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November 30, 2023

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Engineering, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Thursday, December 21, 2023 at 10:00am** for the following:

**Senior Center Kitchen Equipment**  
(specifications attached)

If the specifications are obtained from the City's website link at: <https://www.traversecitymi.gov/government/city-departments/city-managers-office/city-bids-and-rfps.html> it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to [ks Sheridan@traversecitymi.gov](mailto:ks Sheridan@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 **“Senior Center Kitchen Equipment”**

You must submit **TWO (2) SEALED COPIES** of the bid to the City Engineering Office prior to the above-indicated time and date or the bid will not be accepted. Alternatively, emailed 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, **“Senior Center Kitchen Equipment”** and submit your emailed bid to [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov)

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met.

If you have any questions, please contact Michelle Hunt, Parks & Recreation Superintendent at (231) 922-4900 before the bid is submitted.

PLEASE SUBMIT BID TO: Teresa Nichols, Engineering Assistant  
400 Boardman Avenue, 2<sup>nd</sup> floor  
Traverse City, MI 49684

**PLANS: Attached in Exhibit A**

**SPECIFICATION: Attached in Exhibit B**

**SCHEDULE:** The kitchen installation will be coordinated in conjunction with the overall building schedule as to not affect the previously determined and approved construction schedule.

**MINIMUM REQUIREMENTS:** The above detailed specification shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications which are necessary to provide a complete working unit shall be furnished.

**DELIVERY:** The costs for delivery of the requested items should be included within the bid price. Units shall be delivered to the City of Traverse City in first class operating condition.

**SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specification as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only material of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

**COMPLIANCE:** Bidder must complete and return the enclosed bid forms, including bid sheet. Enter "COMPLY" if your equipment meets or exceeds the requested specification. If your equipment does not comply with the requested specification then enter "EXCEPTION" or other information which may pertain. All exceptions must be fully explained in the "Comply Column." If nothing is written in the column, then the City will assume that the bidder will precisely and exactly meet the specifications requested.

**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 ARE IN THE BEST INTEREST OF THE CITY OF TRAVERSE CITY.**

If you have ANY questions, or are unclear about what we may be requesting, please contact Michelle Hunt at 231-922-4900 EXT. 114. Please ask questions or request clarifications before the bid is submitted.

**Bidder - Please complete and return**

**BID SUMMARY**

**TITLE: Senior Center Kitchen Equipment**

**DUE DATE: December 21, 2023 at 10:00a.m**

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

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

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

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

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

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

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

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

(c) conviction under state or federal antitrust statutes;

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

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

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

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

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

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

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

Submitted by:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**EMAIL ADDRESS:**  
\_\_\_\_\_

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

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

\_\_\_\_\_  
City,

\_\_\_\_\_  
State,

\_\_\_\_\_  
Zip

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

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

### **BID SHEET**

<b>Item No.</b>	<b>Est Qty</b>	<b>Unit</b>	<b>Description of Items</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1	EA	Soiled Dishtable		
2	1	EA	<u>Tall Ventless High Temp Dishwasher</u>		
3	1	EA	Clean Dishtable		
4	2	EA	<u>Wall Mounted Hand Sink</u>		
5	1	EA	3 Compartment Sink		
6	11	EA	Wire Shelving		
7	1	EA	Double Stack Convection Oven		
8	1	EA	6-Burner Electric Oven		
9	1	EA	Ventilation System		
10	1	EA	WorkTop Refrigerator		
11	1	EA	Ice Maker W/Bin		
12	1	EA	Walk-In Cooler		
13	1	EA	2-Door Reach-In Freezer		
14	1	EA	Mop Sink Closet		
15	2	EA	L-Shaped Work Table w/ Prep Sink		
16	1	EA	Mobile Work Table		
17	1	EA	Work Table w/ Open Base		
18	1	EA	Undercounter Refrigerator		
19	1	LSUM	Installation		

**Total Bid for items 1 through 19, inclusive**

\$ \_\_\_\_\_

\_\_\_\_\_ **DOLLARS**  
(write in amount)

The Kitchen Contractor shall acknowledge that they have included the cost of the work to coordinate with the building contractor, working under a separate contract in their bid provided herein in the space provided below

Dated: \_\_\_\_\_

**ACKNOWLEDGED:**

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Senior Center Kitchen Plans**



## EQUIPMENT SCHEDULE

NOTE: ALL DIMENSIONS ARE TO CENTER LINE OF ROUGH-INS

LEGEND

N.T.F.C.C.	NOT IN FOODSERVICE EQUIPMENT CONTRACT
M.I.	MCHANICAL TRADE
E.T.	ELECTRICAL TRADE
H.W.	HOT WATER
C.W.	COLD WATER
W.	WASTE
S.U.	STUB-UP
J.B.	JUNCTION BOX
D.R.	DUPLEX RECEPTACLE
A.F.F.	ABOVE FINISHED FLOOR
D.F.A.	DOWN FROM ABOVE
G.P.	GENERAL PURPOSE
B.T.D.	FUNNEL FLOOR DRAIN
F.T.C.D.	BRANCH TO CONNECTIONS
F.D.	FLOOR DRAIN
S.R.	SINGLE RECEPTACLE
RI HT	ROUGH IN HEIGHT

NOTE: STAFFORD-SMITH, INC. WILL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION WORK PERFORMED WITH ANY OBSOLETE PLANS. IT IS THE RESPONSIBILITY OF EACH CONTRACTOR TO BE SURE THEY ARE USING THE LATEST PLANS.

