



March 29, 2023

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Wednesday, April 19, 2023, at 2:00 p.m.** for the following:

**Cleaning Services for: Parks & Recreation (Park Restrooms), Hickory Hills (Lodge & Maintenance Restroom) Marina Building, Garage Division (DPS Building), Oakwood Cemetery Building and Maintenance Building, Carnegie Building and Traverse City Parking Services Public Restrooms (Park Street Public Restrooms and Old Town Parking Structure Public Restrooms)
(specifications attached)**

If the specifications are obtained from the City's new updated 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 bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to ksheridan@traversecitymi.gov.

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bid either on an entire or individual basis that is in the best interest of the City. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified.

You must indicate on the outside of the sealed envelope that the bid is for **"Cleaning Services."** You must submit **TWO (2) SEALED COPIES** of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Alternatively, e-mailed bids ***will be*** accepted. Please indicate in the subject line of your e-mail that you are submitting a "Sealed Bid" together with the bid description, "Cleaning Services", and submit your e-mailed bid to tcmanage@traversecitymi.gov **before Wednesday, April 19, 2023 at 2:00 p.m.**

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met. If you have any questions, please contact Michelle Hunt or Sheila Dodge, Parks & Recreation Division, at (231) 922-4900, Ext. 114 or 144 between the hours of 9 a.m. – 4 p.m., before the bid is submitted.

PLEASE SUBMIT BID TO: Kim Sheridan, Purchasing Agent
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684

SPECIFICATIONS FOR GENERAL CLEANING CITY OF TRAVERSE CITY

INTENT

The City of Traverse City is seeking bids for a three-year period starting April 30, 2023 and ending March 29, 2026 and to reserve the option for renewal of this bid, mutually agreed upon by both parties, for a period of up to three (3) additional renewable contracts in (1) one-year increments with **one or more** qualified cleaning services. Draft Vendor Agreement Attached.

The City intends to receive bids from qualified cleaning services for cleaning eight (8) City Park restrooms, Clinch Park Marina Building and Pavilion, Carnegie Building, Hickory Hills Lodge and Maintenance Building Restroom, Oakwood Cemetery Office and Maintenance Building Restroom and Break Room, Department of Public Services (DPS) building, Park Street Public Restroom and Old Town Parking Structure Public Restroom. SEE CHART

It is the intent of these specifications for an individual, a group of individuals, or a company/service to assume the responsibilities of cleaning internally and around the surrounding areas of each of these facilities.

The City intends to select bids on the basis of:

1. Qualifications
2. Ability
3. Relevant experience
4. Type and amount of necessary equipment
5. Highest financial benefit to the City
6. Operation best suited to provide services desired
7. Possession of proper required insurance, licenses, permits, etc.
8. Other pertinent factors it may deem necessary

BIDS

Vendors submitting bids shall complete each item of the bid and return the enclosed "Bid Summary Sheet" by the deadline listed. The requirements of this bid shall be construed to be minimum. All items and labor necessary to service the Department of Public Services (Garage, Parks, Oakwood Cemetery, Hickory Hills), Carnegie Building, Marina, and The Traverse City Parking Services but not specifically mentioned in these bids shall be construed to be furnished by the Vendors.

ACCEPTANCE OF BID CONTENT

All bids will be reviewed by representatives of the City of Traverse City. The content of the bids and the submitted bid will become contractual obligations should the bid be accepted. The City

reserves the right to request information from any Vendor submitting a bid without such contact indicating acceptance.

The City reserves the right to accept, or reject, any and all bids, negotiate differences, and to accept the proposal deemed to be in the best interest of the City of Traverse City.

If selected, the Vendor will be required to enter into a contract with the City for this work. All requirements of the contract must be met.

SILENCE OF BID

The apparent silence of any portion of this bid and any supplemental requirements as to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All services are to be first quality. All interpretations of bid shall be made upon the basis of this statement.

SUBMITTAL OF BIDS

Each bid should be prepared simply and should provide straightforward language in the "BID SUMMARY SHEET." Contracting firms interested in contracting with the City of Traverse City for Cleaning Services should submit a copy of their bids containing:

1. Proof of all insurance as stated under INSURANCE, at least two weeks prior to start of operations.
2. References as listed under REFERENCES. Bids will not be accepted without references.
3. Completed Bid Summary Sheet

EXTRA/HIDDEN CHARGES

Bid price has to reflect the true billing costs through the invoices received. There will be no hidden charges such as fuel costs, environmental special fees, etc billed to the City. Once the bid price is submitted on the "Bid Summary Sheet", no cost fluctuations on the billing invoices the City receives monthly will be accepted.

SCHEDULE OF PAYMENT TO VENDOR

It is the Vendor's responsibility to present one itemized invoice for each division (i.e., Parks and Recreation, Traverse City Parking Services, Oakwood Cemetery, Department of Public Services (Garage), Hickory Hills, Carnegie and Marina to the City Treasurer's Office each month for services, email ap@traversecitymi.gov.

Payment shall be made within thirty (30) days of satisfactory completion of the work. The City may withhold payment in whole or in part for:

- a) Defective work not remedied, or

- b) Damage to City property, or
- c) Failure to obtain or maintain proper permits and insurance

Upon unsatisfactory service, the Contractor shall be notified, and unless corrections are immediately completed within eight (8) hours, liquidated damages in the amount of \$20.00 per separate daily occurrence per restroom shall be paid by the Contractor and a credit shall be noted by the Contractor on the monthly invoice. Such liquidated damages shall not be considered a penalty and shall not be exclusive of any other remedy the City may select.

The Contractor will also deduct, from the monthly invoice, one day cleaning fee, for each restroom left unlocked.

The City's standard practice is to prepare checks for the payment of invoices received, The City prepares checks on Thursday of each week.

EXAMINATION OF THE WORK

Prior to submission of the bid, the Contractor/vendor will be required to do a mandatory walk through of each of the properties to be cleaned.

SUBCONTRACTING

The Contractor will be required to assume full responsibility for all services outlined in this bid. None of the Contractor's duties under the contract shall be subcontracted or transferred. If the Contractor sells his/her business, during the duration of the contract, the contract becomes nullified.

SAFETY ON CITY PREMISES

The Vendor is expected to properly train all persons engaged in performing work under this bid. Compliance with MIOSHA standards and regulations is mandatory. Worker violations of these standards, and fines, are the responsibility of the Vendor. All required personal protective safety clothing, foot wear, eye and ear protection, equipment and gear, is the sole responsibility of the Vendor. Vendor shall insure that all employees under Vendor's jurisdiction are dressed in proper safety attire while on City property.

GENERAL REQUIREMENTS AND RESPONSIBILITIES

The selected Vendor will be required to assume responsibilities for all services listed in this bid, whether or not the Vendor produces them. Further, the City will consider the selected Vendor to be sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. This operation cannot be, in any part, subcontracted out.

The Vendor is solely responsible to ensure the safety of all its workers on the job and be in compliance with any and all M.I.O.S.H.A. safety requirements and regulations, as well as any health standards and regulations.

The Vendor shall furnish all necessary fuel, supplies, safety devices and equipment, and employ competent labor to satisfactorily and acceptably perform all phases of the work covered in the terms of these requirements.

