Wing Wall Will Weigh Approximately 12,750 Lbs.

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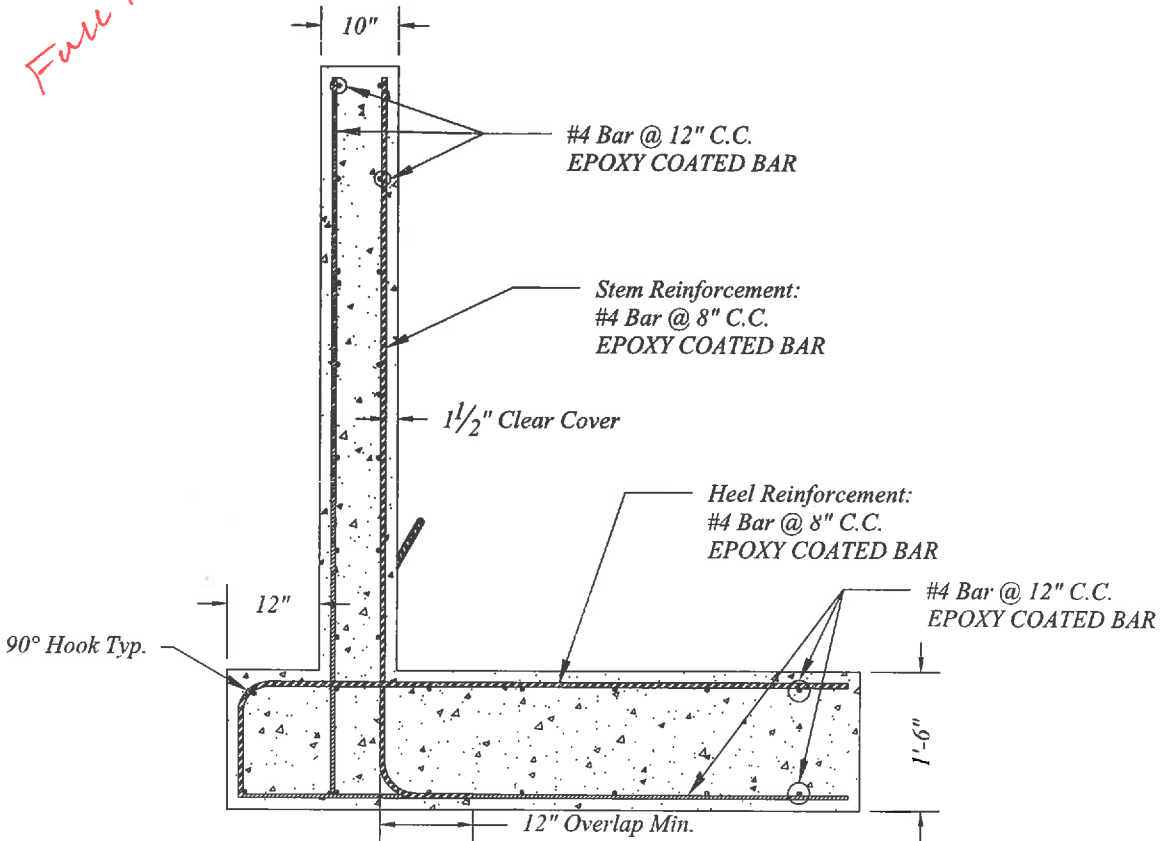
Sixth Street Over Kids Creek
Location 3
Traverse City, MI

Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3

Wing Walls B & C - Qty: 2



Full HEIGHT




Wingwall Reinforcing Design Completed By Delta Engineers, Binghamton, NY. Wingwalls Are Designed To Be Free-Standing w/No Ties To The Box Culvert.

