

**CITY OF TRAVERSE CITY**  
**Consulting Services for Boardman/Ottaway Downtown Riverwalk**  
**Request for Proposals**

**OVERVIEW**

The City of Traverse City, in cooperation with the Traverse City Downtown Development Authority (DDA), is requesting proposals from qualified consulting landscape architectural/civil engineering firms to provide schematic design, engineering and construction administration services for a new downtown riverwalk along the Boardman/Ottaway River. The project aligns with the 2022 Traverse City Commission – Strategic Priorities , Goals and Objectives including:

- Connecting People With Each Other and Nature
- Economic Development.

This project also aligns with the DDA’s *Moving Downtown Forward* Guiding Principles, including:

- Design a Great Place for All Ages and for Future Generations
- Protect and Preserve Small Local Independent Businesses
- Advance Climate Action, Sustainability, Renewable Energy, Energy Efficiency, and Resiliency

**PROJECT DESCRIPTION**

The Boardman/Ottaway River has continuously served as the center for human activity in the Grand Traverse region – home first to the Anishinbek people and then European settlers who used the river and the surrounding forests to leverage a robust logging industry. As early settlement and industrial development around the river expanded over the 19<sup>th</sup> century, much of its associated waste went directly into the Boardman River. Over time, the ecology, habitat and overall health of the river was severely impacted. As a result, much of the built environment near and along the river either “turned its back” to the river or were relegated to less than desirable land uses or forgotten spaces.

While the ecology, habitat and overall health of the river is now considerably better, in many places along the river, the legacy of that early built environment still exists today – retail and commercial buildings face away from the river, surface parking lots and concrete walls line areas along the river, public access is limited, old concrete slabs and infill material protrude from the riverbank and underground utilities and infrastructure lie precariously close to concrete retaining walls. Despite its prominent role in defining the trajectory of much of Traverse City’s past, the river’s place within the fabric of Traverse City today is not well defined. In many areas of downtown, the river feels disconnected to the surrounding urban fabric.

Over the last sixty three years, the City of Traverse City and Downtown Development Authority have implemented a series of boardwalks and pedestrian bridges along the river. With the intent of providing additional access to and over the river, these assets have reached the end of their useful life and require investment for repair or replacement. Also, the opportunity to connect the river corridor with downtown is paramount for the vitality of the area.

Recent investments in the river corridor include shoreline stabilization at the Farmers Market, a third pedestrian bridge crossing to connect the west end of downtown with the redeveloped Garland Street District, reconstruction of the 200 block alley adjacent to the river, Lot C reconstruction, sanitary sewer relocation in the 100 block alley, stabilization of the 200 block alley riverwall constructed in the 1920’s and bridge replacement/rehabilitation for the West Front Street, North Union Street, North Cass Street and Park Street Bridges.

In 2018 the Downtown Development Authority initiated a planning effort to develop a Unified Plan for the Lower Boardman/Ottaway River to create a comprehensive vision and plan for the river corridor. The Unified Plan (which was adopted in 2021) provides the framework and blueprint for significant pedestrian, placemaking and habitat restoration efforts along the river, supporting a long-held desire for downtown to “turn and embrace” the river.

The centerpiece for this transformation is the north and south banks of the river between Union Street and Park Street. The south side of the river lies adjacent to the alley behind the 100 and 200 blocks of Front Street. Both alleys provide “back-of-house” access to the restaurants, retail establishments and other uses along Front Street, which serves as the commercial core of downtown Traverse City. The 100-block alley is lined with dumpsters, utility boxes and an expansive parking lot that rests right up against the concrete retaining wall of the river. The 200-block alley is much narrower, but include many of the same features. The north side of the river has a small riparian vegetative buffer, but is otherwise bordered by expansive parking lots. The north side of the 200-block has an existing boardwalk that was erected in the 1980’s.

The *Unified Plan* identified a desire to repurpose and transform this section of the river into an active riverwalk/pedestrian plaza – an interesting and unique place for people to gather, interact with each other, and also engage with the river, surrounding businesses and adjacent public spaces (including the Farmers Market and Clinch Park).

On the heels of the Unified Plan, last year the DDA entered into a contract with Inform Studio and their team of urban designers, placemaking and mobility experts, architects, engineers and community engagement specialists to develop a conceptual design for a downtown riverwalk along the Boardman/Ottaway River between Union Street and Park Street.

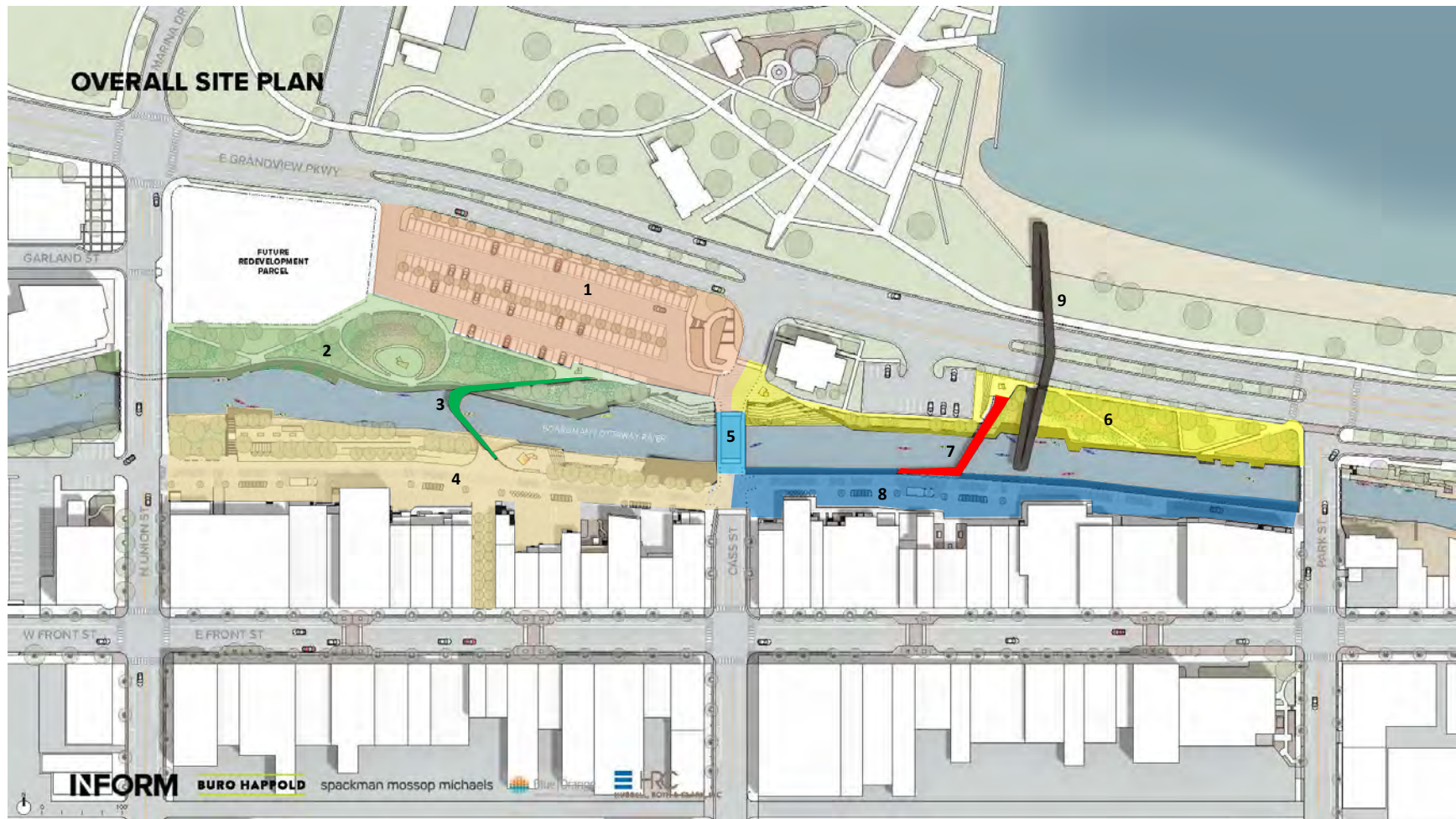
In November of 2022, following an 11-month planning and design process that included extensive public engagement, the DDA Board approved a conceptual design for the downtown riverwalk. The conceptual design addresses several components, including mobility, public infrastructure (lighting, furniture, public restrooms, dumpsters, etc.), ecology, the built environment and water access, programming and placemaking (activation – 12 month a year), recreation and activities, and maintenance. Upon the completion of the conceptual design, we then worked with Inform Studio and Dharam Consulting (their construction cost and risk consultant) to develop construction estimates for the overall project, as well as nine (9) “segments” of the project (see map on page 3). Given the location and potential scope of the conceptual design, the riverwalk has the potential to be a truly transformational project for downtown.










