

**REQUEST FOR PROPOSAL  
OWNER’S SITE REPRESENTATIVE (OSR) FOR CONSTRUCTION  
ENGINEERING SERVICES  
FOR  
TRAVERSE CITY REGIONAL WASTEWATER TREATMENT PLANT  
(TCRWWTP) IMPROVEMENTS PROJECT**

<b>Advertisement</b>	<b>May 1, 2025</b>
<b>Proposals Due Date:</b>	<b>10:00 a.m., May 22, 2025</b>
<b>Consultant Agreement Awarded</b>	<b>June 2, 2025</b>

**BACKGROUND:**

The City of Traverse City is anticipating approval of the construction guaranteed maximum price from the Progressive Design-Build Team, Commercial Contracting Corporation and Fleis &Vandenbrink (CCC/F&V) for the TCRWWTP Wastewater System Improvements Project at the May 19, 2025 City Commission meeting.

The project is being funded by the State of Michigan’s Clean Water State Revolving Fund (CWSRF) in quarter 3.5 2025 and the construction period is expected to be 36 months. The estimated construction cost is \$38,177,580 including a 6% contingency and will involve matters related to the reconstruction of the TCRWWTP, located at 606 Hannah Avenue. The treatment processes being upgraded include Preliminary Screening, Grit Removal, Primary Treatment, Primary Effluent Pumping and UV Disinfection which is under an EGLE Administrative Consent Order (ACO).

The City seeks to hire an “Owner’s Site Representative” (OSR) to represent the Owner at the Site and assist in observing the performance of the Construction. The OSR shall not be considered a subcontractor, consultant, agent, or employee of the Design-Build Team, but will have a direct contract with the City.

The authority and responsibilities of the OSR in matters related to the Construction shall be coordinated with the Design-Builder’s designated Site representatives. All interactions between the OSR and the Design-Builder’s Construction Subcontractors, Suppliers, or Project Design Professionals must occur through, or with the knowledge and approval of, the Design-Build Team.

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Owner's Site Representative for Construction Engineering Services for  
TCRWWTTP Improvements Project

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The OSR shall not:

1. Authorize any deviation from the Contract Documents or approve substitutions of materials or equipment (including "or-equal" items).
2. Exceed the limitations of the Owner's authority as defined in the Contract Documents.
3. Assume any responsibilities assigned to the Design-Build Team, Construction Subcontractors, Project Design Professionals, or Suppliers.
4. Advise on, issue directions concerning, or take control of the means, methods, techniques, sequences, or procedures of the Work.
5. Advise on, issue directions regarding, or take control of security or safety practices, precautions, or programs related to the activities or operations of the Design-Builder.
6. Accept Submittals from any party other than the Design-Build Team.
7. Exercise any authority regarding the Owner's occupancy of the Construction, whether in whole or in part.

## OSR SCOPE OF WORK:

1. **Schedules**  
Review the Construction Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by or for the Design-Build Team.
2. **Conferences and Meetings**  
Attend meetings with the Design-Build Team and Construction Subcontractors, including preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
3. **Liaison Role**  
Serve as the Owner's liaison:
  - a. With the Design-Build Team regarding Construction activities.
  - b. When the Design-Build Team's operations affect the Owner's on-site operations.
  - c. For Design-Build Team's requests for additional details or clarifications of the Contract Documents.
  - d. Regarding proposed Contract Document modifications, Change Orders, and similar matters.
4. **Submittals**
  - a. Record the date of receipt of Submittals and samples approved by the Design-Build Team.
  - b. Receive samples delivered to the Site by the Design-Build Team and notify the Owner of their availability for examination.
  - c. Notify the Owner and Design-Build Team if any Construction activity requiring a Submittal or sample is about to commence and the required documentation has not been accepted.
5. **Observation of Construction**  
Conduct on-site observations of the Design-Build Team's Construction activities in progress. The expected average part-time onsite construction monitoring required is 20 hours per week.

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### **6. Inspections, Tests, and System Start-ups**

- a. Observe tests, start-ups of equipment and systems, and operating and maintenance training sessions.
- b. Review Design-Build Team's records of tests, equipment/system start-ups, and training.

### **7. Records and Documentation**

- a. Maintain a daily report, diary, or log book documenting:
  - o Design-Build Team's hours on Site
  - o Construction Subcontractors present
  - o Construction photos
  - o Weather conditions
  - o Site visitors
  - o Accidents, emergencies, or delay events
  - o Damage to property or environmental concerns
  - o Equipment or material deliveries
  - o Record contact information for all Construction Subcontractors and major Suppliers.