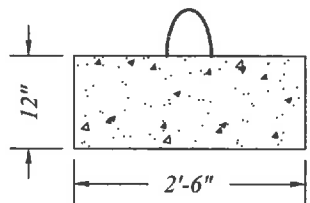
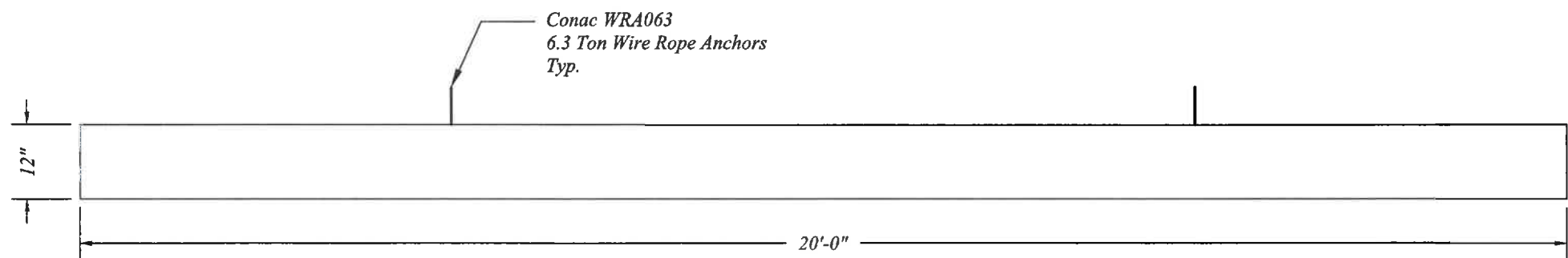
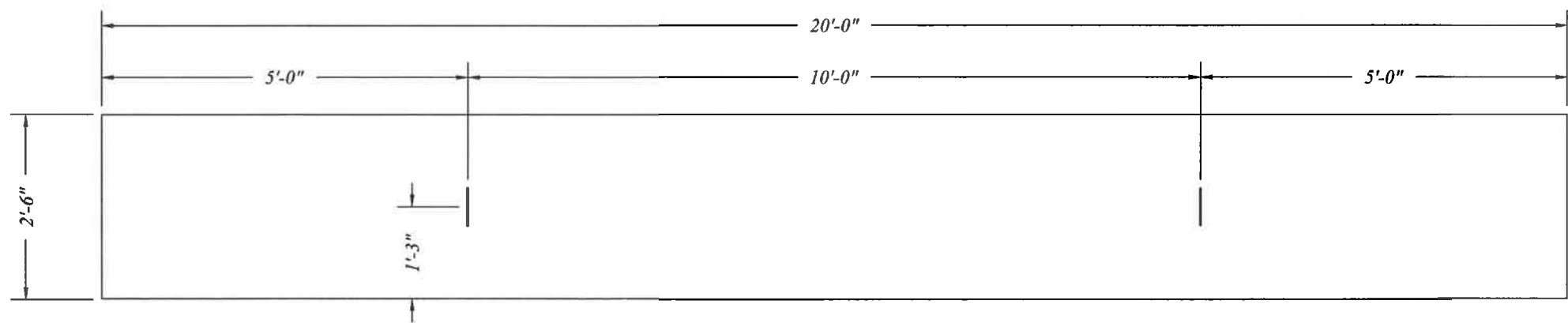
The Engineer For This Project To Verify The Following Assumptions Are Adequate For This Specific Site.

- Design Assumptions:
1. Design per AASHTO LRFD Specifications w/2015 Interim Revisions
 2. Soil Friction Angle:
30° (Retained), 32° (Foundation)
Unit Weight = 120pcf
Level Backslope, 2' Surcharge
 3. Service Soil Bearing Pressure = 1,329 psf
Strength Soil Bearing Pressure = 1,862 psf
 4. Bar Cover = 1 1/2" U.N.O.
 5. f'c @ 28 Days = 5,000psi (min) With 6 3/4% ± 1 1/4% Entrained Air.
 6. Reinforcement = ASTM A-615 Grade 60 Bar.
 7. Epoxy Coated Bar Per ASTM A-775 Specifications.