All work performed shall be in strict accordance with all well-known established practices and standards recognized by cleaners. The Vendor is expected to perform cleaning services for the entire contract period.

SCOPE OF SERVICES

All facilities to be cleaned are listed below: EQUAL EMPHASIS WILL BE PLACED ON APPEARANCE AND CLEANLINESS OF BOTH THE INSIDE AND OUTSIDE SURROUNDING AREA OF EACH FACILITY. The surrounding area is defined as the entrance patio or approach area to each restroom or laundry entrance. The outside surrounding areas average approximately 10 to 15 feet from the entrance doors. All the outside areas must be swept and be free of any and all debris.

SLABTOWN CORNER	701 Wayne St. Bay Street at Division (at tennis/pickle ball courts), including lobby area.
WEST END BATH HOUSE	716 Grandview Pkwy, On Grandview Parkway just west of Division Street.
SR. CENTER OUTDOOR	801 E. Front St., Senior Center on East Front Street at Barlow.
BRYANT PARK	1101 Peninsula Dr. on Peninsula Drive at Garfield Avenue.
EAST BAY PARK	151 S. East Bay Blvd. East Bay Boulevard and east end of Front Street
HULL PARK	606 Hannah Ave, Hannah Avenue west of Woodmere Avenue
MARINA RESTROOMS AND PAVILION	111 E. Grandview Pkwy, Duncan L. Clinch Marina off Grandview Parkway
CLINCH PARK	181 E. Grandview Pkwy, in the building adjacent to the concession stand, by Clinch Park beach.
DEPARTMENT OF PUBLIC SERVICES BUILDING	625 Woodmere Avenue
CARNEGIE BUILDING	322 Sixth Street

HICKORY HILLS MAINTENANCE RESTROOM	2000 Randolph Street
HICKORY HILLS LODGE	2000 Randolph Street
OAKWOOD CEMETERY OFFICE	1720 Hannah Avenue
OAKWOOD CEMETERY MAINTENANCE BUILDING	1800 Hannah Ave
NEW BATHROOM (coming 2024)	240 W Grandview Pkwy in RB Parking lot
PARK STREET RESTROOMS	113 Park Street, On Park Street, east side along pedestrian entrance to Hardy Parking Structure. Surrounding area is approximately 15 feet .
OLD TOWN PARKING STRUCTURE RESTROOMS	125 East Eighth Street on the northeast corner of the facility. Surrounding area is approximately 10 feet .

USE AND SUPPLY OF MATERIALS

The Contractor shall provide all necessary tools and equipment for an efficient cleaning operation, including cleaning equipment, cleaning supplies, disinfectant, paper towels, paper towel dispensers, toilet paper, toilet paper dispensers, urinal fresheners, wastebasket liners, trash can liners, hand soap, hand soap dispensers etc., except for the **Marina Restroom (SEE MARINA)** and **Traverse City Parking Services (SEE TRAVERSE CITY PARKING SERVICES “TCPS”)** Contractor MUST provide access to paper products and soap in order for TCPS staff to restock mid-day in the case of high volume use (festivals, etc.). Contractor MUST dispense on a “KEEP FULL” basis all other departments. The City will provide light bulbs for each facility so equipped. A storage location will be provided for the Contractor to store limited cleaning supplies and paper products. The Contractor’s Bid shall reflect all costs associated with cleaning.

WORK SCHEDULE AND WORK ACTIVITIES

Some of these facilities may be open on a 12 to 24-hour a day basis. Access to each facility will be through the front door.

Specific time requirements exist for certain facilities, as directed by the Superintendents of each Division.

Division	7 Nights Per Week (including holidays) Usually End of April through late October	7 Nights Per Week (including holidays) Memorial Day to September 30	1 Night Per Week	5 Nights Per Week Monday through Friday. Minus holidays	3 Nights Per Week May 15 to Memorial Day, October 1 to October 20	Special Events 1:00 p.m. to 5:00 p.m. or 6:00 p.m. to 10:00 p.m.	Special Events Weekends 1:00 p.m. to 5:00 p.m. or 6:00 p.m. to 10:00 p.m.	Cleaning Hours
Parks	X					X	X	11:00 p.m. to 6:00 a.m.
Parks – Cherry Festival	Late June to mid-July	Restrooms to be determined by staff						Time to be determined by City staff
Marina		X			X			12:00 a.m. to 6:00 a.m.
Marina – Cherry Festival	Late June to mid-July	2 times per day during festival						Time to be determined by City staff
DPS Building				X				6:00 p.m. to 11:00 p.m.
Carnegie Building			X Wednesday					6:00 p.m. to 11:00 p.m.
Oakwood Cemetery			X Wednesday					6:00 p.m. to 11:00 p.m.

Hickory Hills	7 Nights Per Week (including holidays) Year Round	7 Nights Per Week (including holidays) Dec 1 – March 31	1 Night Per Week April 1 – Nov 30	Special Events to be scheduled April 1 – Oct 31	Cleaning Hours
Hickory Hills Maintenance Restrooms	X				11:00 p.m. to 6:00 a.m.
Hickory Hills Lodge Ski Season		X			10:00 p.m. to 6:00 a.m.
Hickory Hills Lodge Non-Ski Season			X Set day to be defined with staff		11:00 p.m. to 6:00 a.m.
Hickory Hills Events				X	12:00 a.m. to 6:00 a.m.

Traverse City Parking Services	Summer Schedule: 7 Days Per Week (including holidays) May 1 – September 30	Winter Schedule: 7 Days Per Week (including holidays, except Thanksgiving Day, Christmas Day, New Year's Day) October 1- April 30	Special Events (TBD) 1:00 p.m. to 5:00 p.m. or 6:00 p.m. to 10:00 p.m.	Special Weekends (TBD) 1:00 p.m. to 5:00 p.m.
Park Street	10:00 p.m. to 6:00 a.m.	8:00 p.m. to 7:00 a.m.	X	X
Old Town Parking Structure	9:00 p.m. to 7:00 a.m.	7:00 p.m. to 8:00 a.m.	X	X

It is the responsibility of the Contractor to keep the facilities secure during the cleaning process and after you leave by **locking all doors**. **NO** visitors, friends, family members, children, etc. are allowed to accompany you or your cleaning agency and will not be admitted into these facilities for any reason. **ONLY QUALIFIED, INSURED PERSONNEL ARE ALLOWED INTO THESE FACILITIES.**

All entrances used must be locked and secured before leaving the work site. If entrances are not secured and any theft or vandalism occurs, the Contractor shall be responsible for full

replacement value on any loss/vandalism resulting from the Contractor's, or his/her employees', failure to secure the building(s).

A daily check list will be provided by the City/TCPS. This check list may be placed in the storage facility room so we can monitor work performed. After checking the work, we may have suggestions on how to update or improve the work performed.

A local representative from the Contractor's company is to report, in person, to each department (DPS, Parks, Marina and TCPS) for a pre-season, (March or April) and post season (September or October) meeting. Not participating in this requirement may be deemed as refusal to work and may be subject to termination of the Contract.

