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# The City of Traverse City

Office of the City Manager  
(231) 922-4440

GOVERNMENTAL CENTER  
400 Boardman Avenue  
Traverse City, Michigan  
49684



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March 28, 2023

Vendor:

The City of Traverse City will receive sealed bids in the Office of the City Manager, second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Tuesday, April 11, 2023 at 2:00 p.m.** for the following:

**Painting of Parking Areas, Crosswalks and Legends**  
(See attached specifications)

If the specifications are obtained from the City's website at [www.traversecitymi.gov/bids\\_and\\_rfps.asp](http://www.traversecitymi.gov/bids_and_rfps.asp), it is the sole responsibility of the vendor to check the website for updates and addendums prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFP's are posted by sending an e-mail requesting same to [ksheridan@traversecitymi.gov](mailto: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 bids either on an entire or individual basis that is in the best interest of the City.

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder. Only the successful bidder will be notified.

You must indicate on the outside of the sealed envelope that the bid is for the **"Painting of Parking Areas, Crosswalks & Legends Bid."** 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 project description, **"Painting of Parking Areas, Crosswalks and Legends,"** and submit your e-mailed bid to [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov) **before Tuesday, April 11, 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 Mark Jones, Street Superintendent, at (231) 922-4900, ext. 112, before the bid is submitted.

PLEASE SUBMIT BID TO:

Kim Sheridan, Purchasing Agent  
City Manager's Office, Governmental Center  
Second Floor, 400 Boardman Avenue  
Traverse City, MI 49684

## INSTRUCTIONS TO BIDDERS

1. All bids must be submitted to Kim Sheridan, Purchasing Agent, City of Traverse City, Governmental Center, Second Floor, 400 Boardman Avenue, Traverse City, Michigan, 49684, **no later than 2:00 p.m. on Tuesday, April 11, 2023.**
2. All bids must be submitted in a sealed envelope and clearly marked **"Painting of Parking Areas, Crosswalks & Legends Bid."**
3. The bid form(s) **must** be completed and signed by an authorized representative of the Bidder.
4. The City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the bid which in its opinion is in the best interests of the City.
5. All bids must remain firm for a period of thirty (30) days following the City's receipt of the bid.
6. Payment shall be paid within 30 days of satisfactory completion of project. It is the Vendor's responsibility to submit an invoice to the City of Traverse City.

The City's standard practice is to run checks for the payment of bills received, on the 10<sup>th</sup> and 25<sup>th</sup> day of each month. In order to receive payment on the 10<sup>th</sup> or 25<sup>th</sup> of the month, the Vendor shall submit an invoice for all work completed up to the fifth or twentieth day of the month to the Department of Public Services, 625 Woodmere Avenue, Traverse City, Michigan, 49686. This normally allows enough time for the City to review and approve the Vendor's invoice and process it for payment. Failure of the Vendor to properly submit invoices by the fifth or twentieth day of the month may be cause for the City to postpone payment of the invoice until the next scheduled run of checks.

The City may withhold any portion of payment as necessary from loss on account of:

- Defective work not remedied, or
- Failure of Vendor to make payments properly to subcontractors for material or labor, or
- Damage to another Vendor, or
- Damage to City Property.

## SPECIFICATIONS FOR STREET MARKINGS

1. Bids. Bids shall include furnishing all materials, labor and equipment to complete the work at locations specified by the City of Traverse City. Bids shall include prices for all markings i.e., curb (blue and yellow), legends, symbols, parking delineations (parking stall lines, blue/white handicap symbols, etc.)
2. Standards. All work shall be done in accordance with current Michigan Department of

State Highways Specifications and the Michigan Manual of Uniform Traffic Control Devices unless otherwise indicated.

3. Completion. Work is to be completed before July 30, 2023, except as noted otherwise.
4. Experience. Bidders shall be experienced in this type of work and evidence of bidder's qualifications may be requested.
5. 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. 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.