### **8. Payment Requests**

Review each Construction-related Application for Payment submitted by the Design-Build Team.

- o Confirm compliance with established procedures.
- o Meet with the Design-Build Team to review the Application.
- o Forward the Application with recommendations to the Owner, including commentary on its alignment with:
  - a. The accepted Schedule of Values
  - b. Contract cost provisions
  - c. Construction completed
  - d. Materials/equipment delivered but not yet incorporated
- o Perform Davis Bacon Contractor wage reviews as required by the contract documents

### **9. Certificates, Manuals, and Documentation**

During Construction, review certificates, operation and maintenance manuals, and other documentation required by the Contract Documents.

- o Verify applicability to installed items
- o Deliver documentation to the Owner for review and acceptance before final payment for the associated Work.

### **10. Completion and Close-Out**

- a. Participate in the Owner's Substantial Completion Site visit and assist in preparing the punch list and certificate of Substantial Completion.
- b. Join the final inspection with the Owner and Design-Build Team, assisting with the final punch list of outstanding items.
- c. Observe completion of punch list items, make recommendations regarding final acceptance, and assist in preparing the notice of acceptability of the Work.

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### **SUBMISSION OF PROPOSAL:**

Please provide the following information in your proposal:

1. List of staff that will be dedicated to these projects, including their qualifications and relative recent project experience, as well as their office location.
2. Narrative in which the firm delineates their understanding of what is being requested by the City in this proposal including the items of work they will accomplish for the City, noting any work items they may feel should normally be accomplished under or related to this request, but in their opinion are beyond the scope of what is being requested and therefore not part of this proposal. Include a statement that the firm has reviewed the site conditions, Plans and Specifications. (Attachment D & E)
3. The methodology, approach or work plan, including timelines, which would be used to complete the project.
4. List any assumptions made in preparing the proposal.
5. Proposal Sheet with detailed breakdown of staff hours and hourly rates broken out by each task in the Scope of Work. Include any travel expenses as separate line items.
6. Proposal submittals shall not exceed 10 pages
7. Please email proposal to [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov).

#### Attachments

- A. Sample agreement
- B. Presentation to City Commission on Status Update Dated March 3, 2025
- C. EGLE Part 41 Permit for Construction of Wastewater Systems
- D. Technical Specifications (Google Doc Link)
- E. Plans (Google Doc Link)

**ATTACHMENT A**  
**SAMPLE AGREEMENT**

CITY OF TRAVERSE CITY  
CONSULTANT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 13<sup>th</sup> Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must require the parties to participate in at least one mediation session before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the 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 \_\_\_\_\_.