The City of Traverse City, in cooperation with the Traverse City Downtown Development Authority (DDA), is now requesting proposals from qualified consulting landscape architectural/civil engineering firms to provide schematic design, engineering and construction administration services for a new downtown riverwalk along the Boardman/Ottaway River.

The intent is to complete the schematic design including updated cost estimates for segments 1-4 of the project. The City/DDA will pursue funding options and may choose to proceed with completing the work for any or all of the segments.



## Lower Boardman Riverwalk Segments



- |   |  |  |
|---|--|--|
|  1. Lot B                |  4. 100 Block Alley Riverwalk & J-Smith Walkway |  7. 200 Block Pedestrian Bridge |
|  2. North-West Riverwalk |  5. Cass Street Bridge                          |  8. 200 Block Alley Riverwalk   |
|  3. 100 Block Pedestrian |  6. North-East Riverwalk                        |  9. Grandview Parkway Bridge    |

## **SCOPE OF SERVICES**

The City of Traverse City and the Downtown Development Authority hereby solicits proposals from qualified consultants to provide professional services for the schematic design, engineering and construction of improvements consisting of Segments 1-4 of the Boardman/Ottaway River project area, referred as the north and south side between Cass and Union Street, consistent with the conceptual design. The scope of work shall generally include the following:

- A. Customary engineering services, including but not limited to structural, bridge, environmental, geotechnical, site and related engineering. Customary landscape architecture and design.
- B. The Consultant shall prepare final design drawings, specifications and renderings for the riverwalk and supporting amenities for approval by the DDA Board and City Commission.
- C. Provide topographic and boundary survey as necessary to finalize the design for any features located within the project area, including, but not limited to, topography and tree inventory. The Consultant will provide a CAD drawing in AutoCAD format. The city will provide existing topographic surveying and mapping including the dock line survey pursuant to Chapter 1062 of the City Code of Ordinances.
- D. Provide additional geotechnical engineering services for the riverwalk design as needed for the final design.
- E. Provide services and any permits that will be needed on the basis of the schematic design. Complete permit applications as needed for the city to submit to the appropriate agency. The work shall include consideration for navigation as may be required
- F. Work with a project team throughout the project that will provide input and help engage certain interests in the process and project. Project team members will at a minimum include representatives from the City and DDA.
- G. Provide a detailed cost estimate based on the schematic design which will help inform the extent of riverwalk, fundraising and potential grant efforts, as needed.
- H. Participate in regular project team meetings regarding design for this project. The consultant will prepare exhibits as needed for these meetings. The Consultant will be present to answer any questions that may arise and gather input shared. The Consultant will be responsible for arranging, coordinating and facilitating all project team meetings.
- I. The following is a list of program elements for design:
  - 1. The final schematic design should hold consistent to the design intent and elements expressed in the conceptual design, and address components such as: mobility, public

infrastructure, ecology, the built environment and water access, programming and placemaking, recreation and activities and maintenance.

2. Consultants should consider creative means to incorporate local artists, fabricators and products into features in and around the riverwalk.
  3. Consultants should make every effort to employ sustainability principles, nature-based solutions and climate resilience practices into the project design. The final design should address, among other things, best practices related to energy consumption, carbon neutrality, stormwater management, waste management, building practices and landscape management. The Consultant should also be prepared to demonstrate and measure the savings and benefits associated with the sustainability principles and climate resilient practices incorporated into the final design.
- J. Develop an annual maintenance budget and capital replacement schedule and cost.
  - K. Identify potential funding sources. Prepare exhibits for and assist with completing application(s) as may be required.
  - L. Identify, define and provide applications for any permits required.
  - M. Identify, define and provide any necessary coordination with utilities.
  - N. Identify and define to how create a carbon neutral project, and incorporate sustainability.
  - O. Identify, define and provide any necessary work associated with environmental conditions such as contaminated soils, groundwater or related environmental conditions that is necessary for the protection of the health, safety and welfare of construction workers.
  - P. Identify opportunities to incorporate aquatic science as well as best water and land management practices, management of invasive vegetation, ensure the natural flow of the river is protected and enhanced and not curtailed or impeded by any element of the design and provide for in-stream habitat improvements that help support and/or increase desired populations of fish, reptiles and macroinvertebrates.
  - Q. The Consultant will define the necessary easements to construct the riverwalk to meet the goals and values of the conceptual plan, including providing survey work and legal descriptions necessary to move forward with easement identification and negotiations. Easements (if needed), will be drafted by the City Legal Staff in conjunction with the final construction documents and legal description prepared by the Consultant. Full title has been completed in 2022 and is available. The city believes it has full control over the project area, except for one parcel on the south side of the river.
  - R. Prepare schematic design and construction documents based on approved final design plans, specifications and documents for segments one, two, three and four identified in

the conceptual plan. Please note that the schematic design for the parking portion (“Lot B”) of segment one is already complete except for the Farmer’s Market Shed and that any designs within segment one should adhere to this design. Provide recommendations for phasing and implementation.