SPECIAL EVENTS AND FESTIVALS ADDITIONAL CLEANING SCHEDULES

During special events such as the National Cherry Festival, Fireworks, Traverse City Film Festival, Friday Night Lives, Arts & Crafts Fairs, Downtown Light Parade and other major events or festivals, additional daytime/nighttime cleaning may be required, in addition to the regular nightly cleaning schedule. Not all special events are scheduled before the season starts, however, the City of Traverse City and Traverse City Parking Services will work closely with the Contractor to assure that adequate notice will be given for each upcoming event that may require extra cleaning. This will vary from one to five restrooms to be cleaned per special event. The Contractor will be notified as to which restrooms to clean. Upon this notification from the City, it is then the responsibility of the Contractor to monitor these facilities during these special events, making sure supplies are abundant, areas are free of debris, and that all areas are cleaned.

HICKORY HILLS SPECIAL EVENTS

Hickory Hills will be open for special events April through October. Not all special events are scheduled before the season starts, however, the City of Traverse City will work closely with the Contractor to assure that adequate notice will be given for each upcoming event that may require extra cleaning. The Lodge will require post event cleaning and to follow the schedule as directed under the "Daily Cleaning" instructions.

PARKS EXTRA WEEKEND RESTROOM CLEANING

A second cleaning for four (4) of the parks' restrooms (West End, Clinch, Bryant and East Bay parks) from mid to late June through Labor Day weekend shall be performed during the day between the hours of 1:00 p.m. and 5:00 p.m. on Saturdays, Sundays, and Labor Day Monday. The Contractor will be notified when to start the weekend cleanings.

PARK STREET EXTRA WEEKEND RESTROOM CLEANING

A second cleaning for Park Street restrooms may be required from mid to late June through Labor Day weekend and shall be performed during the day between the hours of 1:00 p.m. and

5:00 p.m. on Saturdays, Sundays and Labor Day Monday. The Contractor will be notified when to start the weekend cleanings by the TCPS.

- Charges for these weekend cleanings shall be itemized separately from the normal nightly cleaning on the invoice.

COMPLACENCY

The Contractor MUST realize that even though this contract runs for a period of three (3) years, with the possibility of (3) one-year extensions, it is not in the best interest to become complacent in the duties of cleaning. If the City or TCPLP notices complacency in the duties of the Contractor, a check list, as stated before, will become mandatory for the Contractor to complete and hand in daily to the City.

KEYS

The Contractor will be given a key for each of the entrance doors. KEYS ARE NOT TO BE DUPLICATED BY THE CLEANING SERVICE. NO EXCEPTIONS. The Contractor may request, in writing, from each of the Superintendents additional keys only if it is an emergency, and the cost of those keys will be deducted from the monthly bill. If keys are lost or stolen, and the Contractor cannot locate lost or stolen keys within a 24-hour period, Contractor MUST notify DPS/TCPS personnel immediately after the 24-hour period to start the process of replacing all door locks and keys with different lock cylinders and matching keys. The Contractor will also be responsible for the service cost of replacing all keys and locking cylinders to all doors in all departments that are required in the RFP to be cleaned.

DAMAGE DONE TO FACILITIES BY CONTRACTOR

The Contractor shall be responsible for any damage done while cleaning on City property. Anything broken or damaged must be reported within eight (8) hours to the specified Superintendent/Supervisor. Damaged areas or items must be repaired within twelve (12) hours. Failure to comply could result in termination of the contract. E-mail sdodge@traversecitymi.gov or mhunt@traversecitymi.gov or call the Parks and Recreation Division at 231-922-4900 Ext. 144 to report any light bulbs that need to be replaced, or any damage that has occurred. Email nicole@downtowntc.com or call the TCPS at 231-922-0241 to report any light bulbs that need to be replaced, or any damage that has occurred to the Traverse City Parking Services restrooms.

VANDALISM

Any and all vandalism must be reported either by phone, e-mail, or in person to the appropriate contact person by the morning of the next business day. Report the following:

- A. The type of vandalism.
- B. Time you noticed vandalism.
- C. Location of where vandalism occurred.

- D. Take a digital photo of the vandalism and submit it to the appropriate contact person.

IF IT'S AN EMERGENCY, CALL 995-5150 or 911 FIRST. Examples of an emergency may be fire, toilet or sink destroyed, etc. The City of Traverse City or Traverse City Parking Services will then need to file police reports so information obtained by the Contractor needs to be precise and objective.

LOST AND FOUND

All lost and found items **MUST** be turned into the City (625 Woodmere Ave) or Traverse City Parking Services (303 East State Street) first thing in the morning (daily if required). **PARKS - ALL LOST AND FOUND ITEMS MUST BE PLACED IN A MARKED LOST AND FOUND BOX IN THE RESTROOM STORAGE AREA.** TCPS – Will contact the Police Department with the lost items for pickup. Marina items should be placed in the Security Office. The City will deliver the lost items to the City Police Department. Lack of cooperation from the Contractor may be a cause for termination of contract.

SMOKING

The City has an ordinance that prohibits Smoking within 15 feet of any public building or in any City park. This means all the buildings the Contractor will be cleaning - There is no smoking, inside or outside the building or in any City park.

ON-SITE TOURS

On-site walk through tours will be **MANDATORY**, for Parks and Hickory Hills contact Michelle Hunt at 231-922-4900 Ext. 114 or email mhunt@traversecitymi.gov, for Marina contact Shane Dilloway at 231-922-4906 or email sdilloway@traversecitymi.gov, for Department of Public Services contact Sheila Dodge at 231-922-4900 Ext 144 or email sdodge@traversecitymi.gov, for Carnegie Building contact Penny Hill at 231-922-4444 or email phill@traversecitymi.gov, for Oakwood Cemetery contact Branden Morgan at 231-922-4907 or email bmorgan@traversecitymi.gov for Traverse City Parking Services contact Nicole VanNess at 231-486-5938 or email nicole@downtowntc.com before any contractor can submit a Request For Bids.

TECHNICAL CLEANING SPECIFICATIONS

Various services are to be performed daily, weekly, monthly, bi-monthly and for special events. “Weekly or Monthly Cleaning” shall indicate a more thorough cleaning using products that strip away the polish and chemicals that have been used during regular cleaning. Items listed to clean are not all-inclusive.

“CLEAN” indicates: To make an object or room free from dirt and/or free from foreign matters.

“DISINFECT” indicates: A chemical (such as a quaternary disinfectant – hospital grade disinfectant) that is used on surfaces that destroys or inhibits growth of a wide range of harmful organisms or harmful pathogens.

“WET SCRUB” indicates: An application of a cleaning solution by using a mechanical scrubber, done with a “Special Cleaning Treatment” requested by a City/TCPS Supervisor or Superintendent.

“SPECIAL CLEANING TREATMENTS” indicate: A more thorough cleaning and disinfecting of the facility, including such things as ceilings, walls, under sinks, corners, etc of the area, using the same disinfectant ingredient as listed above. These special cleanings are to rid areas of smells, bacteria and built-up debris. “Special Cleaning Treatments” are to be done on an as-needed basis, determined by the Superintendent/Supervisor/Manager of each facility.