## **ATTACHMENT B**

# **TRAVERSE CITY REGIONAL WWTP PRIMARY TREATMENT AND UV DISINFECTION IMPROVEMENTS PROJECT**

## **PROGRESSIVE DESIGN BUILD STATUS UPDATE**

**CITY COMMISSION  
REGULAR MEETING**

**MARCH 3, 2025**

# UPDATE AND OVERVIEW

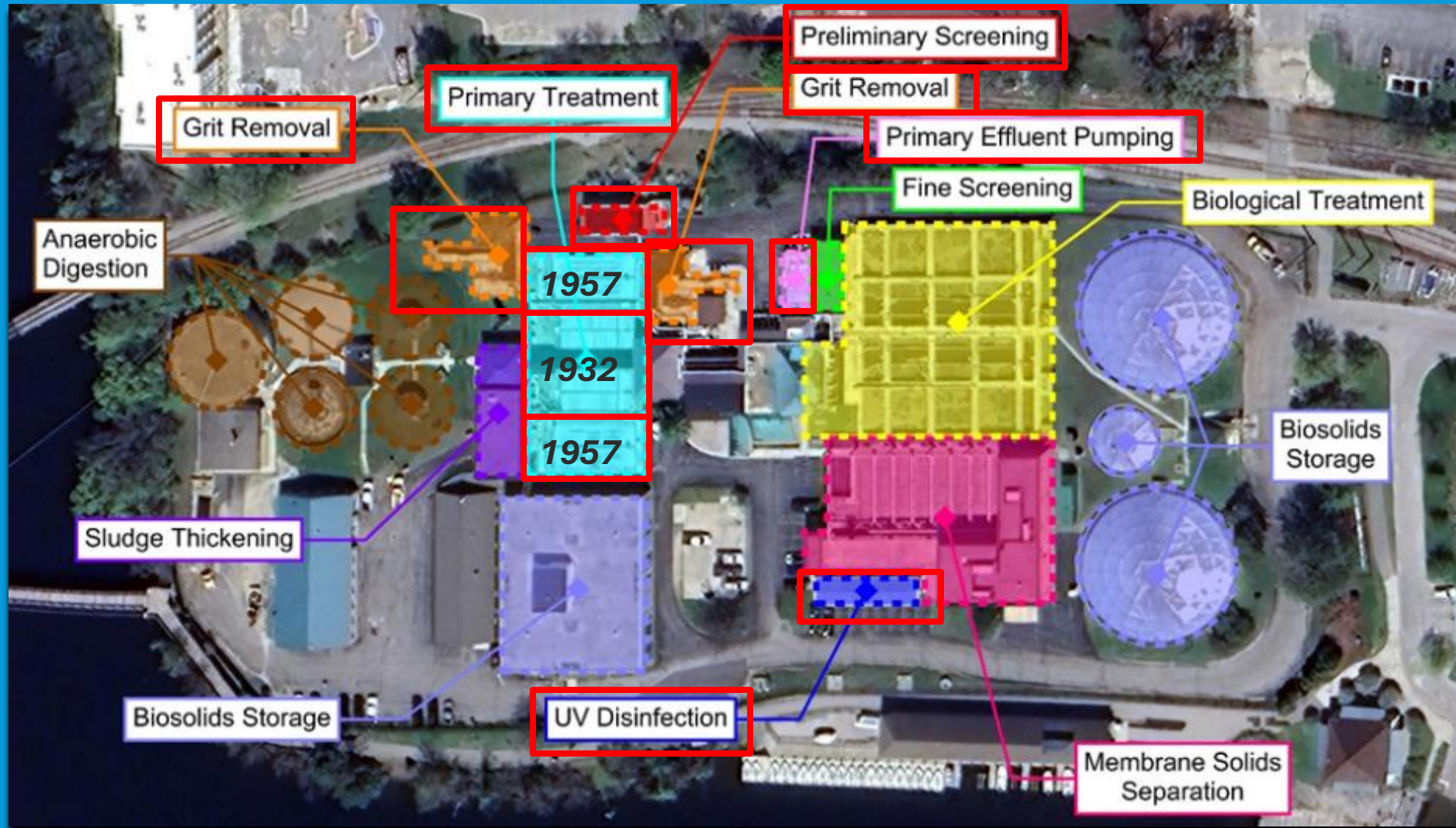


- **Progressive Design-Build Preliminary Stage**
  - Design-Build Team of CCC/F&V
  - City, Jacobs, and HRC (Owner's rep)
- **Project Goals**
  - Replace aging primary treatment
  - Address deficiencies with UV per the ACO
  - Increase reliability of treatment processes
  - Improve hydraulics and process efficiencies
- **Areas Covered**
  - Preliminary Screening (S)
  - Grit Removal (G)
  - Primary Treatment (P)
  - Primary Effluent Pumping (PE)
  - Ultraviolet Disinfection (UV)