- S. In addition to the four segments listed above, the Consultant will prepare construction documents for a new staircase on the northwest side of the Union Street Bridge, which was part of a previous public infrastructure improvement tied to the Breakwater Development at 155 Garland, that is connected to and consistent with the design features of the boardwalk design identified within “segment two” of the conceptual plan.
- T. Provide a range of costs for the entire project and each segment of the conceptual design related to materials and other design features.
- U. Complete bidding services for competitive bidding for one (1) or more construction contracts. Include answering all questions and inquiries from contractors, attending pre-bid meetings, review and recommend contractors(s) selection and attending bid opening and tabulating bids received, as needed.
- V. Complete customary construction phase services, including shop drawing review and approval, daily construction observation, contract administration, testing as may be required, review and recommendation of Contractor Pay estimates (monthly), respond to contractor questions and bulletins, clarify plan and specification intent with consent of City Engineer.
- W. Project close out including record drawings in AutoCAD format.
- X. Other services that may be required or recommended by the interested firm.
- Y. The intent is to complete the schematic design including updated cost estimates for segments 1-4 of the project. The City/DDA will pursue funding options and may choose to proceed with completing the work for any or all of the segments.

## **AVAILABLE RESOURCE MATERIALS**

### **LINKS**

- Unified Plan for the Lower Boardman/Ottaway River-SmithGroup
- Boardman Wall Stabilization report
- Boardman/Ottaway Downtown Riverfront Conceptual Plan-Inform Studio
- Lot B Schematic Design – Eng PDF
- Farmer Market Shed
- Conceptual Design Preliminary Cost Estimates

Attachment A All Segments 1-4 with design elements and description

Attachment B Schedule

Attachment C Sample Agreement

## **SUBMISSION OF PROPOSALS:**

Interested firms must submit a proposal that is received in hard copy or electronically no later than **1:00 PM local time on June 28, 2023** with the anticipated scope of work and not to exceed cost to:

**Office of the City Engineer**  
**400 Boardman Avenue**  
**Traverse City, Michigan, 49684**  
**231-922-4455**  
[tnichols@traversecitymi.gov](mailto:tnichols@traversecitymi.gov)

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, **“Consulting Services for Boardman/Ottaway Downtown Riverwalk”** and submit your e-mailed bid to [tnichols@traversecitymi.gov](mailto:tnichols@traversecitymi.gov) by **1:00 PM local time on June 28, 2023**.

Please also include:

1. Firm names and introduction.
2. Qualifications of staff to be assigned to this project. Describe where personnel will be physically located while they are engaged in the project. Include a statement of work breakdown by lead firm and subconsultants.
3. Examples of experience with similar projects and highlighting green initiatives
4. 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.
5. The methodology, approach or work plan, including timelines, which would be used to complete the project. The anticipated project schedule is attached as **Attachment B**. Include a breakdown of anticipated hours by staff classification and rates.
6. Proposal Sheet with “Not to Exceed” project cost and all addendum forms.

## **EVALUATION OF PROPOSALS**

All proposals received shall be subject to evaluation by the City of Traverse City. This evaluation will be conducted in the manner appropriate, as may be deemed by the City, for the selection of a firm for the purpose of entering into a contract to perform this project. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The City does not intend to award a contract for this work solely on the basis of any response made to this request. It is anticipated that several firms who present acceptable proposals and who are shown to be qualified, responsible and capable of performing the work may be requested to interview with the City on or about **July 10, 2023** prior to any award of this work. The following facts, along with other items, will be considered:

1. The firm's expertise and experience as related to the required work.
2. The firm's understanding of the project scope and quality of the firm's project approach.
3. The cost and time scheduled as proposed.
4. Qualifications and availability of the key staff members proposed to work on this project.
5. Involvement of the firm in similar types of projects, reference responses and quality of work on previous projects.
6. Interview (if applicable)
7. Percentage of work allocation of Prime Consultant and Subconsultants.

**All proposals submitted must include "not to exceed" cost figures for the professional services requested.**

## **INSURANCE:**

The Firm is required to provide and maintain at all times during this project the following insurance. Certified copies, setting forth the limits and coverage, shall be furnished to the City Engineer before commencing with any work. The policy shall contain endorsements stating that a 10 (ten)-day notice will be given to the City prior to termination or any change in the policy and shall describe the project and provide coverage for the following terms:

- A. Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 (one million) per occurrence and/or aggregate combined single limit with the City listed as an additional insured. Professional liability insurance coverage in the amount of \$1,000,000 (one million) minimum.
- B. Motor Vehicle Liability Insurance, including applicable no-fault coverage, combined single limit bodily injury and property damage shall be maintained during the life of the contract. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- C. Workers Compensation Insurance, including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- D. If any of the insurance is canceled, the Firm shall cease operations, and shall not resume until new insurance is obtained.



## **SUPPLEMENTAL INFORMATION AND REQUIREMENTS**

The City of Traverse City reserves the right to waive any informality or defect in any proposal, to accept any proposal or parts thereof or to reject any or all proposals, should it deem it to be in the best interest of the City of Traverse City to do so. The City reserves the right to revise the contents of the proposal and to negotiate all aspects of this proposal and any future agreement with the successful firm of the City's choice. The City further accepts no responsibility for expenses which may be incurred in the preparation of such proposals. The selected firm shall be expected to comply with all applicable State and Federal laws in the performance of services. Submittals to the City are considered public information. The City has the right to disclose information contained in the submittals. The City further reserves the right to photocopy, circulate or otherwise distribute any material submitted in response to the Request for Proposal (R.F.P.). Original materials which the consultant may wish returned shall be clearly marked to be returned to them

The selection of the successful firm shall be made without regard to race, color, sex, age, religion, sexual preferences, handicap, political affiliation, veteran status, or national origin. The City is an Equal Opportunity Employer. The selected Firm will be required to enter into a Consultant Agreement for this project. A sample agreement is **Attachment C**.

Any questions regarding this request for proposal shall be submitted in writing to the City Engineer at least seven (7) days prior to the deadline for submitting the request for proposal. Written answers to questions, which in the opinion of the City may change or substantially clarify the request for proposal, will be submitted to all prospective firms.

## **PROPOSAL SHEET**

Title:       **Consulting Services for Boardman/Ottaway Downtown Riverwalk**

Due Date:   **June 28, 2023 at 1:00 P.M**

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

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

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

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

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

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

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

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

**REQUIRED SERVICES RIVERWALK SEGMENT #1**

Supplemental Topographic Surveying and Mapping	\$ _____
General Design Services	\$ _____
Schematic Design Phase Services	\$ _____
Green Initiative Design Services	\$ _____
Design Development Phase Services	\$ _____
Construction Document Phase Services	\$ _____
Bidding and Award Phase Services	\$ _____
Construction Phase Services	\$ _____
Geotechnical Services	\$ _____
<b>Not to Exceed Project Cost</b>	<b>\$ _____</b>

Submitted by:

\_\_\_\_\_  
(Company Name)

**REQUIRED SERVICES RIVERWALK SEGMENT #2**

Supplemental Topographic Surveying and Mapping	\$ _____
General Design Services	\$ _____
Schematic Design Phase Services	\$ _____
Green Initiative Design Services	\$ _____
Design Development Phase Services	\$ _____
Construction Document Phase Services	\$ _____
Bidding and Award Phase Services	\$ _____
Construction Phase Services	\$ _____
Geotechnical Services	\$ _____
<b>Not to Exceed Project Cost</b>	<b>\$ _____</b>

Submitted by:

\_\_\_\_\_  
(Company Name)