PARKS

LIST OF PARKS RESTROOM FACILITIES:

East Bay Park	Men’s – 2 urinals, 1 toilet, 1 sink Women’s – 3 toilets, 2 sinks
Bryant Park	Men’s – 2 urinals, 1 toilet, 1 sink Women’s – 3 toilets, 2 sinks
Sr. Center Outdoor Restrooms	3 unisex restrooms. 3 toilets, 3 sinks, 3 baby changing stations
Clinch Park	Men’s – 2 urinals, 2 toilets, 2 sinks Women’s – 4 toilets, 2 sinks Family Restroom – 1 toilet, 1 sink, 1 baby changing table Changing Rooms – 8 total
West End Restroom	Men’s – 1 urinal, 1 toilet, 1 sink Women’s – 2 toilets, 1 sink, 2 changing stalls

Slabtown Corner	Men's – 1 toilet, 1 sink Women's – 1 toilet, 1 sink
Hull Park	Men's – 1 urinal, 1 toilet, 2 sinks Women's – 2 toilets, 2 sinks,
Hickory Hills Maintenance Restroom	Unisex – 1 toilet, 1 sink
New Bathroom (2024)	2 Unisex

PARK FACILITIES INSIDE, OUTSIDE CLEAN DAILY AND SPECIAL EVENTS - CLEANING:

Toilets and countertops - clean and disinfect daily. All toilets must be cleaned and disinfected inside and out, under basin, to the floor, and around base at floor. NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS OR IN FRONT OF URINALS. Wipe down countertops and disinfect.

Urinal fresheners must be replaced before completely out.

All wastebaskets and sanitary receptacles are to be emptied. Liners are to be replaced daily. Clean and disinfect.

All sinks. Pay particular attention to areas around and under faucets. No residue is to remain around faucets or drains. Clean and disinfect.

All toilet rolls and hand towels will be re-stocked and wastebaskets and sanitary receptacles are to be emptied. Plastic liners must be replaced daily. Clean and disinfect.

All floors. Sweep (sweep first), vacuum, then mop with a cleaner, then use a disinfectant that will leave a pleasant odor on floors and baseboards.

All items hanging on or from the walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers must be cleaned and disinfected.

Keep all inside areas; walls, ceiling, ceiling vents, baseboards, window sills, partitions, floors, and both sides of doors, door knobs, etc., clear of dust, sand, dirt and grime buildup, cobwebs, bugs, writing, graffiti, etc.

Drinking fountains – clean and disinfect.

Clean and keep clear of dust, bugs, etc. all exterior and interior surfaces of light fixtures. No bugs should show through from inside the lights.

The entrance doors, entrance eaves, windows (if any), sidewalks, and general surrounding area within 10 feet, must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, broken glass, bugs, cobwebs, etc. are remaining. Nothing must accumulate in or around these areas. Do not sweep debris out into the grass area, pick it up.

Check for ant/bug infestation and notify City staff (231-922-4900 Ext. 122) immediately if any infestation is discovered.

Graffiti: Less offensive graffiti can be cleared immediately by cleaning supplies. Notify the Parks and Recreation Division (231-922-4900 Ext 122) immediately if more offensive graffiti is present. You will be required to take pictures of certain graffiti types as directed by the Parks and Recreation Staff.

Keep all restrooms filled with proper supplies before you leave each restroom.

You **MUST** secure and lock all doors behind you.

Place all trash from parks cleaning in the Load Packer or dumpster located behind Department of Public Services building. Dispose of all cardboard in the Recycle Bin located behind the Department of Public Services building.

PARK FACILITIES INSIDE CLEAN – WEEKLY **Day of the week to be determined with Parks Division Staff**

Sweep, wash, then scrub restroom floors and baseboards with a machine buffer (i.e., power scrubber and power edger). Special attention must be paid to dirt and grime around moldings, stall pillars, toilets and corners. Sand and dirt accumulate in the corners. Make sure all materials are removed from corners before you begin cleaning and disinfecting.

After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, countertops, floors, doors, fixtures, vents, walls, etc.) that will leave a pleasant odor.

Place all trash from parks cleaning in the Load Packer or dumpster located behind the Department of Public Services building. Dispose of all cardboard in the Recycle Bin located behind the Department of Public Services building.

SPECIAL CLEANING TREATMENT (ie: shock treatment) BEGINNING AND END OF SEASON AND (ON AN AS NEEDED BASIS).

HICKORY HILLS LODGE – SKI SEASON – DAILY

NON-SKI SEASON – WEEKLY Day of the week to be determined with Hickory Hills Staff

LODGE INSIDE & OUTSIDE CLEAN

All toilets and urinals must be cleaned and disinfected inside and out, under basin, to the floor and around base at floor. NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS, OR IN FRONT OF URINALS.

Urinal fresheners must be replaced before completely out.

All sinks. Pay particular attention to areas around and under faucets or around sink drain. No residue is to remain around faucets or drain.

Wipe down wall under paper towel dispenser.

All items hanging on or from the walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers, etc.). Keep soap dispensers filled at all times.

Urinal fresheners must be replaced before completely out.

All wastebaskets and sanitary receptacles are to be emptied. Liners are to be replaced daily. Clean and disinfect.

Wipe out storage cubbies and throw out any trash.

All tables and benches including table legs and bench supports must be wiped down and disinfected.

All floors. Sweep/vacuum and mop with a cleaner, then use a disinfectant that leaves a pleasant order.

Vacuum all rugs and carpeting. Vacuum carpet around the snack bar area.

Vacuum hearth area around the fire place.

Dust overhead galvanized stainless duct work with a Swiffer Duster with an extender or similar cleaning device. (do not need to get up on ladder)

Drinking fountains must be cleaned and disinfected.

Keep all inside areas; walls, wall vents above toilet stalls, floors, ceilings, ceiling vents baseboards, window sills, partitions, and both sides of doors, etc., clear of dust, dirt and grime buildup, cob webs, bugs, writing, etc.

Clean glass on all entry and exit doors (4 sets).

Graffiti: Less offensive graffiti can be cleared immediately by cleaning supplies. Notify the Hickory Hills Manager immediately if more offensive graffiti is present. Take pictures of the graffiti prior to cleaning.

Clean and keep clear of dust, bugs, etc. all exterior light fixtures. No bugs should show through from inside the lights.

Check for ant/bug infestation and notify Hickory Hills staff IMMEDIATELY if any infestation is discovered.

Keep all restrooms filled with proper supplies before you leave each restroom.

Hickory Hills Lodge kitchen is exempt from any cleaning responsibilities.

The entrance doors, entrance eaves, vestibule windows, sidewalks and general surrounding area within 10 feet, must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas.

Service hallway: sweep and mop with a cleaner, then use a disinfectant that leaves a pleasant odor.

You **MUST** secure and lock all doors behind you.

Place all trash from Hickory Hills cleaning in the dumpster located adjacent to the Lodge.

LODGE INSIDE CLEAN – SKI SEASON – WEEKLY, NON-SKI SEASON – MONTHLY
Day of the week/month to be determined with Hickory Hills staff

After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, counter tops, floors, doors fixtures, vents, walls, ceilings, etc.) that will guarantee a pleasant odor.

MAINTENANCE BUILDING RESTROOMS - DAILY

Public facing restroom outside and employee restroom inside to be cleaned daily. Follow instruction for restroom cleaning under Lodge Inside and Outside Clean above.