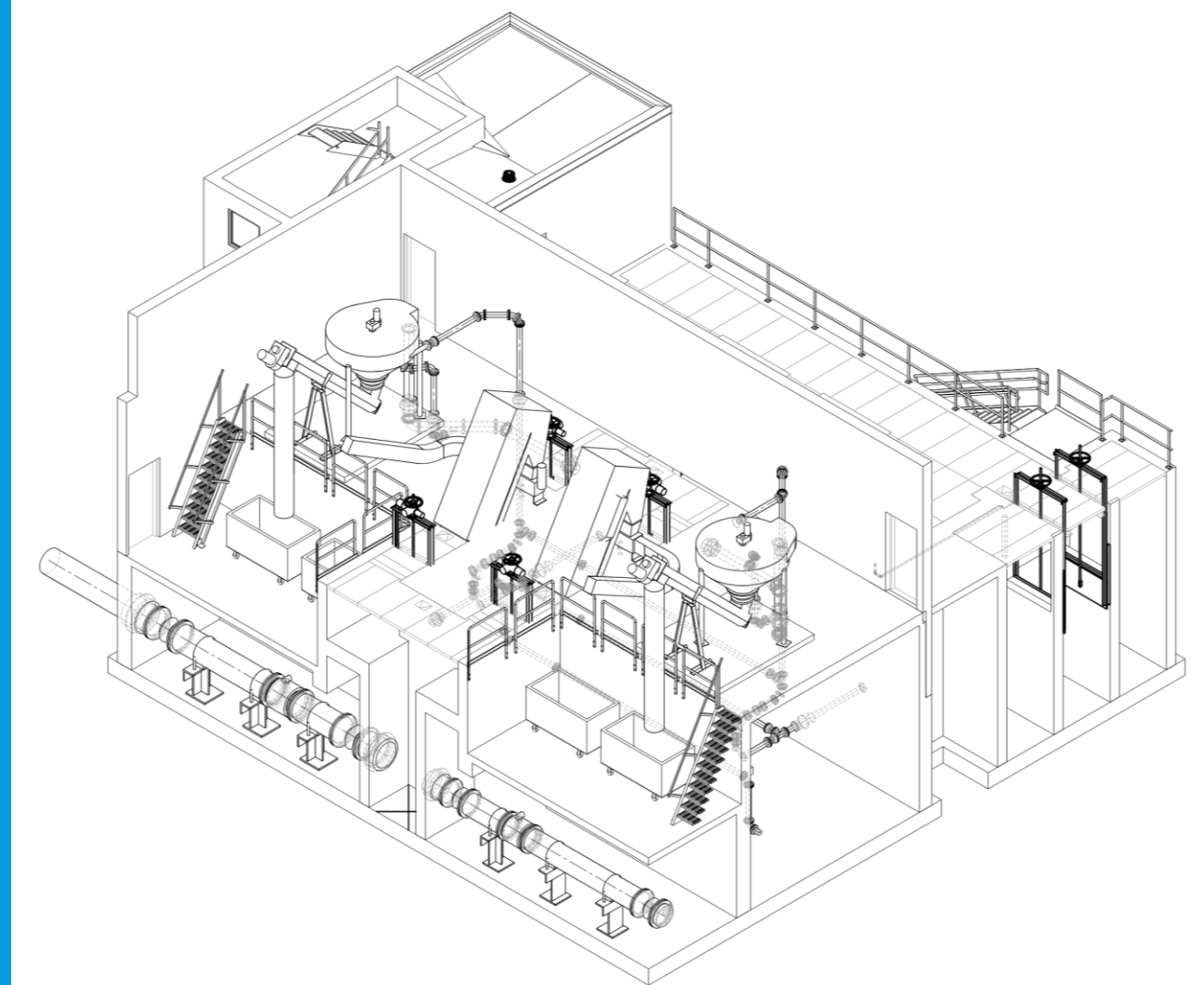


# SITE LAYOUT/PROJECT SUMMARY



# HEADWORKS SCREENING AND GRIT

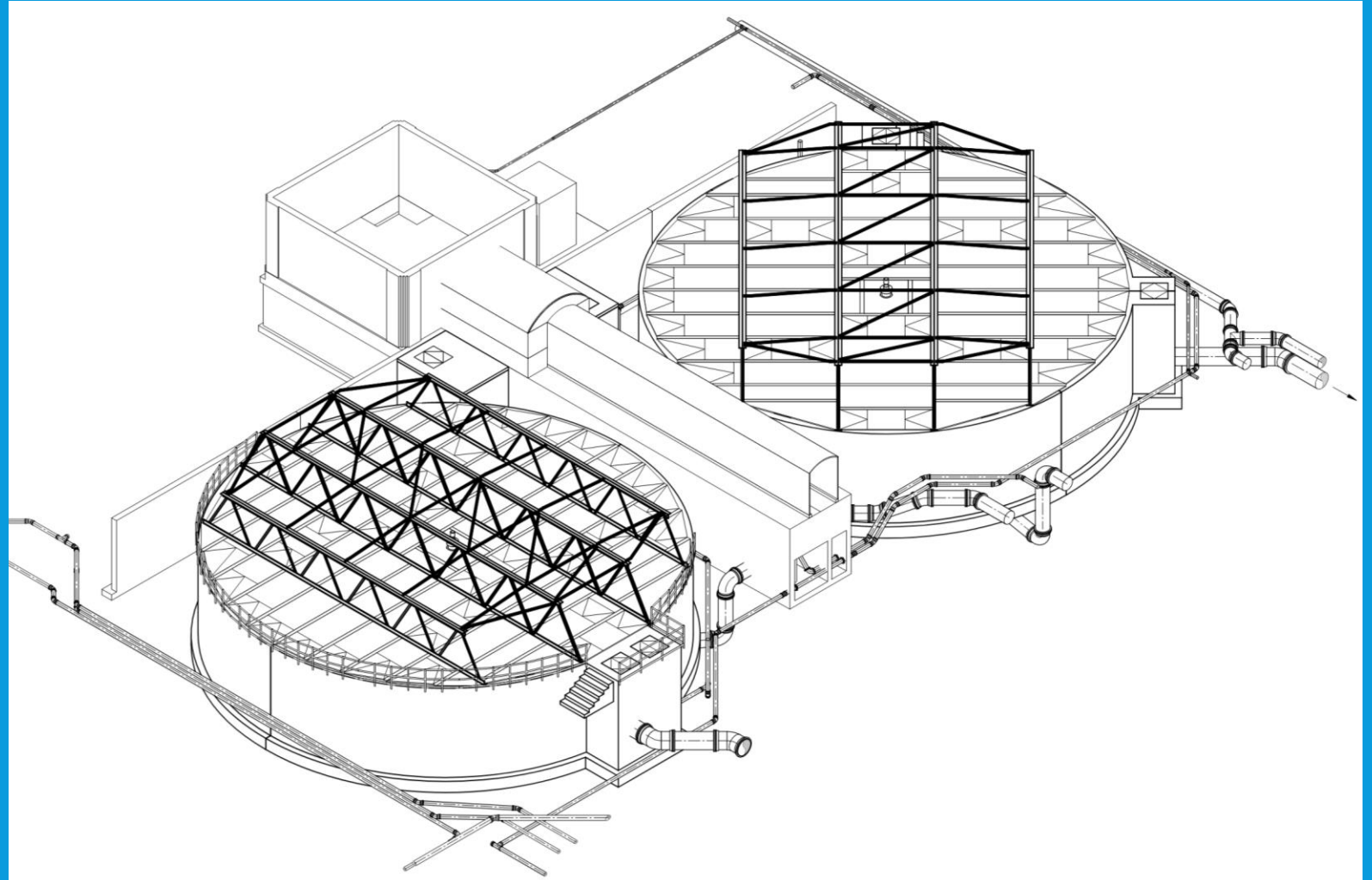
- **New Headworks Building with Screening and Grit System**
- **Preliminary Screening Multi-Rake Bar Screen**
  - Full process redundancy