**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.

**Automobile Liability.** The Vendor shall acquire and maintain during the life of the service order, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

**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.

6. Traffic Control. Traffic shall be maintained during the Vendor's operations in accordance with the current Michigan Manual of Uniform Traffic Control Devices. No painting will be done between 8:00 a.m. and 5:00 p.m. on the City's major streets. (unless otherwise specified by Street Superintendent)
7. Materials. The paint used for painted traffic markings shall be white, yellow, green or blue waterborne traffic marking paint. The vendor shall, upon request, furnish the City with written certification from the manufacturer certifying that the paint used for this work is identical in composition with the paint furnished to and approved by MDOT in

their most recent traffic paint performance tests. Section 811. Permanent Pavement Markings. 811.01. Descriptions. 811.02. Materials. All traffic marking paint shall be reflectorized with beads. See MDOT Standard Specifications for Construction, table 811-1: Pavement Markings Material Application Rates per Mile.

**Additional Requirement:**

Pursuant to the Clean Air Act Amendments of 1990, the Michigan Department of Environmental Quality is being required to compile volatile organic compound (VOC) emission inventories for all counties in Michigan. As part of the development of these inventories, the City of Traverse City must be provided with the manufacturer's technical data sheet (TDS), or the product material data sheet (MSDS) and the quantity of paint used when the job is completed.

8. Thickness. Traffic marking paints shall be applied at such a rate as to provide a finished wet paint film thickness of not less than 15 mills with 8-pound glass beads. In accordance with MDOT Standard Specifications for Construction. Table 811-1 Pavement Marking Material Application Rates per mile.
9. Bid Acceptance and Rejection. The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities and to accept the bid which in the City's opinion is in the best interest of the City of Traverse City.
10. Additions and Deletions. The City reserves the right to change, schedule, add or delete up to 50% of the quantities of work items with no change in bid unit price.
11. Term/Service Order. The bid shall be for a period of one year, with an option of renewal for two additional years, in one-year increments, if the price remains the same and the service remains satisfactory as determined by the City. The City has the right to terminate the contract at any time the bidder does not perform the duties as specified. The successful bidder shall accept a service order from the City to perform this work.

## 2023 QUANTITY "ESTIMATES"

### CURB:

YELLOW CURB	3,325 lineal feet
BLUE CURB	249 lineal feet

### CROSS-HATCH STRIPING:

4" Yellow Cross-Hatch	3,984 lineal feet
6" Yellow Cross-Hatch	3,254 lineal feet
12" Yellow Cross-Hatch	183 lineal feet
4" White Cross-Hatch	1,182 lineal feet
6" White Cross-Hatch	149 lineal feet

### STOP BARS:

Stop Bars	12"	71 lineal feet
Stop Bars	24"	6,965 lineal feet

### CROSSWALK BARS AND LINES:

Crosswalk Bars	6' x 12"	40 each
Crosswalk Bars	8' x 12"	61 each
Crosswalk Bars	10' x 12"	27 each
Crosswalk Bars (Green*)	5' x 24"	87 each
Crosswalk Bars	6' x 24"	2,293 each
Crosswalk Bars	7' x 24"	59 each
Crosswalk Bars	8' x 24"	667 each
Crosswalk Bars	9' x 24"	55 each
Crosswalk Bars	10' x 24"	241 each
Crosswalk Lines	6"	3,239 lineal feet
Crosswalk Lines	12"	3,975 lineal feet
Crosswalk Lines	36" along crosswalk Front St.	222 lineal feet

\*Green Paint, Sherwin Williams SW6725 Pickel

### LEGENDS / SYMBOLS:

Bicycle Symbol w/arrow	280 each
Bicycle Sharrow Symbol	46 each
Bicycle Chevron/Road Crossing	24 each
Handicap Legend w/Blue Hash Lines	29 each
Handicap Van Accessible w/Blue Hash Lines	9 each
Single Arrows straight, left and right	216 each
Combination Arrows	50 each
"Only" Legends	134 each
School Legends	45 each
Railroad Crossing Symbol	14 each
25 MPH Legends	5 each
Bus Stop w/Yellow Box and Curb	13 each
Triangle Yield Lines	55 lineal feet