MAINTENANCE BUILDING RESTROOMS - SKI SEASON – WEEKLY, NON-SKI SEASON – MONTHLY **Day of the week/month to be determined with Hickory Hills staff**

After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, counter tops, floors, doors fixtures, vents, walls, ceilings, etc.) that will guarantee a pleasant odor. ie: shock treatment

HICKORY HILLS LODGE - SPECIAL EVENT CLEANING - TBD

LODGE INSIDE & OUTSIDE CLEAN – POST EVENT CLEAN UP:

All toilets and urinals must be cleaned and disinfected inside and out, under basin, to the floor and around base at floor. NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS, OR IN FRONT OF URINALS.

Urinal fresheners must be replaced before completely out.

All sinks. Pay particular attention to areas around and under faucets. No residue is to remain around faucets and drain.

All floors. Sweep/vacuum and mop with a cleaner, then use a disinfectant that leaves a pleasant odor.

Vacuum all rugs and carpeting. Vacuum carpet around the snack bar area.

Vacuum hearth area around the fire place.

All items hanging on or from walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers, etc.). Keep soap dispensers filled at all time.

All wastebaskets and sanitary receptacles are to be emptied. Liners are to be replaced. Clean and disinfect.

After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, counter tops, floors, doors fixtures, vents, walls, ceilings, etc.) that will guarantee a pleasant odor.

Keep all restrooms filled with proper supplies before you leave each restroom.

Drinking fountains cleaned and disinfected.

Keep all inside areas; walls, wall vents above toilets stalls, floors, ceiling, ceiling vents, baseboards, window sills, partitions and both sides of doors, etc., clear of dust, dirt and grime buildup, cob webs, bugs, writing, etc.

Check for ant/bug infestation and notify Hickory Hills Manager immediately if any infestation is discovered.

Hickory Hills Lodge kitchen is exempt from any cleaning responsibilities.

The entrance doors, entrance eaves, vestibule windows, sidewalks and general surrounding area within 10 feet, must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas.

Clean and keep clear of dust, bugs, etc. all exterior light fixtures. No bugs should show through from inside the lights.

Graffiti: Less offensive graffiti can be cleared immediately by cleaning supplies. Notify the Hickory Hills Manager immediately if more offensive graffiti is present. Take pictures of the graffiti prior to cleaning.

Service hallway: sweep and mop with a cleaner, then use a disinfectant that leaves a pleasant odor.

You **MUST** secure and lock all doors behind you.

Place all trash from Hickory Hills cleaning in the dumpster located adjacent to the Lodge.

MARINA

MARINA FACILITIES INSIDE & OUTSIDE CLEAN - DAILY:

Toilets and countertops - cleaned and disinfect daily. All toilets must be cleaned and disinfected inside and out, under basin, to the floor and around base at floor. NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS, OR IN FRONT OF URINALS. Wipe down countertops and disinfect.

Urinal fresheners must be replaced before completely out.

All sinks. Pay particular attention to areas around and under faucets. No residue is to remain around faucets. Clean and disinfect.

All floors. Sweep and mop with a cleaner, then use a disinfectant that leaves a pleasant odor.

Marina showers, including shower curtain (wipe down daily) and all tiled areas, keeping them free of all grime and mold buildup. Tiled areas include walls, floors, and corners. Clean and disinfect.

All items hanging on or from the walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers, etc.). Keep soap dispensers filled at all times. Clean and disinfect.

Drinking fountains – clean and disinfect.

All wastebaskets and sanitary receptacles are to be emptied. Plastic liners must be replaced daily. Clean and disinfect.

Keep all inside areas; walls, wall vents above toilet stalls, floors, ceilings, ceiling vents, baseboards, window sills, partitions, and both sides of doors, etc., clear of dust, dirt and grime buildup, cob webs, bugs, writing, etc.

Vacuum all rugs and carpeting.

Check for ant/bug infestation and notify City staff (231-922-4906) immediately if any infestation is discovered.

Clean laundry room floors, walls, counter top, empty trash, replace paper towel.

Clean kitchen area in boaters' lounge, empty trash, clean kitchen sink.

Keep all restrooms filled with proper supplies before you leave each restroom.

The entrance doors, entrance eaves, windows (if any), sidewalks, and general surrounding area within 10 feet, must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas. Do not sweep out into the grass area, pick it up.

Clean and keep clear of dust, bugs, etc. all exterior light fixtures. No bugs should show through from inside the lights.

Graffiti: Less offensive graffiti can be cleared immediately by cleaning supplies. Notify the Marina Dockmaster (231-922-4906) immediately if more offensive graffiti is present. Take pictures of the graffiti prior to cleaning.

You **MUST** secure and lock all doors behind you.

MARINA FACILITIES INSIDE CLEAN - WEEKLY: Day of the week to be determined with Marina Staff

Sweep, wash, then strip restroom floors and base-boards with a machine buffer (i.e., power scrubber and power edger). Special attention must be paid to dirt and grime around moldings,

stall pillars, toilets, and corners. Sand and dirt accumulate in the corners. Make sure all materials are removed from corners before you begin cleaning, and disinfecting. **NO RESIDUE IS TO REMAIN.**

After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, counter tops, floors, doors, fixtures, vents, walls, ceilings, etc.) that will guarantee a pleasant odor.

MARINA FACILITIES CLEAN – MONTHLY: Day of the week to be determined with Marina Staff:

WET SCRUB – all tile floors

SPECIAL CLEANING TREATMENT (ie: shock treatment) BEGINNING AND END OF SEASON AND (ON AN AS NEEDED BASIS)

MARINA WILL SUPPLY: TOILET PAPER, PAPER TOWELS, HAND SOAP AND WASTEBASKET/TRASH CAN LINERS. **CONTRACTOR WILL SUPPLY ALL OTHER NECESSARY CLEANING SUPPLIES.**

DEPARTMENT OF PUBLIC SERVICES BUILDING

DEPARTMENT OF PUBLIC SERVICES BUILDING FACILITIES CLEAN - DAILY:

Toilets, urinals, tile showers (Men's Locker Room and Women's Locker Room), clean and disinfect. Toilets and urinals must be cleaned and disinfected inside and out, under basin, to the floor and around base at floor. NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS, OR IN FRONT OF URINALS.

Sinks – cleaned and disinfected. Pay particular attention to areas around and under faucets. 1 additional sink in the Garage area. No residue is to remain around faucets.

Wastebaskets and sanitary receptacles must be emptied and liners replaced in all restrooms. Wastebasket upstairs by coffee machine and wastebasket in the room with the sink/icemaker downstairs and downstairs Conference Rooms must be emptied disinfected and liners replaced.

All items hanging on or from the walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers must be cleaned and disinfected.

Floors – (common areas) – Garage – Vacuum everything inside the yellow safety line surrounding the Men's Locker Room (including the stairway, under the stairway and landing), men's and women's restroom/locker room floors, lobby area, vestibule in lobby, lobby bathroom, the small bathroom under stairs, and the coffee room. Mop all locker room and restroom floors and disinfect. Pick up rugs and vacuum under them and replace.

Picnic tables in Vehicle Parking area and in the Parks Room – clean and disinfect.

Microwaves – 1 in Vehicle Parking area, 1 in Coffee room, 1 in Upstairs Conference area, 2 in the Garage breakroom, 1 in the Parks Room - clean and disinfect.