  - Better design to maintain equipment
  - Better safety
- **Stacked Tray Grit System**
  - Multiple grit tanks
  - Greater grit capture (highest efficiency technology)
  - No submerged equipment
  - Very low maintenance





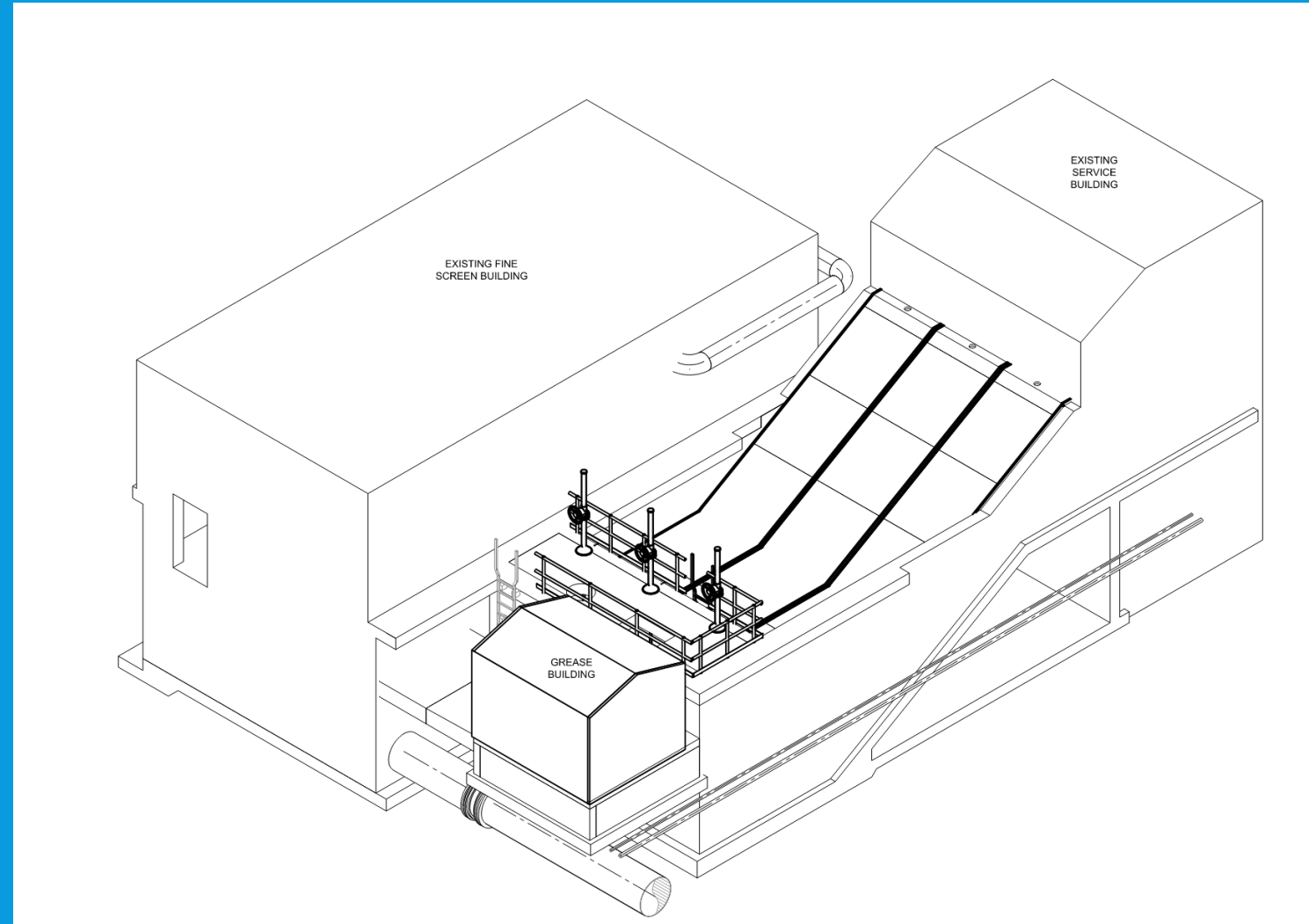
# PRIMARY TREATMENT (P)