**REQUIRED SERVICES RIVERWALK SEGMENT #3**

Supplemental Topographic Surveying and Mapping	\$ _____
General Design Services	\$ _____
Schematic Design Phase Services	\$ _____
Green Initiative Design Services	\$ _____
Design Development Phase Services	\$ _____
Construction Document Phase Services	\$ _____
Bidding and Award Phase Services	\$ _____
Construction Phase Services	\$ _____
Geotechnical Services	\$ _____
<b>Not to Exceed Project Cost</b>	<b>\$ _____</b>

Submitted by:

\_\_\_\_\_  
(Company Name)

**REQUIRED SERVICES RIVERWALK SEGMENT #4**

Supplemental Topographic Surveying and Mapping	\$ _____
General Design Services	\$ _____
Schematic Design Phase Services	\$ _____
Green Initiative Design Services	\$ _____
Design Development Phase Services	\$ _____
Construction Document Phase Services	\$ _____
Bidding and Award Phase Services	\$ _____
Construction Phase Services	\$ _____
Geotechnical Services	\$ _____
<b>Not to Exceed Project Cost</b>	<b>\$ _____</b>

Submitted by:

\_\_\_\_\_  
(Company Name)

**ATTACHMENT A**  
**ALL SEGMENTS 1-4 WITH DESIGN ELEMENTS**  
**AND DESCRIPTION**

The development of the Conceptual Design included the creation of three distinct design concepts for the Riverwalk. This approach allowed the community to identify which pieces of the three designs were most appealing to them and then the design team took those components and stitched them together into a preferred site plan.

Within the three distinct design concepts (and the preferred site plan), the design team incorporated design elements that were prioritized by the community throughout the public engagement process. The design elements address mobility, lighting, public facilities, ecology, water access, seating art and placemaking, recreation and activities and the ability to incorporate programming throughout the project site. In addition, the design team put together three site-specific concepts for lighting, landscape and stormwater management. The priorities listed in the preferred site plan and the site-specific concepts should establish the framework for the final design and engineering work for this project.

In addition, the final design and engineering work for this project should honor the design intent and features of the preferred site plan. The intent is to complete the schematic design including updated cost estimates for segments 1-4 of the project. The City/DDA will pursue funding options and may choose to proceed with completing the work for any or all of the segments.

### **Segment One**

Reconfigure parking to increase the set back from the water's edge to allow for a more naturalized riverbank. The City of Traverse City Engineering Department prepared designs for this segment (Lot B) which includes reconstructing the parking lot to a smaller footprint and separating it from the adjacent Lot T, sidewalks, underground stormwater infiltration systems, landscaping including irrigation and lighting. The existing wind generator and entrance to the Clinch Park Tunnel are to remain in service. A Farmer's Market shed within the footprint of the reconfigured lot is desired, while maintaining the parking for non-market times. Topographic surveying and mapping and Phase I and II Environmental Site assessments have been completed including site soil borings and report.

### **Segment Two**

The City completed a shoreline stabilization project in 2007. With the smaller parking lot footprint in Segment 1 additional greenspace along the riverbank to allow for public activities and gathering is possible. Enhanced access to the water with river steps to also allow for passive gathering space and seating. A continuation of the pedestrian pathway (boardwalk or otherwise) that connects to the boardwalk east of Cass Street and west of Union Street. The work will connect to and continue to protect the abutments for the N. Cass Street vehicular bridge. The riverbank stability including hydraulic modelling for any proposed improvements are anticipated for this segment work. The historic "birdhouse" building should be evaluated for removal following the appropriate environmental clearance process. The work should extend and include the access under the N. Union Street Bridge and connection to the overlook, just west of the bridge and the connection to Union Street. The work will include any regulatory permitting including determining the necessary navigation requirements for the river as may be required.



### **Segment Three**

The existing pedestrian bridge constructed in the 1960's has reached the end of its useful life and will be replaced with an iconic pedestrian bridge that connects the north and south side of the river. The pedestrian bridge should flow into the new public space on the both sides of the river and should accommodate features that allow people to gather on the bridge and overlook the river.

The pedestrian bridge should be high enough to allow kayakers and stand-up paddle-boarders to comfortably pass under it while clearly spanning the riverbanks. The riverbank stability including hydraulic modelling for any proposed improvements are anticipated for this segment work. The work will include any regulatory permitting including determining the necessary navigation requirements for the river as may be required.