Notes:
1. Wing Wall Will Weigh Approximately 12,750 Lbs.


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Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3
Box Footing - Qty: 2

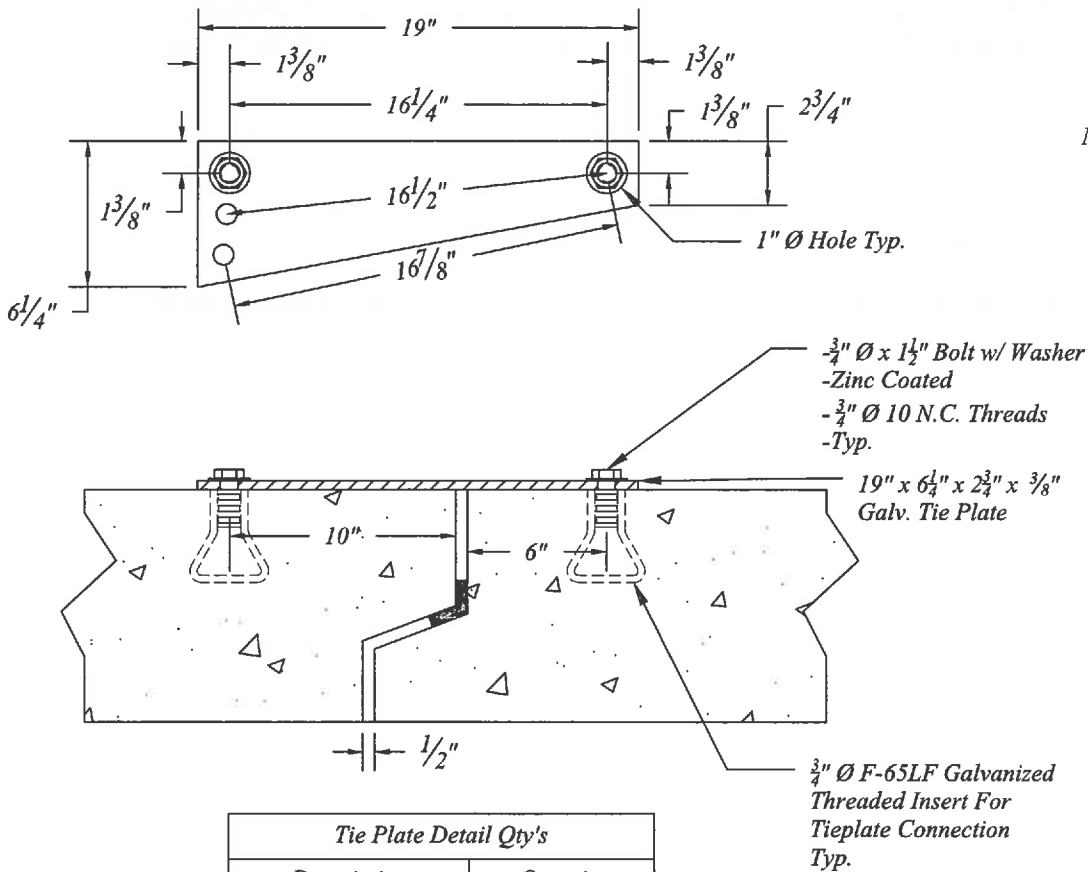
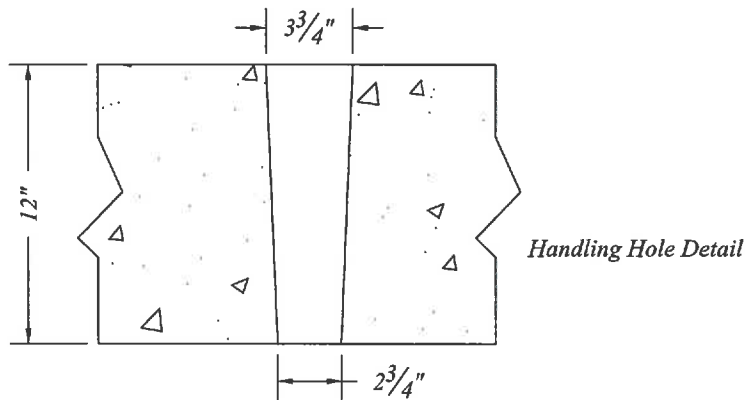
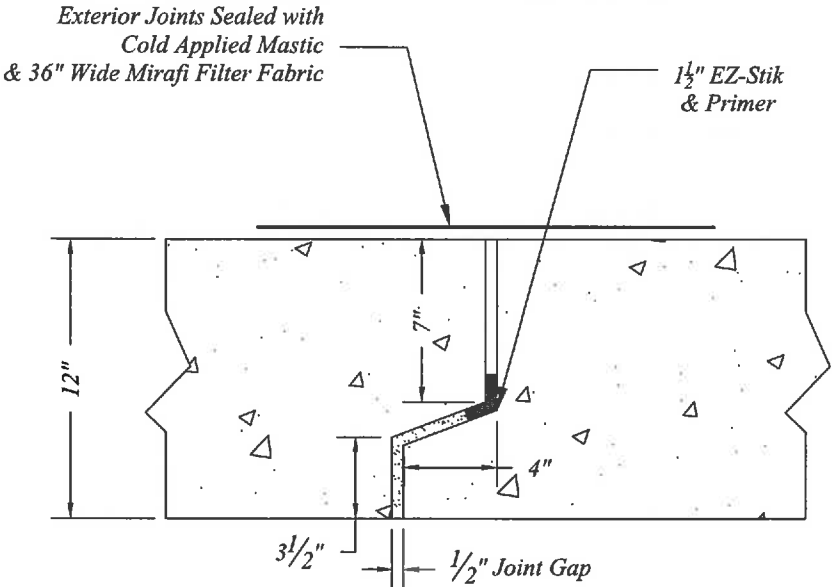