- **Two (2) New Circular Clarifiers**
  - Improved treatment and reduced aeration power requirements
  - Lower energy usage and maintenance
  - Better flow/process control and new concrete tanks with covers
  - Designing for high groundwater conditions does require for thicker concrete footings for buoyancy



# PRIMARY EFFLUENT PUMPING (PE)

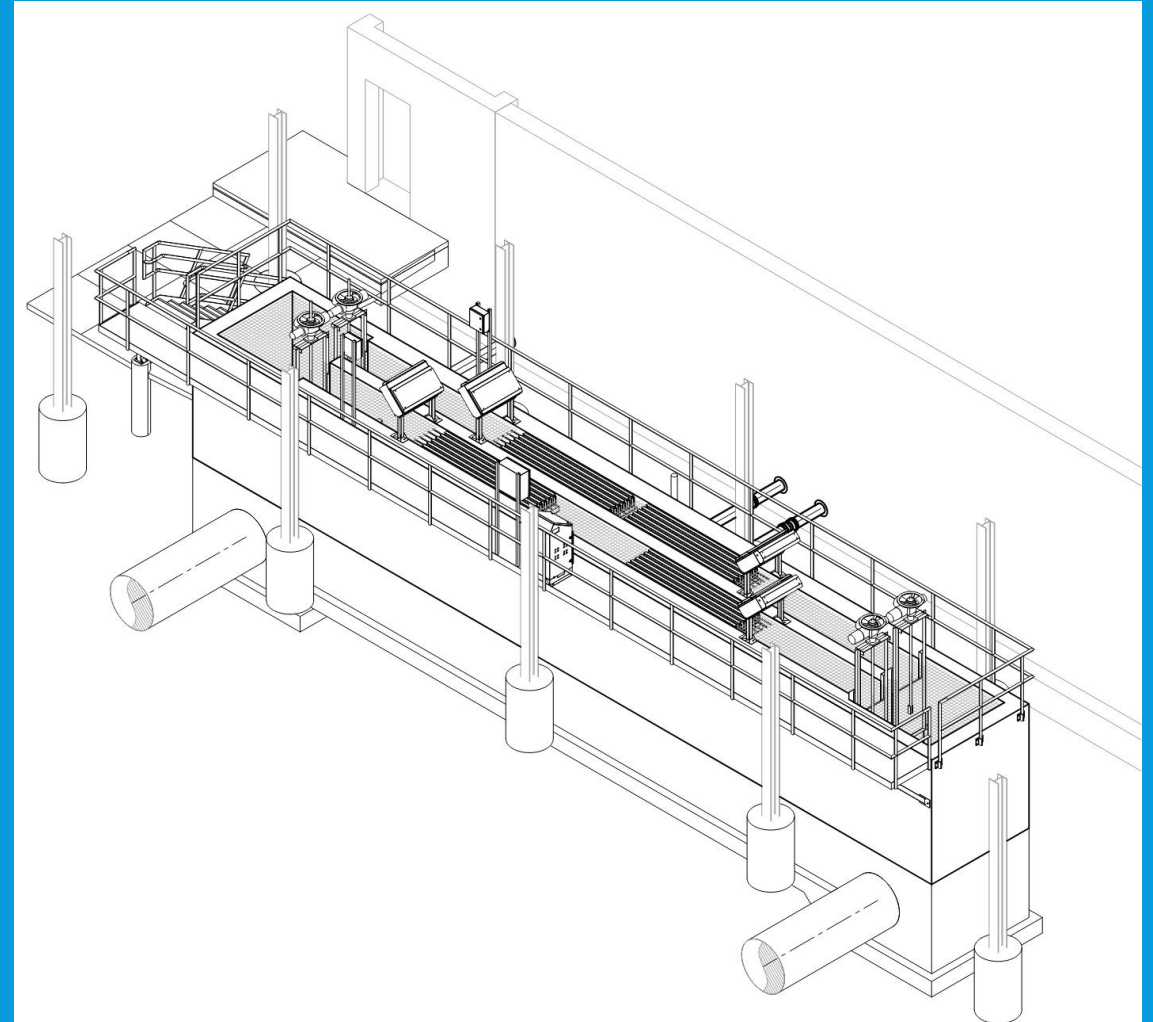
- **Replace Archimedes Screw Pumps in-kind**
  - WWTP has operation and maintenance experience with this type of pump
  - Low horsepower and high efficiency
  - Two of three pumps will be replaced (Pump 1 replaced in 2021)