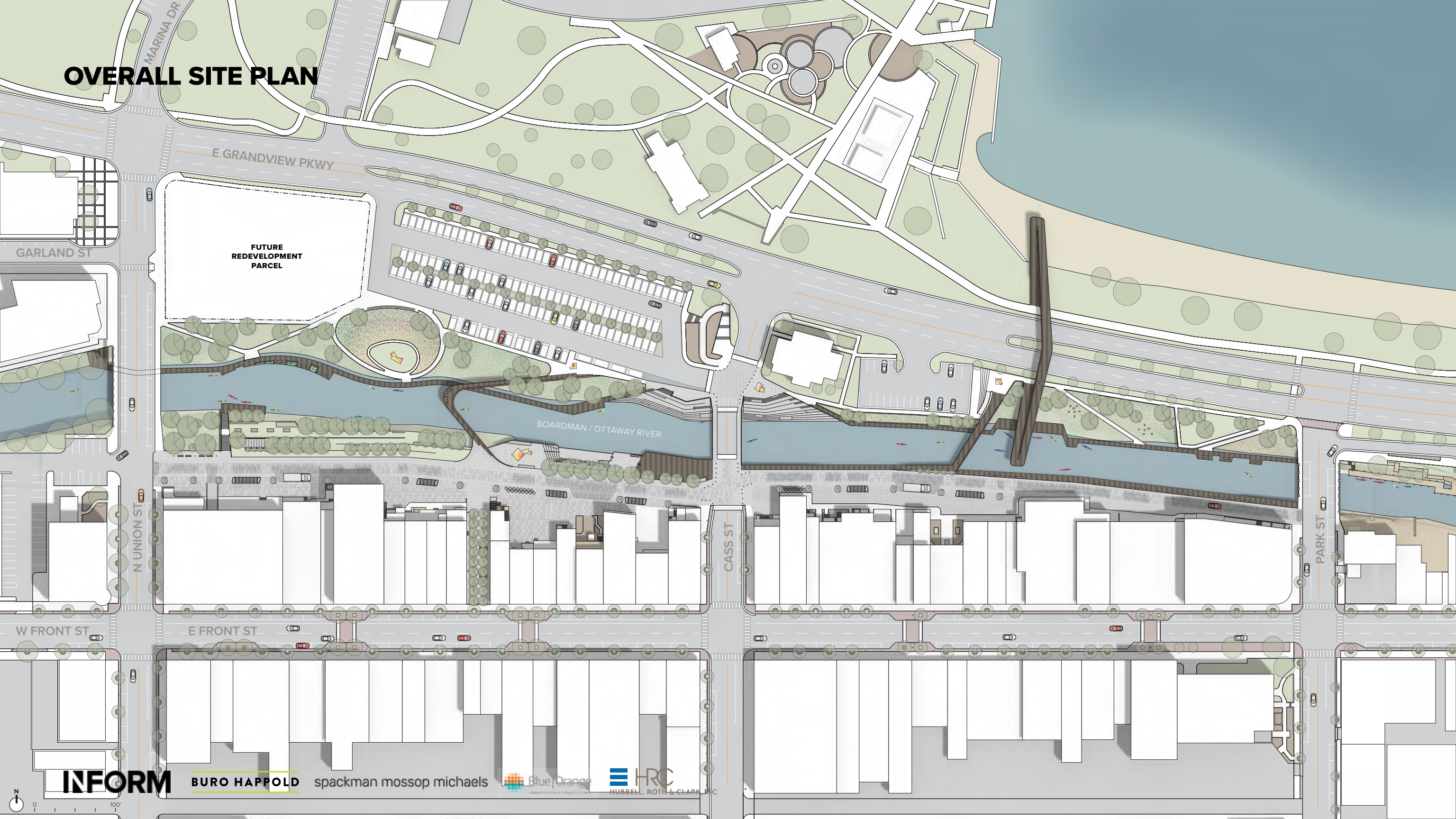
### **Segment Four**

The City has undertaken relocation of the existing sanitary sewer that is situated on the existing riverwall, constructed in the 1920's. This will allow development of a more naturalized "garden terrace" west of the pedestrian bridge with a walkway down to a landing zone near the river. A tiered plaza-like space, with access to the water east of the pedestrian bridge – portions of which would include a sun deck overlooking the entire project. The alleyway will still accommodates deliveries and trash removal with parking being eliminated or at least minimalized.

The J-Smith Walkway will be renewed with formal landscaping, seating and design features. The work will connect to and continue to protect the abutments for the N. Cass Street vehicular bridge. The riverbank stability including hydraulic modelling for any proposed improvements are anticipated for this segment work. The work will include any regulatory permitting including determining the necessary navigation requirements for the river including determining the necessary navigation requirements for the river as may be required.

**CONCEPTUAL  
DESIGN**


# OVERALL SITE PLAN



**INFORM**

**BURO HAPPOLD**

spackman mossop michaelis

 **Blue Orange**

 **HRC**  
HUBBELL, ROTH & CLARK, INC.



# LIGHTING CONCEPT



1 Pole Lighting - Special Function



2 Stair Illumination



3 Riverwalk Illumination



4 Bridge Accent Lighting



5 Bollard Lighting



6 Suspended Catenary Illumination



7 Underbench Glow



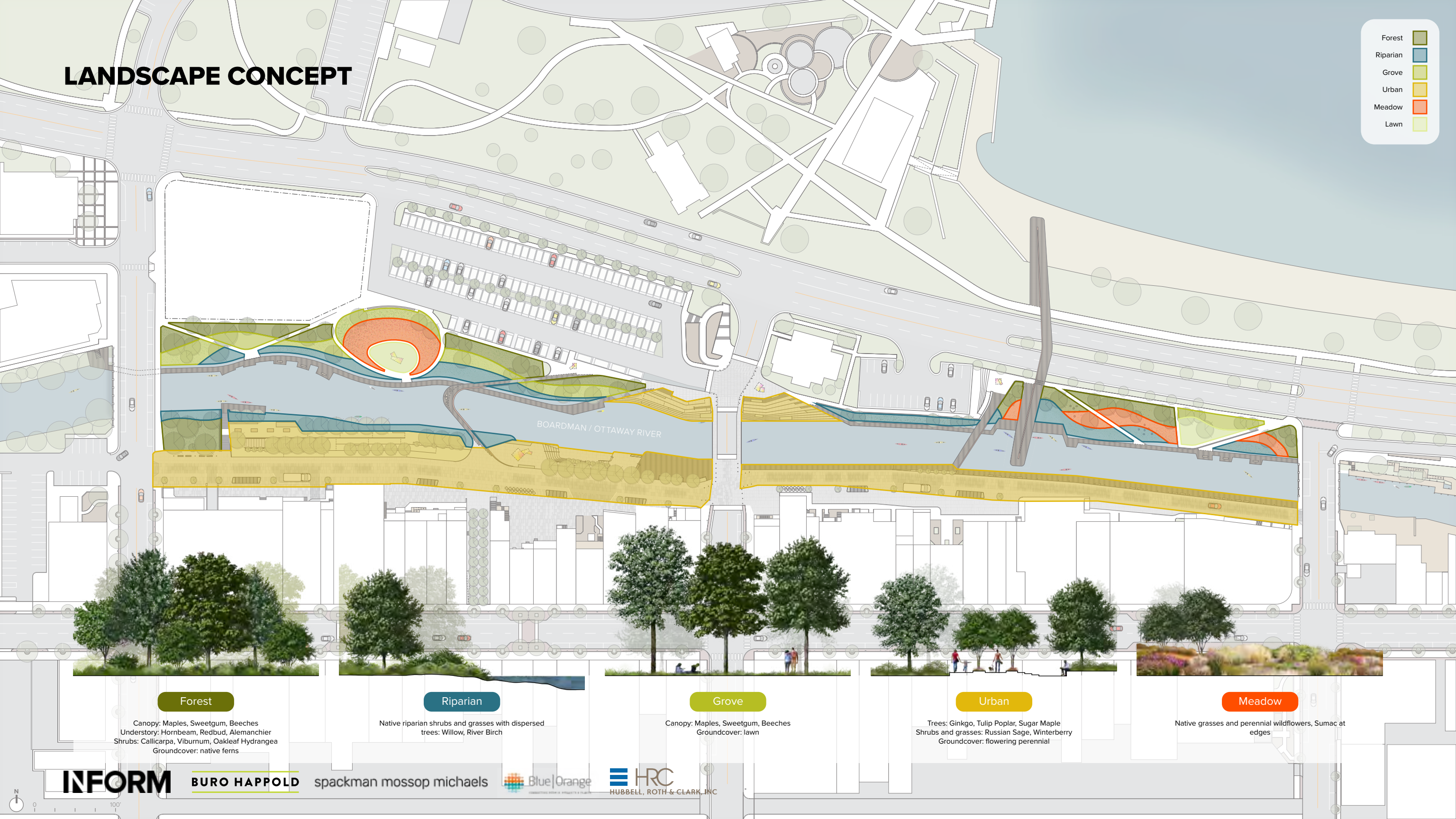
8 Illuminated Handrail





# LANDSCAPE CONCEPT

- Forest
- Riparian
- Grove
- Urban
- Meadow
- Lawn



Forest

Canopy: Maples, Sweetgum, Beeches  
Understory: Hornbeam, Redbud, Alesmanchier  
Shrubs: Callicarpa, Viburnum, Oakleaf Hydrangea  
Groundcover: native ferns