Notes:

1. Box footing Will Weigh Approximately 7,500 Lbs.
2. Steel Design By Delta Engineers.
3. Epoxy Coated Steel Per ASTM A-775 Specifications.

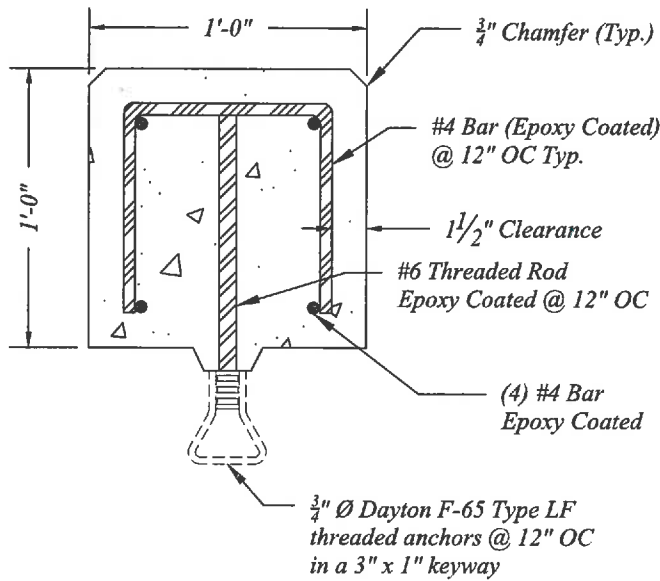
 www.ncp-inc.com/	401 Kelton Street, Bay City, MI 48706		Proposed - 18' x 5'-0" Precast Concrete Box Culvert		
	5281 Lansing Road Charlotte, MI 48813	2701 Chicago Dr. SW Wyoming, MI 49519	Team Elmers Traverse City, MI		Sixth Street Over Kids Creek Location 3 Traverse City, MI
	4950 White Lake Rd. Clarkston, MI 48346	3756 Centennial Rd. Sylvania, OH 43560	Date 18 th Feb., 2021	Revised	Rev. No.
			Drawn By MRZ	Scale 1/2" = 1'	Sheet 8 of 10

Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3
Details



Tie Plate Detail Qty's	
Description	Quantity
Galv. Tieplate	18
3/4" Ø x 1 1/2" Bolt Galv.	36
3/4" Ø Washer Galv.	36

Notes: Headwall Will Weigh Approximately 3,000 Lbs.