# ULTRAVIOLET DISINFECTION (UV)

- Addresses requirements of Administrative Consent Order (ACO)
- **Horizontal UV System**
  - Design addresses the hydraulic and treatment requirements stipulated in the ACO
  - Dual channel UV system with elevated controls using the existing UV channels
  - Concrete floors will be raised for this configuration



# 90% COST ESTIMATE



PROCESS AREA	90% BUDGET UPDATE
HEADWORKS	\$18,065,530
PRIMARY CLARIFIER	\$14,369,589
PRIMARY EFFLUENT PUMPS	\$2,022,446
UV DISINFECTION	\$2,291,015
TOTAL COST ESTIMATE	\$36,748,580

**Note:**

1. Includes 2% contingency, up to 6% allowed by EGLE SRF
2. Final Guaranteed Maximum Price (GMP) dependent on bidding of subcontractor trade packages

# PROGRESS DESIGN-BUILD SCHEDULE



Action	Schedule
Preliminary Stage (Design)	January 2024-March 2025
Complete Alternatives Analysis	June 2024
<b>Commission Decision on Recommended Alternative</b>	June 17, 2024
60% Design Review	November 2025
90% Design EGLE Review/Part 41 Submittal (ACO requirement)	January 2025
Complete Final Design	March 2025
Submit Final Part 41 Construction Permit	March 2025
Bid Subcontractor Trade Packages (Electrical, Mechanical, Concrete etc.)	April 2025
Guaranteed Maximum Price (GMP)	May 2025
<b>Resolution of Tentative Award with GMP</b>	<b>June 2, 2025</b>
Loan Closing (CWSRF FY2025 Q3.5)	July 17, 2025
<b>Issue Contract Amendment for Completion Stage</b>	<b>July/August 2025</b>
Construction Period	Fall 2025 to Summer 2028

## **ATTACHMENT C**

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**  
**WATER RESOURCES DIVISION**  
**PERMIT FOR CONSTRUCTION OF WASTEWATER SYSTEMS**

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SITE NAME:	Traverse City WWTP
CONTACT NAME:	Art Krueger
CONTACT PHONE:	231-922-4923
CONTACT EMAIL:	akrueger@traversecitymi.gov
PROJECT COUNTY:	Grand Traverse County

PERMIT NUMBER:	P41005279 v. 1
ISSUED DATE:	April 4, 2025
ISSUED TO:	City of Traverse City
PROJECT NAME:	Traverse City Regional WWTP Improvements
PROJECT LOCATION:	Traverse City, MI

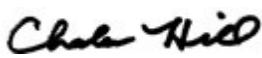
APPLICATION SUBMISSION ID: HQ9-KZR6-WY9P0

REQUIRED NOTIFICATIONS: The permittee shall submit a Construction Startup Notification (just prior to excavation) and a Construction Completion Notification (upon project completion) using the permit schedules in [MiEnviro Portal](#).