Riparian

Native riparian shrubs and grasses with dispersed trees: Willow, River Birch

Grove

Canopy: Maples, Sweetgum, Beeches  
Groundcover: lawn

Urban

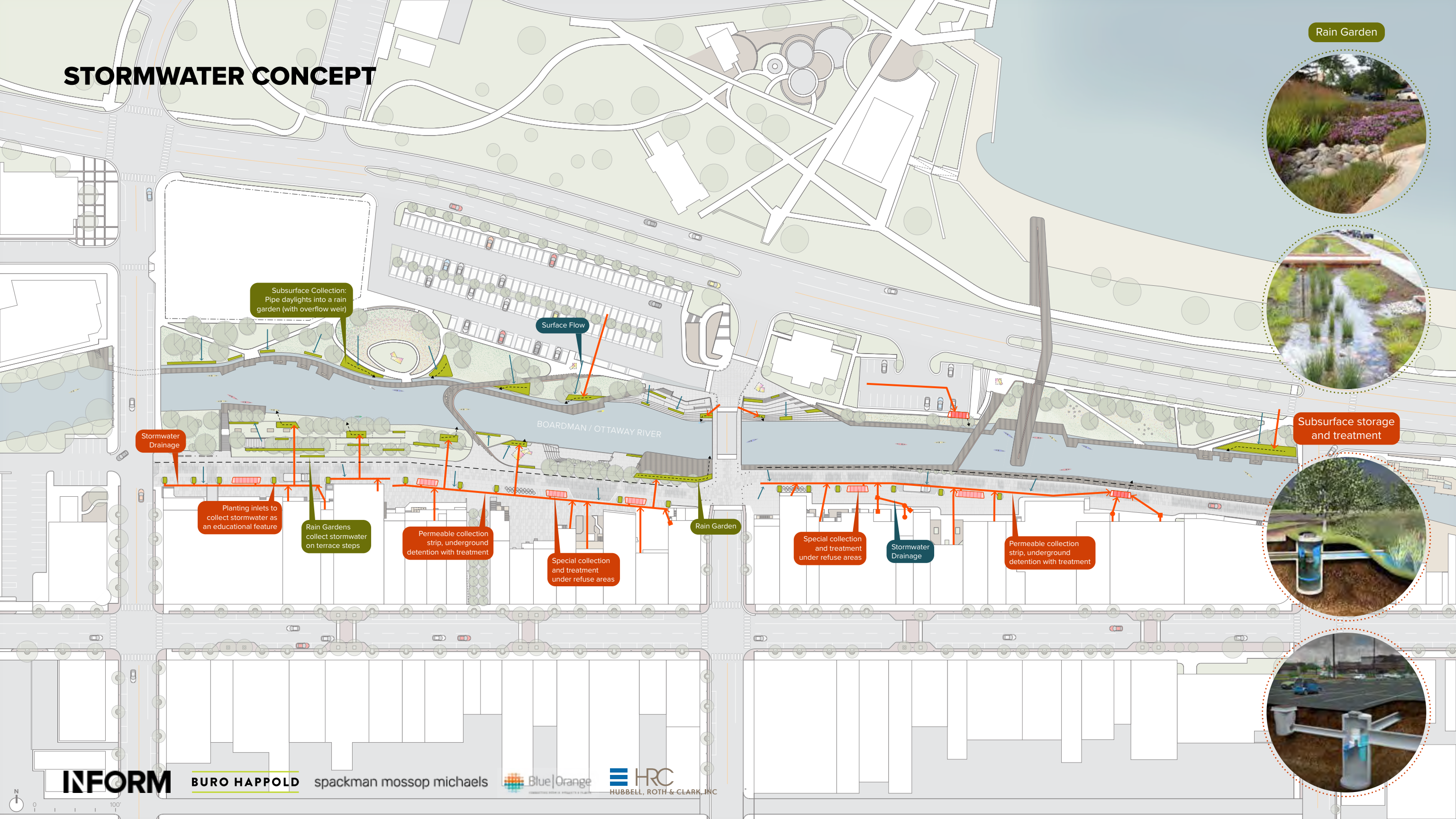
Trees: Ginkgo, Tulip Poplar, Sugar Maple  
Shrubs and grasses: Russian Sage, Winterberry  
Groundcover: flowering perennial

Meadow

Native grasses and perennial wildflowers, Sumac at edges



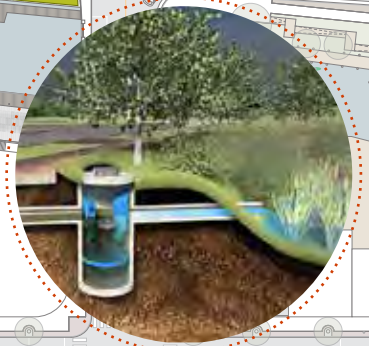
# STORMWATER CONCEPT



Rain Garden



Subsurface storage and treatment



Subsurface Collection:  
Pipe daylights into a rain garden (with overflow weir)

Surface Flow

Stormwater Drainage

Planting inlets to collect stormwater as an educational feature

Rain Gardens collect stormwater on terrace steps

Permeable collection strip, underground detention with treatment

Special collection and treatment under refuse areas

Rain Garden

Special collection and treatment under refuse areas

Stormwater Drainage

Permeable collection strip, underground detention with treatment





**INFORM**

**BURO HAPOLD**

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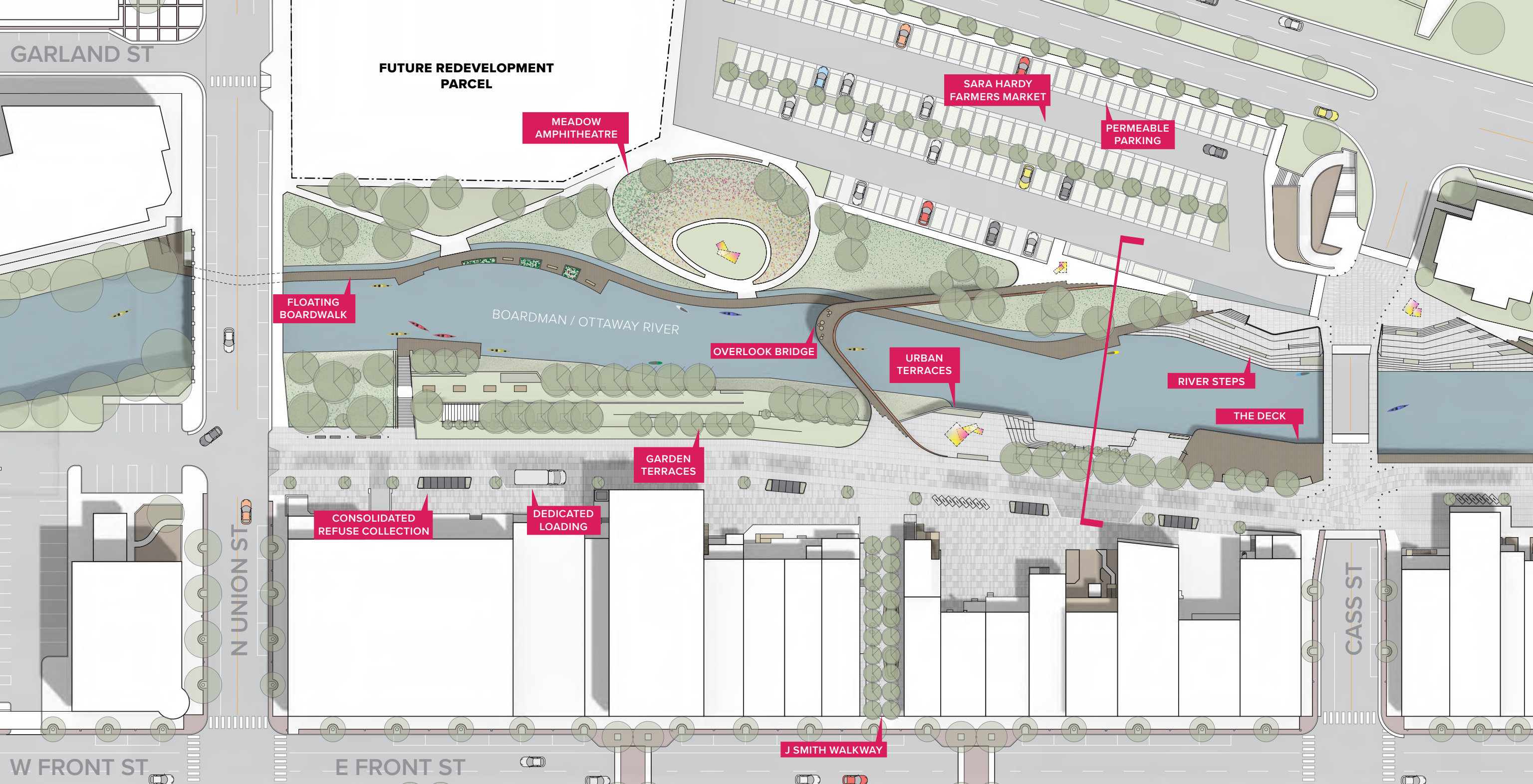
 **Blue|Orange**  
CONNECTING PEOPLE, PROJECTS & PLANES