Clean outside and inside of front entrance vestibule of debris and cobwebs.

Drinking fountains must be cleaned and disinfected, 1 in the vehicle parking area and 1 in the Garage area.

Eye Wash Station in Garage area - clean and disinfect.

Do not empty **Recycle** wastebaskets.

Empty (2) large trash cans in the Vehicle Parking area and (1) large trash can in the Garage Break Room and (1) large trash can in the Garage area into the Load Packer or Dumpster in the back of the building.

Check for ant/bug infestation and notify City staff immediately if any infestation is discovered.

Place all trash from cleaning in the Load Packer or dumpster located behind the Department of Public Services building. Dispose of all cardboard in the Recycle Bin located behind the Department of Public Services building.

You **MUST** secure and lock all doors behind you.

Keep all restrooms filled with proper supplies before you leave each restroom

DEPARTMENT OF PUBLIC SERVICES BUILDING FACILITIES CLEAN - WEEKLY:
Day of the week to be determined with DPS Staff

Wastebaskets in offices upstairs and downstairs including Chief Mechanics Office and Stores Clerk Office must be emptied disinfected and liners replaced.

Clean Vestibule windows and entrance way as well as the glass partition inside and outside.

Clean and keep clear of dust, bugs, etc. all interior surfaces of light fixtures, walls and ceiling vents. No bugs should show through from inside the lights.

Keep all inside areas, walls, ceiling, baseboards, window sills, partitions, floors, and both sides of doors, etc., clear of dust, dirt and grime buildup, cobwebs, bugs, writing, graffiti.

Vacuum the three offices, front office and two conference rooms, on the first floor, all seven second floor offices, common areas and conference area. Vacuum under desks. Mop all ceramic flooring. Pick up rugs, vacuum, then replace rugs. Dust areas that are available.

In the Vehicle Parking area of the Garage, sweep and mop everything inside the yellow safety line surrounding the Men's Locker Room (including the stairway, under the stairway and landing).

Chief Mechanics Office in the Garage area – vacuum and mop floors, wipe down and disinfect countertop and dust.

Stores Clerk Office in the Garage area – vacuum and mop floors, wipe down and disinfect countertop and dust.

Garage Parts Room – vacuum and mop floors and stairway.

Garage Break Room – vacuum and mop floors, wipe down and disinfect countertop, table, clean microwave, empty trash can, replace liner.

All entrance doors, entrance eaves, sidewalks, and general surrounding area must be cleaned so that no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas. The "surrounding area" is considered approximately 10 feet from facility.

DEPARTMENT OF PUBIC SERVICES BUILDING FACILITIES CLEAN - EVERY THREE MONTHS: Day of the week to be determined with DPS Staff

Sweep, wash and then strip **ceramic** floors and baseboards including main lobby, first floor offices (2), hallways and restroom with a machine buffer (ie: power scrubber and power edger). Make sure all materials are removed from corners before you begin cleaning, disinfecting and sealing with a non-slip high gloss floor finish product. No residue is to remain.

Sweep, wash and then strip **vinyl** floors and baseboards including first floor restroom (in Garage area), Men's Locker Room and Women's Locker Room with a machine buffer (ie: power scrubber and power edger). Special attention must be paid to dirt and grime around moldings, stall pillars, toilets and corners. Make sure all materials are removed from corners before you begin cleaning, disinfecting and waxing/sealing with a non-slip high gloss floor finish product. No residue is to remain.

After cleaning all restrooms/locker rooms use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, counter tops, floors, doors, fixtures, vents, walls, ceilings, etc.) that will leave a pleasant odor.

TRAVERSE CITY PARKING SERVICES RESTROOMS – Daily

Park Street Restroom

Restroom #1 – 1 urinal, 1 toilet, 2 sinks

Restroom #2 – 2 toilets, 2 sinks

Restroom #3 – 1 toilet, 1 sink

Old Town Parking Structure

Restroom #1 – 1 toilet, 1 sink

Restroom #2 – 1 toilet, 1 sink

All toilets must be cleaned and disinfected inside and out, under basin, to the floor, and around base at floor. NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS, OR IN FRONT OF URINALS. Wipe down countertops and disinfect.

Urinal fresheners must be replaced before completely out.

All sinks. Pay particular attention to areas around and under faucets. No residue is to remain around faucets. Clean and disinfect.

All toilet rolls and hand towels will be re-stocked and waste baskets (where provided) and sanitary receptacles are to be emptied. Plastic liners must be replaced daily. Clean and disinfect.

All floors. Sweep (sweep first), vacuum, mop with a cleaner, and then use a disinfectant that leaves a pleasant odor on floors and baseboards.

All items hanging on or from the walls (i.e., partitions, mirrors, paper holders, hand dryers, soap dispensers must be cleaned and disinfected.

Keep all inside areas; walls, ceiling, ceiling vents, baseboards, window sills, partitions, floors, and both sides of doors, door knobs, etc., clear of dust, sand, dirt and grime buildup, cobwebs, bugs, writing, graffiti, etc.

Drinking fountains – clean and disinfect.

Clean and keep clear of dust, bugs, etc. all exterior and interior surfaces of light fixtures. No bugs should show through from inside the lights.

The entrance doors, entrance eaves, windows (if any), sidewalks, and general surrounding area must be cleaned so that no spots show on glass and no sand, litter, cigarette butts, broken glass, bugs, cobwebs, etc. are remaining. Nothing must accumulate in or around these areas. Depending on the facility, “surrounding area” is considered approximately 5 to 10 feet from facility.

Check for ant/bug infestation and notify TCPS staff immediately if any infestation is discovered.

Graffiti: Less offensive graffiti can be cleared immediately by cleaning supplies. Notify Traverse City Parking Services immediately if more offensive graffiti is present. You will be required to take pictures of certain graffiti types as directed by the TCPS staff.

Keep all restrooms filled with proper supplies before you leave each restroom.

You **MUST** secure and lock all doors behind you.

TRAVERSE CITY PARKING SERVICES - WEEKLY: Day of the week to be determined with TCPS Staff

Dust mop, wash, then scrub restroom floors and baseboards. Special attention must be paid to dirt and grime around moldings, stall pillars, toilets and corners. Sand and dirt accumulates in the corners. Make sure all materials are removed from corners before you begin cleaning and disinfecting.

After cleaning, use a germicidal spray treatment covering the entire restroom (including all partitions, sinks, countertops, floors, doors, fixture, vents, wall, etc.) that will leave a pleasant odor.

Urinal fresheners must be replaced before completely out.

TRAVERSE CITY PARKING SERVICES SPECIAL EVENTS – TBD

The entrance doors, entrance eaves, windows (if any), sidewalks, and general surrounding area must be cleaned and no sand, litter, cigarette butts, broken glass, bugs, cobwebs, etc. are remaining. Nothing must accumulate in or around these areas. Depending on the facility, “surrounding area” is considered approximately 5 to 10 feet from facility.

All toilet rolls and hand towels will be re-stocked and waste baskets (where provided) and sanitary receptacles are to be emptied. Plastic liners must be replaced daily. Clean and disinfect.

Clean off all smudges to mirrors, hand dryers, etc., and if needed, clean and disinfect toilets.