☐ If this box is checked, please see the SPECIAL CONDITIONS on page 2.

**ISSUED UNDER THE AUTHORITY OF THE DIRECTOR OF  
THE DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)**

Issued By:


Charles Hill, P.E. Wastewater Engineering Specialist

Reviewed By:


Aaron Kline Cadillac District Environmental Engineer

cc: Nate Sculley, P.E. – Fleis & VandenBrink  
Mark Huggard – Traverse City Regional WWTP/Jacobs  
Grand Traverse County Health Department  
Jenna Beverly – EGLE Finance Division

## **GENERAL CONDITIONS**

- a. This PERMIT only authorizes the construction, alteration, addition, or improvement of the wastewater system as described herein and is issued solely under the authority of Part 41, Sewerage Systems, of Act 451.
- b. This PERMIT expires two (2) years after the above date of issuance unless construction starts prior to the expiration date in accordance with R 299.2939(2) of the Part 41 Administrative Rules.
- c. Any portion of the herein-described proposed wastewater project constructed prior to the date of issuance is not authorized by this PERMIT and is a violation of Part 41 of Act 451.
- d. No sewer shall be placed into service unless and until the outlet sewer has been constructed, tested, and placed into service.
- e. Failure to meet any condition of this PERMIT or any requirement of Act 451 constitutes a violation of Act 451.
- f. Issuance of this PERMIT does not authorize any violation of federal, state, or local laws or regulations, nor does it obviate the need to obtain other permits or approvals from EGLE or other units of government as required by law.
- g. The applicant must provide notice of impending construction to public utilities and comply with the requirements of the Underground Facility Damage Prevention and Safety Act, PA 174 of 2013, as amended (MISS DIG).
- h. All earth-changing activities must be conducted in accordance with Part 91, Soil Erosion and Sedimentation Control, of Act 451.
- i. All construction activity, including groundwater dewatering, impacting wetlands shall be conducted in accordance with Part 303, Wetlands Protection, of Act 451.
- j. If water withdrawal, via dewatering activities, is associated with this project, authorization under Part 327, Great Lakes Preservation, of Act 451, is required for new or increased large quantity withdrawals over 100,000 gallons per day (70 gallons per minute). A Part 327 permit is required for new or increased large quantity withdrawals over 2,000,000 gallons per day.

## **SPECIAL CONDITIONS**

1. This permit does not have any special conditions in addition to the General Conditions listed above.

## **PROPOSED WASTEWATER PROJECT DESCRIPTION**

Improvements to the existing TRCWWTP including:

1. New Headworks Building including influent flow meters, mechanical screens, and grit removal rated for a peak hour flow of 17 MGD.
2. Two new 70-foot diameter circular Primary Clarifiers including new sludge and scum pumps, piping, and valves.
3. Replacement of two primary effluent screw pumps.
4. In-channel Ultraviolet Disinfection system.
5. Relocating the existing odor control system and ferric feed system.

6. Various piping, valves, electrical, controls, and all associated appurtenances to make a fully functional system.

7. Demolition of existing preliminary screening building, East grit tank and building, West grit tank and building, rectangular primary clarifiers, odor control building, and associated piping, equipment, electrical, control, and instrumentation systems.

## **ATTACHMENT D**

[https://drive.google.com/file/  
d/1xbUcIAtJJPx-vHyOu41naz7tRhQ6jGLr/  
view?usp=drive\\_link](https://drive.google.com/file/d/1xbUcIAtJJPx-vHyOu41naz7tRhQ6jGLr/view?usp=drive_link)

### **TECHNICAL SPECIFICATIONS**

#### **TRAVERSE CITY REGIONAL WWTP** **GRAND TRAVERSE COUNTY, MI**



#### **WASTEWATER SYSTEM IMPROVEMENTS**



# ATTACHMENT E

[https://drive.google.com/file/d/1ZBku5RX8cLX6eGCnKNqI6Tt\\_HmfNfdHS/view?usp=drive\\_link](https://drive.google.com/file/d/1ZBku5RX8cLX6eGCnKNqI6Tt_HmfNfdHS/view?usp=drive_link)



**CITY OF TRAVERSE CITY  
GRAND TRAVERSE COUNTY, MICHIGAN**

## **TRAVERSE CITY REGIONAL WWTP IMPROVEMENTS**

**CWSRF No. 5793-01  
MARCH 2025**



PROJECT LOCATION MAP