 **HRC**  
HUBBELL, ROTH & CLARK, INC.



**UNION ST. TO CASS ST.**









**INFORM**

**BURO HAPPOLD**

spackman mossop michaelis

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CONNECTING PEOPLE, PROJECTS & PLANETS

 **HRC**  
HUBBELL, ROTH & CLARK, INC

**VIEW FROM UNION ST BRIDGE**





**INFORM**

**BURO HAPPOLD**

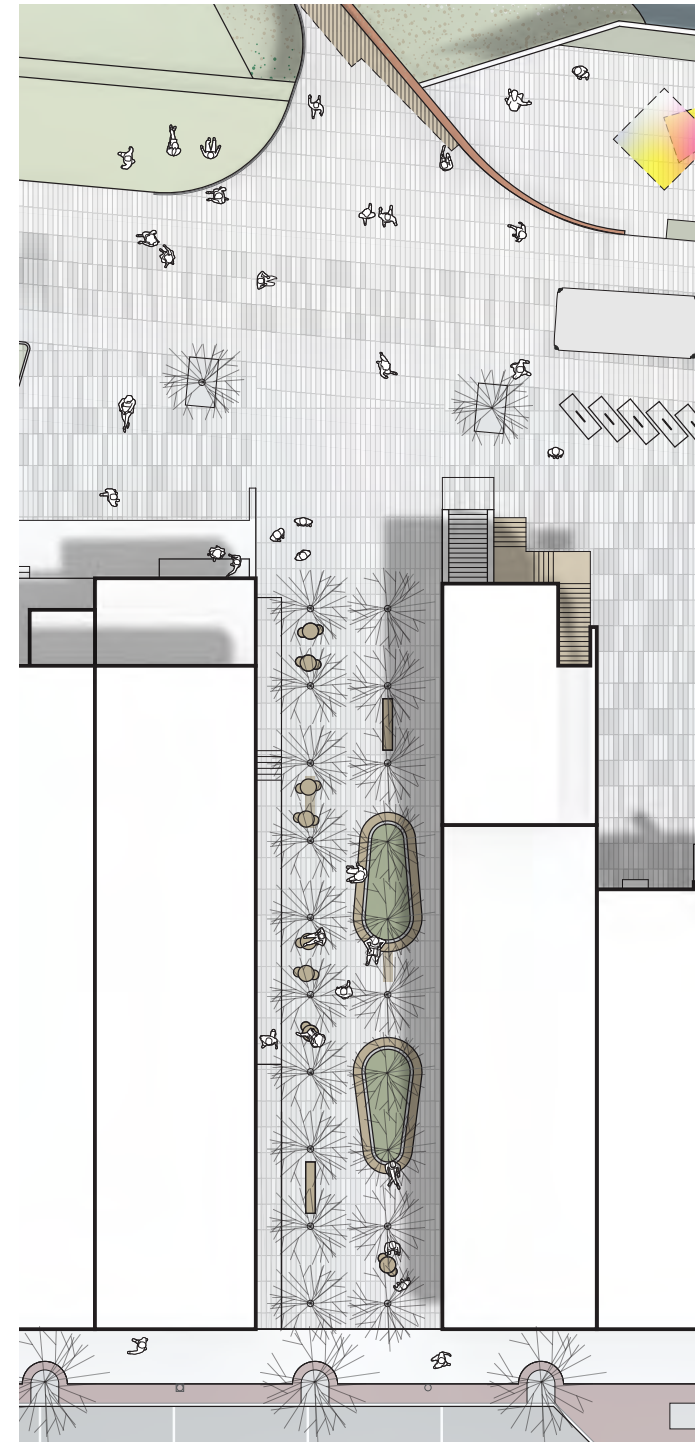
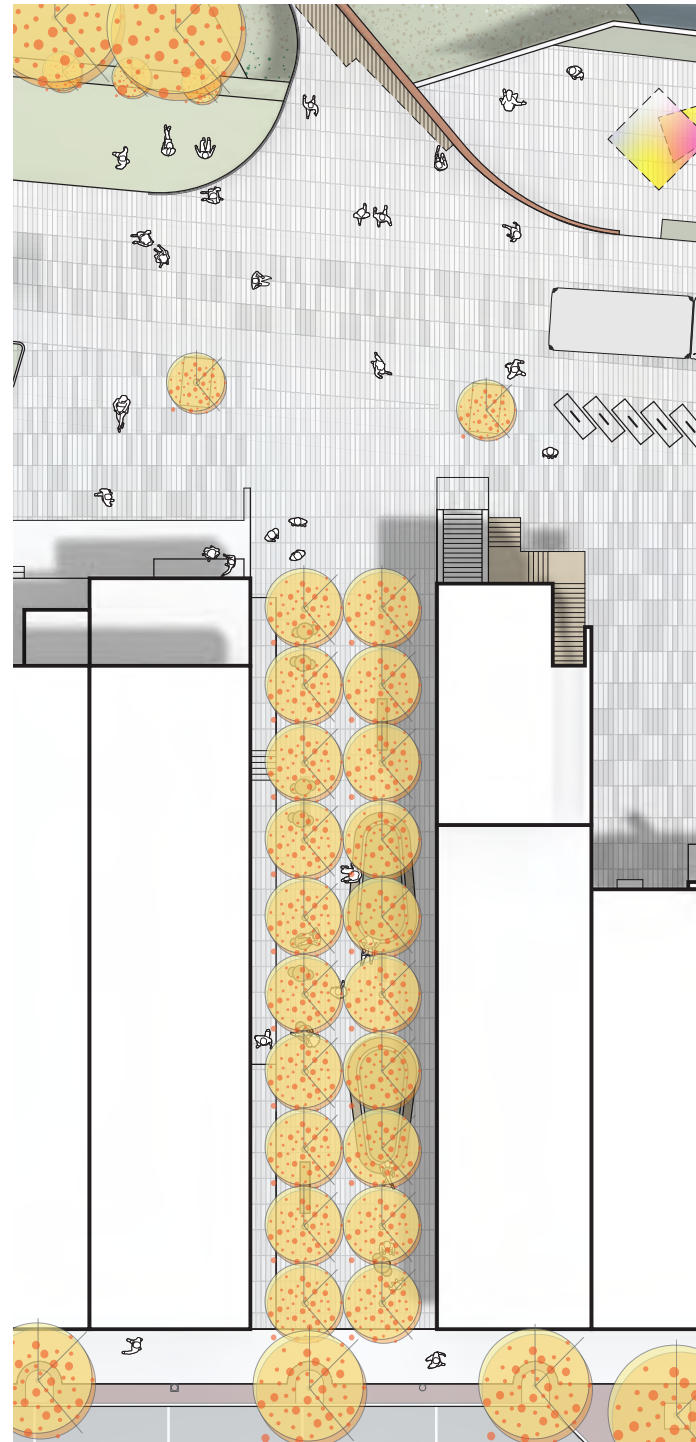
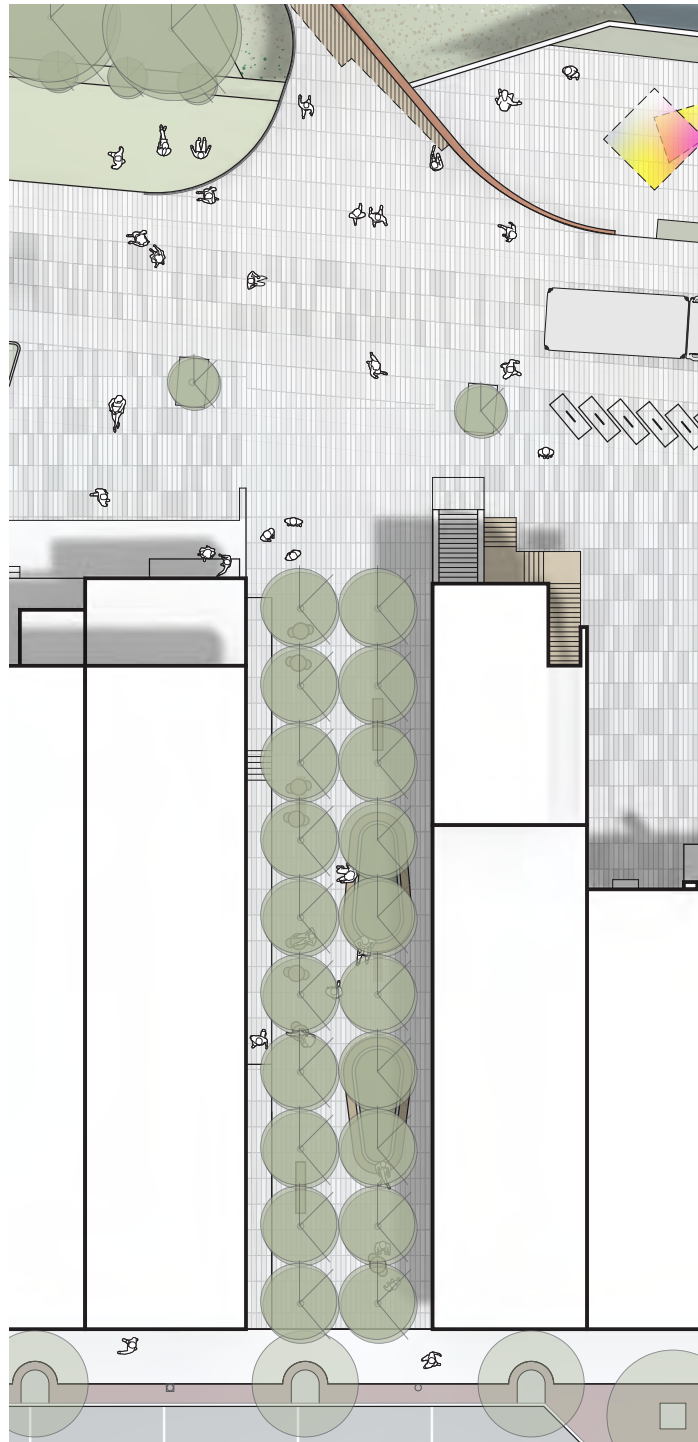
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CONNECTING PEOPLE, PROJECTS & PLACES