THE FOLLOWING SPECIAL REQUESTS (MAY BE DONE ON AN AS-NEEDED BASIS)

“WET SCRUB”, SPECIAL CLEANING TREATMENTS, AND/OR ANTIBACTERIAL TREATMENTS

**TRAVERSE CITY PARKING SERVICES WILL SUPPLY: TOILET PAPER, TOILET PAPER DISPENSERS, PAPER TOWEL, PAPER TOWEL DISPENSERS, HAND SOAP, HAND SOAP DISPENSERS AND WASTEBASKET/TRASH CAN LINERS.
CONTRACTOR WILL SUPPLY ALL OTHER NECESSARY CLEANING SUPPLIES.**

CARNEGIE BUILDING – One night per week (to be coordinated with tenant)

Vacuum, sweep and mop the entryway, common hallways (including in the Carnegie lower level) and lobbies on all floors, all stairways up and down (including down to the Carnegie lower level) and bathrooms on the main and lower level, including the Carnegie lower level.

Reynolds – Jonkohff Boardroom in the Carnegie lower level - vacuum, dust all surfaces, including chairs, clean glass top on large conference table.

Restrooms - 1 on the main floor 2 (large) in the lower level and 1 in the Carnegie lower level, sinks, toilets, countertops - clean and disinfect. All mirrors – clean with a glass cleaner. All toilets must be cleaned and disinfected inside and out, under basin, to the floor, and around base at floor. **NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS OR IN FRONT OF URINALS.**

Walls where soap dispensers are located are to be wiped clean and disinfected.

Sinks – clean and disinfect. Pay particular attention to areas around and under faucets. No residue is to remain around faucets. 1 in kitchen, 1 in main floor restroom and 2 in lower level restrooms, 1 in the Carnegie lower level restroom.

Keep all restrooms filled with proper supplies before you leave each restroom.

Clean and disinfect kitchen, including countertops and stove.

Empty wastebaskets and large trash can in kitchen. Liners are to be replaced. Clean and disinfect.

Clean the glass on the entry doors.

Clean and keep clear of dust, bugs, etc. all interior surfaces of light fixtures, walls and ceiling vents. No bugs should show through from inside the lights.

Drinking fountains - Clean and disinfect.

Check for ant/bug infestation and notify City staff immediately if any infestation is discovered.

Keep Vestibule clear of cobwebs

You **MUST** secure and lock all doors behind you

Place all trash from cleaning in the Load Packer or dumpster located behind the Department of Public Services building. Dispose of all cardboard in the Recycle Bin located behind the Department of Public Services building.

CARNEGIE BUILDING - EVERY TWO MONTHS: (to be coordinated with tenant)

Inside: Keep all inside areas, vestibule, walls, ceiling, baseboards, window sills, partitions, floors, and both sides of doors, etc., clear of dust, dirt and grime buildup, cobwebs, bugs, etc.

Outside: The entrance doors, entrance eaves, window sills, sidewalks, and general surrounding area must be cleaned so that no spots show on entryway glass and no sand, litter, cigarette butts, bugs, cobwebs, etc. are left. Nothing must accumulate in or around these areas. The "surrounding area" is considered approximately 10 feet from entrance area.

CARNEGIE BUILDING - EVERY SIX MONTHS (to be coordinated with tenant)

Vacuum, wash and then strip restrooms, kitchen, hallways, stairways, and lobby floors and baseboards on both levels with a machine buffer (i.e., power scrubber and power edger). Special attention must be paid to dirt and grime around moldings, stall pillars, toilets, and corners. Make sure all materials are removed from corners before you begin cleaning, disinfecting, and then waxing with a non-slip high gloss floor finish product

OAKWOOD CEMETERY OFFICE AND MAINTENANCE BUILDING – One night per week to be coordinated with Cemetery Sexton

Restrooms - 1 in the Office and 1 in the Maintenance Building - sinks, toilets, fiberglass shower - clean and disinfect inside and out. All toilets must be cleaned and disinfected inside and out, under basin, to the floor, and around base at floor. NO URINE STAINS OR RESIDUE ARE TO BE LEFT IN TOILET BOWLS. Walls where soap dispensers are located are to be wiped clean and disinfected.

All sinks. Pay particular attention to areas around and under faucets. No residue is to remain around faucets. 1 in Office, 1 in Utility closet, 1 in Breakroom and 1 in Garage.

Vacuum, sweep and mop the entire office, Maintenance Building Breakroom and Restroom floor. Pick up rugs, clean underneath and replace.

Clean all mirrors with a glass cleaner.

Empty all wastebaskets and replace liners. Clean and disinfect.

Office counter top – clean and disinfect.

Office chairs, chair legs, tables and table legs are to be wiped down.

Clean and disinfect breakroom tables, countertops, clean windowsills.

Microwaves – 1 in Office, 2 in Breakroom – clean and disinfect.

Dust Office (areas that are available), Maintenance Building shelving, Maintenance Building Restroom shelving and wipe down bench in Restroom.

Clean all switches and wall plates of handprints.

Place all trash from cleaning in the dumpster located by the office.

Keep all restrooms filled with proper supplies before you leave each restroom.

You **MUST** secure and lock all doors behind you

**OAKWOOD CEMETERY OFFICE AND MAINTENANCE BUILDING FACILITIES –
EVERY THREE MONTHS to be coordinated with Cemetery Sexton**

Sweep, wash and then strip **ceramic** floors and baseboards (where applicable) including office, restroom and two closets and Maintenance Building restroom and breakroom, with a machine buffer (ie: power scrubber and power edger). Make sure all materials are removed from corners before you begin cleaning, disinfecting and sealing with a non-slip high gloss floor finish product. No residue is to remain. You may choose the night to accomplish this task. You must notify DPS staff of the night you choose.

INQUIRIES

INQUIRIES

It is the responsibility of each participating Vendor to insure that their interpretation of the specifications in this bid is consistent with that of the City.

**Please direct any questions concerning these specifications to
Michelle Hunt or Sheila Dodge at 231-922-4900 Ext. 114 or 144,
between the hours of 8:00 a.m. and 4:00 p.m. weekdays.
Nicole VanNess, Traverse City Parking Services at 231-486-5938
weekdays.**

TWO (2) COPIES OF A SEALED BID CLEARLY MARKED "DPS CLEANING" MUST BE RECEIVED AT THE FOLLOWING LOCATION NO LATER THAN WEDNESDAY, APRIL 19, 2023 AT 2:00 P.M.

Kim Sheridan, City Manager's Office
2nd Floor, Governmental Center
400 Boardman Avenue, Traverse City MI 49684

Only the successful Contractor will be notified. If you so desire, you may call for results.

Bidder - Please complete and return

SUMMARY

Sheet A

**TITLE: Cleaning Services for the Department of Public Services Division -
Parks & Recreation Department, Hickory Hills, Carnegie Building, Clinch
Park Marina, Oakwood Cemetery and Traverse City Parking Services**

DUE DATE: April 19, 2023 at 2:00 PM

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

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

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

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

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

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

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or

(e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

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

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

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

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

BID: THE DEPARTMENT OF PUBLIC SERVICES DEPARTMENT, PARKS AND RECREATION DIVISION, OAKWOOD CEMETERY, CARNEGIE BUILDING, MARINA AND TRAVERSE CITY PARKING SERVICES WILL HAVE THEIR FACILITIES CLEANED ACCORDING TO THESE SPECIFICATIONS FOR A PERIOD OF THREE YEARS WITH THE POSSIBILITY OF (3) ONE YEAR EXTENSIONS AT THE COST OF:

PARKS

Park Restrooms Normal Cleaning (7 nights cleaning)
(including Holidays) Usually end of April through October

Total Per Day \$ _____

Special Events Per Day Per Restroom Building
(usually 1:00 p.m. to 5:00 p.m. or 6:00 p.m. to 10:00 p.m.)