Dotted White Lane Lines/4" x 12" w/ 12" between	608 lineal feet
Dotted White Lane Lines/12" x 12" w/12" between	750 lineal feet
Bike Crosswalk Special Emphasis	87 each

**STREET PARKING STRIPING:**

4" Street Parking Striping - Yellow	475 lineal feet
4" Street Parking Striping - White	30,502 lineal feet

**PARKING LOT LEGENDS:**

Single Arrows straight, left, and right	4 each
Combination Arrows	1 each
Handicap Legend w/Blue Hash Lines	20 each
Handicap Van Accessible w/Blue Hash Lines	52 each

**PARKING LOT STRIPING:**

Parking Striping 4" Yellow	26,404 lineal feet
Parking Striping 4" White	7,645 lineal feet
Cross Hatch 4" Yellow	721 lineal feet

**PARKING DECK LEGENDS:**

Single Arrows straight, left, and right	124 each
Handicap Legend w/Blue Hash Lines	8 each
Handicap Van Accessible w/Blue Hash Lines	16 each

**PARKING DECK STRIPING:**

Parking Striping 4" Yellow	43,462 lineal feet
Parking Striping 4" White	29 lineal feet
Parking Striping 4" Green	1,386 lineal feet

Prices should include all materials, labor, equipment and traffic control devices necessary to install the above markings to these specifications. The City would like completion of work on parking areas, handicapped symbols and pedestrian crosswalks by July 30, 2023.

If you have any questions, please contact Mark Jones at 231/922-4900, ext. 112.

**Bidder - Please complete and return:**

**BID SUMMARY**

**TITLE:       Painting of Parking Areas, Crosswalks and Legends**

**DUE DATE: April 11, 2023, at 2:00 p.m.**

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

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

Bidder understands and agrees, if selected as the successful Bidder, to accept the City's standard Purchase Order / Service Order / Contract, the terms of which are not negotiable, 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 thirty (30) days from the actual date of the opening of the bid.

Having read and clearly understood the instructions to bidders, specifications for street markings, quantity estimated and being thoroughly familiar with the work to be performed, I/we hereby submit the following bid for:

**Painting of Parking Areas, Crosswalks and Legends:**

Item	Est. Quan.	Unit	Description	Unit Price	Total
1	3,325	ln. ft.	Yellow Curb	\$ _____	\$ _____
2	249	ln. ft.	Blue Curb	\$ _____	\$ _____
3	3,984	ln. ft.	4" Yellow Cross-Hatch	\$ _____	\$ _____
4	3,254	ln. ft.	6" Yellow Cross-Hatch	\$ _____	\$ _____
5	183	ln. ft.	12" Yellow Cross-Hatch	\$ _____	\$ _____
6	1,182	ln. ft.	4" White Cross-Hatch	\$ _____	\$ _____
7	149	ln. ft.	6" White Cross-Hatch	\$ _____	\$ _____
8	71	ln. ft.	12" Stop Bars	\$ _____	\$ _____
9	6,965	ln. ft.	24" Stop Bars	\$ _____	\$ _____
10	87	each	Crosswalk Bars (Green)	\$ _____	\$ _____
5' x 24" Sherwin Williams SW6725, Pickel					