**HRC**  
HUBBELL, ROTH & CLARK, INC

**VIEW TOWARD J SMITH WALKWAY**





The J Smith Walkway is one of the main connections between the proposed Downtown Riverfront and the main downtown thoroughfare, Front Street, and the primary pedestrian only connection. The connection is situated on axis with the pedestrian bridge over the Boardman / Ottaway that connects to the Farmer's Market and the Clinch Park tunnel to get to the Bay and the Beach.

The proposed design for this space takes a very intimate, small scale approach to social spaces as a stark contrast to the activated urban and economic engine of Front Street and the proposed large scale pedestrian activated space of the Downtown Riverfront. A tree lined path is maintained directly down the middle of the walkway, flanked on either side by small scale site furnishings and built-in social pod benches with integrated landscape.

# **ATTACHMENT B**

## **SCHEDULE**

**100 Block Boardman River  
Updated 5-31-23**

Issue RFP	June 7, 2023
RFP Due to City	June 28, 2023 1:00 PM
Consultant Interviews	July 10-13, 2023
Consultant Selection Recommendation	July 17, 2023
DDA Selection Concurrence	July 21, 2023
Contract Award City Commission	August 7, 2023
Contract Executed (city):	August 21, 2023
Conceptual Design:	December 29, 2023
Funding Determination	January 1 to April 30, 2024
Preliminary Design	after May 1, 2024
Final Design	TBD
Bidding	TBD
Construction Contract Award	TBD
Construction	TBD

## **ATTACHMENT C**

### **SAMPLE AGREEMENT**

**\*\*Following is the standard agreement form by the City of Traverse City which will be modified to add the DDA as a third party.**

CITY OF TRAVERSE CITY  
CONSULTANT 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 "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, 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 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. Electronic file copies of drawings will not contain the Consultant's seal or the identification of the Consultant in the title block.

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.

CITY OF TRAVERSE CITY

By \_\_\_\_\_  
Richard I. Lewis, Mayor

By \_\_\_\_\_  
Benjamin C. Marentette, City Clerk

CONSULTANT

APPROVED AS TO SUBSTANCE:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Name and Title (print or type)

APPROVED AS TO FORM:

\_\_\_\_\_  
Lauren Tribble-Laucht, City Attorney



## SCOPE OF SERVICES

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

SAMPLE

## SCHEDULE OF PAYMENTS

Payments may be made to the Consultant after satisfactory service and upon receipt of a valid invoice approved by the City.

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

SAMPLE

## TIMETABLE FOR ACTIVITIES

The Consultant's services shall commence within \_\_\_\_ working days after execution of this Agreement. The schedule of activities shall follow the City's Request for Proposals/Bids and the Consultant's Proposal/Bid attached hereto and incorporated herein by reference.

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

SAMPLE