Total Per Day \$ _____

Special Events Weekends Per Day per Restroom Building
East Bay, Clinch, Bryant and West End – (1:00 p.m.to 5:00 p.m.
or 6:00 p.m. – 10:00 p.m.)

Total Per Day \$ _____

Cherry Festival Per Day (Extra Cleaning) per Restroom Building
Usually Clinch, Bryant and West End - Usually late June through
mid July (Time to be determined by Parks Staff)

Total Per Day \$ _____

*Wet Scrub

Per Treatment \$ _____

*Special Cleaning Treatments

Per Treatment \$ _____

MARINA

Marina Facilities (7 nights cleaning) from Memorial Day to
September 30th, (12:00 a.m. to 6:00 a.m.)

Total Per Day \$ _____

Marina Facilities (3 nights cleaning) from May 15th to Memorial Day
and October 1st to October 20th, (12:00 a.m. to 6:00 a.m.)

Total Per Day \$ _____

Cherry Festival Per Day (Extra Cleaning) per Restroom Building
(8 days, 2 times per day) Usually late June through mid-July
(Time to be determined by Marina Staff)

Total Per Day \$ _____

*Wet Scrub

Per Treatment \$ _____

*Special Cleaning Treatments

Per Treatment \$ _____

DEPARTMENT OF PUBLIC SERVICES BUILDING

DPS Building (5 nights per week Monday through Friday
(6:00 p.m. to 11:00 p.m.)

Total Per Month \$ _____

DPS Building (extra cleaning 1 night per week)
See Description (6:00p.m. to 11:00p.m.)

Total Per Month \$ _____

DPS Building overall clean, strip/wax every three months
1 night cleaning (6:00 p.m. to 11:00 p.m.)

Total Per Cleaning \$ _____

*Wet Scrub/Shock Treatment

Total Per Treatment \$ _____

CARNEGIE BUILDING

Carnegie Building, (1 night per week)
(6:00p.m. to 11:00p.m.)

Total Per Month \$ _____

Carnegie Building (extra cleaning every 2 months
1 night (6:00p.m. to 11:00p.m.)

Total Per Month \$ _____

Carnegie Building overall clean strip/wax every six months
1 night (6:00p.m. to 11:00p.m.)

Total Per Cleaning \$ _____

HICKORY HILLS

Hickory Hills Lodge **Ski Season** (7 nights per week
(including Holidays) approx..
Dec 1 – March 31 (10:00p.m. to 6:00a.m.)

Total Per Day \$ _____

Hickory Hills Lodge Non Ski Season (1 night per week)
April 1 – Nov 30 (11:00p.m. to 6:00a.m.)

Total Per Day \$ _____

Hickory Hills Maintenance Restroom (7 nights per week,
year round) (11:00 p.m. to 6:00 a.m.)

Total Per Day \$ _____

Hickory Hills Lodge for post-event cleaning (per diem,
Based on Event Schedule, night cleaning, April 1 – Oct 31)

Total Per Day \$ _____

OAKWOOD CEMETERY

Oakwood Cemetery Office and Maintenance
Building (1 night per week)
(6:00 p.m. to 6:00 a.m.)

Total Per Day \$ _____

TRAVERSE CITY PARKING SERVICES RESTROOMS

Summer Schedule Normal Cleaning
(all 7-night cleaning, including Holidays)
May1 – September 30

Total Per Day \$ _____

Winter Schedule Normal Cleaning
(all 7-night cleaning, including some
Holidays)
October 1 – April 30

Total Per Day \$ _____

Special Events TBD

Total Per Day \$ _____

Special Weekends TBD

Total Per Day \$ _____

Submitted by:

Signature

Company Name

Name and Title (Print)

Company Address

Phone

Fax

City,

State,

Zip

Email Address

Sole proprietorship/partnership/corporation

If corporation, state of corporation

REFERENCES

How many years has your organization been involved in the cleaning and maintaining of restrooms, industrial spaces and office spaces?

Please provide a statement of the Contractor's previous experience and professional qualifications:

Specify any items not possible to accomplish within the above specifications:

List the companies that your organization has experience providing cleaning services.

(include name of organization, address, contact person, phone number, email address and length of time services have been performed).

1. Company Name & Address: _____
Contact Person: _____ Phone Number: _____
E-Mail Address: _____ Length of Service: _____

2. Company Name & Address: _____
Contact Person: _____ Phone Number: _____
E-Mail Address: _____ Length of Service: _____

3. Company Name & Address: _____
Contact Person: _____ Phone Number: _____
E-Mail Address: _____ Length of Service: _____

3. Company Name & Address: _____
Contact Person: _____ Phone Number: _____
E-Mail Address: _____ Length of Service: _____

DRAFT
CITY OF TRAVERSE CITY
VENDOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman Ave., Traverse City, Michigan, 49684, (the "City"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Vendor");

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

Cleaning Services: (Parks, Hickory Hills, Oakwood Cemetery, Marina, Garage, Carnegie and Traverse City Parking Services)

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

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

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

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 Vendor 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 Vendor or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Vendor to comply with the provisions of this Agreement. The Vendor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against 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 Vendor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

10. Insurance. The Vendor agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Vendor 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 Vendor is required to name the City as additional insured, and 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 Vendor'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, Vendor 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 Vendor 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 Vendor'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 Vendor shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

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

16. Third Party Participation. The Vendor agrees that despite any subcontract entered into by the Vendor for execution of activities or provision of services related to the completion of this project, the Vendor shall be solely responsible for carrying out the project pursuant to this Agreement. The Vendor shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Vendor in the conduct of the project unless the City Manager and the Vendor agree to modification in a particular case. The Vendor 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 Vendor. The Vendor 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 Vendor's services and duties hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Vendor 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 Vendor. The Vendor 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 Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Vendor at law or under the terms of this Agreement.

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

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 Vendor 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 Vendor 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 Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, 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 Vendor. Copies of the City-furnished data that may be relied upon by the Vendor are limited to the printed copies (also known as hard copies) that are delivered to the Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Vendor are only for convenience of the Vendor. 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 Vendor. 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 Vendor. Files on electronic media of text, data or graphics or of other types that are furnished by the Vendor to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Vendor's seal or the identification of the Vendor in the title block.

30. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Vendor shall not be held liable for any reuse of the documents prepared by the Vendor 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 Vendor recommend further work concerning the project, the City is under no obligation to engage the Vendor 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 Vendor 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.

CITY OF TRAVERSE CITY

By _____
Richard I. Lewis, Mayor

By _____
Benjamin C. Marentette, City Clerk

VENDOR

APPROVED AS TO SUBSTANCE:

Martin A. Colburn, City Manager

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

By _____
Signature

Name and Title (print or type)