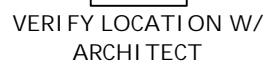


JOB NO  
JOB #

SHEET  
NO.  
*FS1*

TRAVERSE CITY SENIOR CENTER	DRAWN: fcz					
	CHECKED:					
	DATE:					
	SCALE:					
Traverse City, MI						

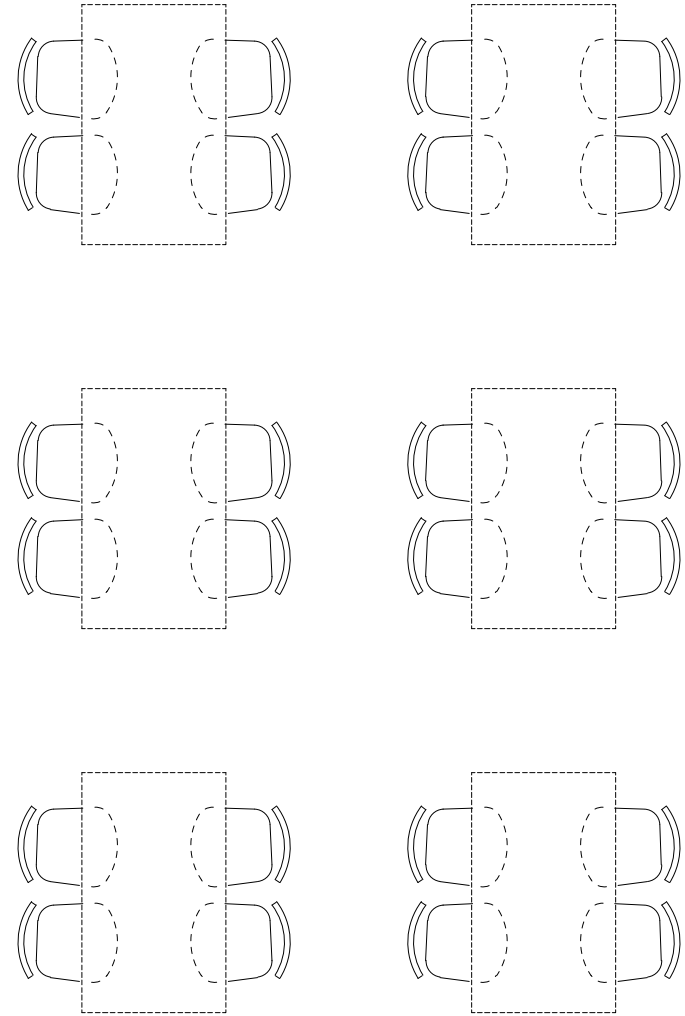




ELECTRICAL SCHEDULE											
ITEM NO	QTY	EQUIPMENT CATEGORY	AMPS	KW	HP	VOLTS	PHASE	DIRECT PLUG	NEMA	ELECTRICAL AFF (IN)	ELEC REMARKS
2	1	TALL VENTLESS HIGH TEMP DISHWASHER	53.7			208-240	3	X		72	
7	1	DOUBLE STACK CONVECTION OVEN	70.0	25.0	0.5	208	3	X		36	(1) CONNECTION PER DECK
8	1	6-BURNER ELECTRIC OVEN	37.5	17.0		208	3	X		36	
10	1	WORKTOP REFRIGERATOR	2.5		0.2	120	1	X	5-15P	18	
11	1	ICE MAKER W/ BIN	11.9			120	1	X		72	
12	1	WALK-IN COOLER	15.0			120	1	X		DFA	VERIFY REQ'TS W/ APPROVED SHOP DRAWINGS
12.1	1	CONDENSING UNIT	15.0		0.5	208-230	1	X		ROOF	VERIFY REQ'TS W/ APPROVED SHOP DRAWINGS
12.2	1	EVAPORATOR COIL	15.0			120	1	X		DFA	VERIFY REQ'TS W/ APPROVED SHOP DRAWINGS
13	1	2-DOOR REACH-IN FREEZER	9.4		0.5	120	1	X	5-15P	90	
18	1	UNDERCOUNTER REFRIGERATOR	2.6		0.2	120	1	X	5-15P	18	

# ELECTRICAL PLAN

- NOTE: STAFFORD-SMITH, INC. WILL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION WORK PERFORMED WITH ANY OBSOLETE PLANS. IT IS THE RESPONSIBILITY OF EACH CONTRACTOR TO BE SURE THEY ARE USING THE LATEST PLANS.