Notes:

- Contractor to seal lift holes w/concrete plugs & apply approved mastic over the plugged holes as directed by the engineer before backfilling.
- Contractor to seal handling holes by applying approved mastic around the holes and then applying 2 layers of mirafi filter fabric as directed by the engineer before backfilling.



www.ncp-inc.com/

401 Kelton Street, Bay City, MI 48706

5281 Lansing Road
Charlotte, MI 48813

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Wyoming, MI 49519

4950 White Lake Rd.
Clarkston, MI 48346

3756 Centennial Rd.
Sylvania, OH 43560

Proposed - 18' x 5'-0" Precast Concrete Box Culvert

Team Elmers
Traverse City, MI

Sixth Street Over Kids Creek
Location 3
Traverse City, MI

Date
18th Feb., 2021

Revised

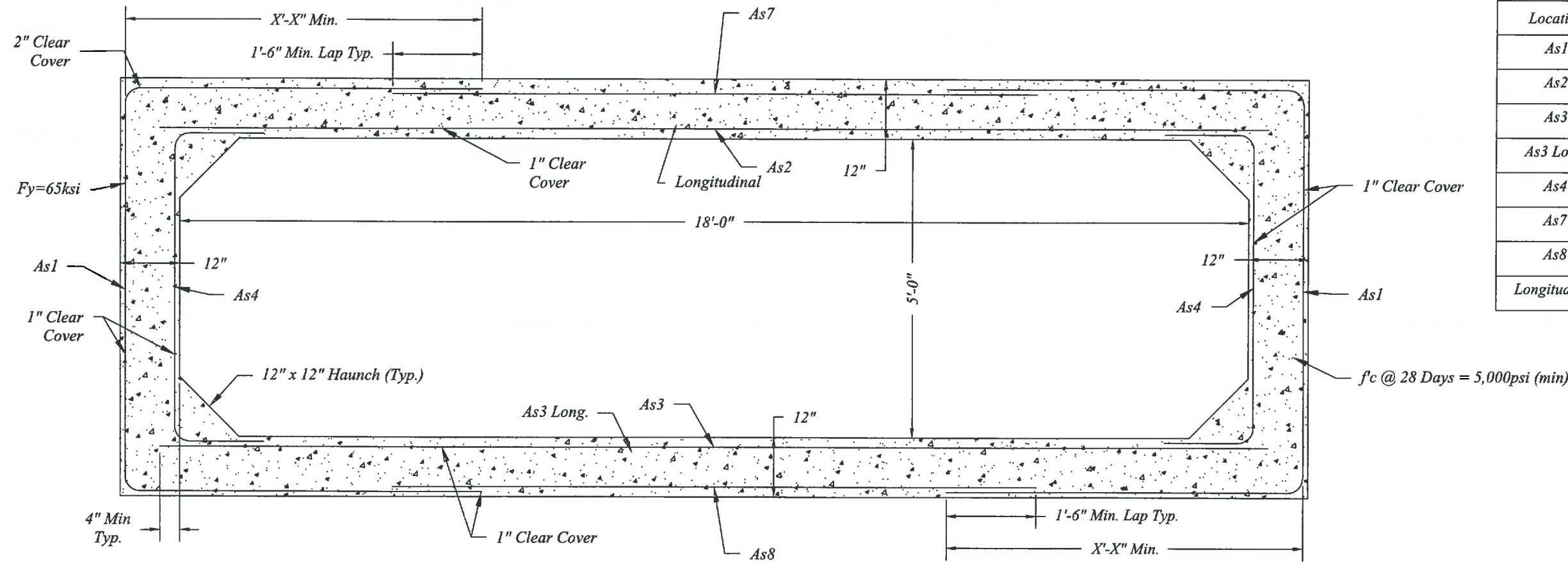
Rev. No.