11	40	each	Crosswalk Bars 6' x 12"	\$_____	\$_____
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Item	Est. Quan.	Unit	Description	Unit Price	Total
12	61	each	Crosswalk Bars 8' x 12"	\$_____	\$_____
13	27	each	Crosswalk Bars 10' x 12"	\$_____	\$_____
14	2293	each	Crosswalk Bars 6' x 24"	\$_____	\$_____
15	59	each	Crosswalk Bars 7' x 24"	\$_____	\$_____
16	667	each	Crosswalk Bars 8' x 24"	\$_____	\$_____
17	55	each	Crosswalk Bars 9' x 24"	\$_____	\$_____
18	241	each	Crosswalk Bars 10' x 24"	\$_____	\$_____
19	3,239	ln. ft.	Crosswalk Lines 6"	\$_____	\$_____
20	3,975	ln. ft.	Crosswalk Lines 12"	\$_____	\$_____
21	222	ln. ft.	Crosswalk Lines 36"	\$_____	\$_____
22	280	each	Bicycle Symbol w/arrow	\$_____	\$_____
23	46	each	Bicycle Sharrow Symbol	\$_____	\$_____
24	24	each	Bicycle Chevron/Rd Xing	\$_____	\$_____
25	57	each	Handicap Legend w/Blue Hash Lines	\$_____	\$_____
26	77	each	Handicap Van Accessible w/Blue Hash Lines	\$_____	\$_____
27	344	each	Single Arrows	\$_____	\$_____
28	51	each	Combination Arrows	\$_____	\$_____
29	134	each	"Only" Legends	\$_____	\$_____
30	45	each	SchoolLegends	\$_____	\$_____
31	14	each	Railroad Crossing Legends	\$_____	\$_____
32	5	each	25 MPH Legends	\$_____	\$_____
33	13	each	Bus Stop w/Yellow Box & Curb	\$_____	\$_____
34	55	ln. ft.	Triangle Yield Lines	\$_____	\$_____
35	608	each	Dotted White Lane Lines 4" x 12"	\$_____	\$_____
36	750	each	Dotted White Lane Lines 12" x 12"	\$_____	\$_____
37	87	each	Bike Crosswalk Special Emphasis	\$_____	\$_____
38	475	ln. ft.	4" Street Parking Striping Yellow	\$_____	\$_____
39	30,502	ln. ft.	4" Street Parking Striping White	\$_____	\$_____
40	69,866	ln. ft.	Parking Striping 4" Yellow	\$_____	\$_____
41	7,674	ln. ft.	Parking Striping 4" White	\$_____	\$_____
42	721	ln. ft.	Cross Hatch 4" Yellow	\$_____	\$_____
43	1,386	ln. ft.	Parking Striping 4" Green	\$_____	\$_____

<b>GRAND TOTAL</b>				\$_____
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These prices include all materials, labor, equipment and traffic control devices necessary to paint the above according to the specifications. Bidder agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Sole proprietorship/partnership/corporation

\_\_\_\_\_  
If corporation, state of corporation

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

1. \_\_\_\_\_  
Contact Person:

\_\_\_\_\_  
Telephone:

Services to be  
Performed: \_\_\_\_\_

2. \_\_\_\_\_  
Contact Person:

\_\_\_\_\_  
Telephone:

Services to be  
Performed: \_\_\_\_\_

3. \_\_\_\_\_  
Contact Person:

\_\_\_\_\_  
Telephone:

Services to be  
Performed: \_\_\_\_\_

**DRAFT VENDOR AGREEMENT**

**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, 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:

[BRIEF DESCRIPTION OF PROJECT]

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.

**USED WHEN CITY IS NAMED AS ADDITIONAL INSURED:**

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.

**USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:**

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. 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 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 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 \_\_\_\_\_  
James C. Carruthers, 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)

## SCOPE OF SERVICES

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

## SCHEDULE OF PAYMENTS

Payments may be made to the Vendor after satisfactory service and upon receipt of a valid

invoice approved by the City.

Final payment shall be made upon completion of all the Vendor's services. Total payment including expenses shall be \$\_\_\_\_\_.

## TIMETABLE FOR ACTIVITIES

The Vendor'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 Vendor's Proposal/Bid attached hereto and incorporated herein by reference.

Services shall be completed not later than \_\_\_\_\_.