Drawn By
MRZ

Scale
1 1/2" = 1'

Sheet 9 of 10

Sixth Street Over Kids Creek - 18' x 5'-0" Box Culvert Location 3
Reinforcement




Reinforcing		
Location	Size	Spacing
As1	0.000 in ² /ft	x"
As2	0.000 in ² /ft	x"
As3	0.000 in ² /ft	x"
As3 Long.	0.000 in ² /ft	x"
As4	0.000 in ² /ft	x"
As7	0.000 in ² /ft	x"
As8	0.000 in ² /ft	x"
Longitudinal	0.000 in ² /ft	x"

Box culvert sections to be manufactured to Delta Engineering specifications w/ HS-20 loading and 0.00' to 3.00' of cover. The design will meet all other applicable ASTM C-1433 Specifications.

Box reinforcing will be black steel.

Reinforcing Shown for schematic only. Actual reinforcing scheme to be determined at time of manufacture. Reinforcing scheme will meet or exceed all ASTM C-1433 specifications. Reinforcing to be 2" x 8" WWF per ASTM A-1064 unless otherwise noted.

Construction traffic over the box culvert sections shall be limited to a maximum single axle wheel load of 16,000 lbs or two (tandem) wheel loads of 13,000 lbs. spaced 4 feet apart with a minimum cover of 3 feet shall be in place. This minimum cover shall be in place prior to deployment of heavy earth moving equipment larger than a D-4 dozer weighing in excess of 12 tons and having a track pressure of 8.0 psi or greater crossing the structure. At no time shall construction equipment operating over the box culvert create a live load condition in excess of the designated live load design criteria.

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ATTACHMENT B

CITY OF TRAVERSE CITY
CONSULTANT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Consultant");

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

[BRIEF DESCRIPTION OF PROJECT]

and the Consultant wishes to furnish such technical and professional service to the City and has represented that the Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
 - A. Notice
 - B. Request for Proposals/Bids
 - C. Consultant's Proposal/Bid
 - D. Schedule of Payments
 - E. Timetable for Activities
2. Scope of Services. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The City shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the total sum of \$_____ in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence within _____ working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.
5. Independent Contractor. The relationship of the Consultant to the City is that of an independent contractor and in accordance therewith, the Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or

application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Consultant to be a joint venture.

6. The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Consultant shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Consultant or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement. The Consultant shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Consultant expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and

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

USED WHEN CITY IS NAMED AS ADDITIONAL INSURED:

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Consultant is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Consultant's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Consultant shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Consultant's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Consultant shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Professional Liability. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum per

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

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

11. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Consultant with all information currently available to the City upon request of the Consultant. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Consultant's duties under this Agreement must be in writing.

16. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the

Consultant in the conduct of the project unless the City Manager and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the City.

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

18. Interest of the Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which

time the Consultant shall correct the violations referred to in the notice. If the Consultant does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Consultant at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Consultant at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

25. Delay. If the Consultant is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Consultant shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of

the Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it 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. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Consultant. Copies of the City-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that

are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Consultant are only for convenience of the Consultant. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Consultant. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.

30. Freedom of Information Act. The Consultant acknowledges that the City may be required from time to time to release records in its possession by law. The Consultant hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Consultant shall not be held liable for any reuse of the documents prepared by the Consultant under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Consultant recommend further work concerning the project, the City is under no obligation to engage the Consultant in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

36. 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.

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:

Lauren Tribble-Laucht, City Attorney

By _____
Benjamin C. Marentette, City Clerk

CONSULTANT

By _____

Signature

Name and Title (print or type)

SCOPE OF SERVICES

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

SAMPLE

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 \$_____.

SAMPLE

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 _____.

SAMPLE