ITEM NO	QTY	EQUIPMENT CATEGORY	COLD WATER SIZE (IN)	COLD WATER AFF (IN)	HOT WATER SIZE (IN)	HOT WATER AFF (IN)	DIRECT DRAIN SIZE (IN)	DIRECT DRAIN AFF (IN)	INDIRECT DRAIN	GAS SIZE (IN)	MBTUH	GAS AFF (IN)	PLUMBING REMARKS
1	1	SOILED DISHTABLE	0.5	14	0.5	14			FS				EXTEND DRAIN TO NEAREST FLOOR SINK
2	1	TALL VENTLESS HIGH TEMP DISHWASHER	2.0	7.5	14				FS				EXTEND DRAIN TO NEAREST FLOOR SINK
4	2	WALL MOUNTED HAND SINK	0.5	21	0.5	21	1.5	18					ADJUST ROUGH-IN HEIGHTS AS NEEDED TO MEET CLEARANCE REQUIREMENTS
5	1	3 COMPARTMENT SINK	0.5	14	0.5	14	2.0	12	FS				EXTEND WASH SINK DRAIN DIRECT TO GREASE TRAP; EXTEND RINSE & SANITIZE DRAINS TO NEAREST FLOOR SINK
11	1	ICE MAKER W/ BIN	0.375	60					FFD				RUN CW THRU FILTER THEN TO ICE MAKER; EXTEND DRAIN TO NEAREST FLOOR DRAIN
12	1	WALK-IN COOLER							FFD				EXTEND DRAIN TO NEAREST FUNNEL FLOOR DRAIN
14	1	MOP SINK CABINET	0.5	36	0.5	36	2.0	SU					
15	2	L-SHAPED WORK TABLE W/ PREP SINK	0.5	14	0.5	14			FS				EXTEND DRAIN TO NEAREST FLOOR SINK

## PLUMBING PLAN

## GENERAL NOTES:

- M-T. TO ADJUST LOCATION OF FLOOR DRAINS AS NECESSARY SO FLOOR DRAINS DO NOT INTERFERE WITH OTHER NATURAL ELEMENTS OR EQUIPMENT. SOME MOVEMENT OF DRAINS ARE POSSIBLE. ALWAYS MAKE DRAINS MORE ACCESSIBLE RATHER THAN OBSCURED BY EQUIPMENT.
- M-T. TO PROVIDE AND RUN WASTE LINES FROM ROUGH IN'S AND MAKE CONNECTION ON EQUIPMENT. PROVIDE ALL TRAPS, TRAP BENDS AND INTERCONNECT ALL SINK DRAINS.
- ASSEMBLY: HOSE STATIONS, PERIGRESSORS, THERMOCOILS, THERMOCOIL TRAP FILLERS, VACUUM BREAKERS, CHECK VALVES, FLOW CONTROL VALVES, PRESSURE REDUCING VALVES, WATER STRAINERS, WATER FILTERS AND PROVIDE WATER PRESSURE REDUCING VALVES AND GAUGES FOR REQUIRED SET PRESSURE WHERE REQUIRED.
- M-T. TO PROVIDE AND INSTALL ALL INDIRECT WASTE AND CONDENSATE LINES FROM EQUIPMENT TO FLOOR DRAINS.
- I-INDI RECT WASTE DRAINS ARE RECOMMENDED STYLE AND I IN RECOMMENDED LOCATION FOR EQUIPMENT USE. ALL I-INDI RECT DRAINS ARE BY M.T. TO PROVIDE THE RECOMMENDED STYLE OF I-INDI RECT DRAIN I NEEDED.
- M-T. TO VERIFY ALL REQUIREMENTS OF EXISTING EQUIPMENT. EQUIPMENT NOT TO FOOD SERVICE WITH EQUIPMENT OR EQUIPMENT WITH G.C. ARCHITECT AND OWNER.

LEGEND - PLUMBING CONNECTIONS

-  COLD WATER
-  HOT WATER
-  CHILLED SUPPLY WATER
-  CHILLED RETURN
-  GAS
-  WASTE, DIRECT-CONNECTED UNLESS NOTED "OPEN HUB"
-  FLOOR DRAIN
-  FLOOR DRAIN W/ ATTACHED FUNNEL
-  FLOOR SINK WITH HALF GRATE UNLESS NOTED OTHERWISE
-  FIELD CONNECTIONS

NOTE: ALL DIMENSIONS ARE TO CENTER LINE OF ROUGH-INS

### LEGEND

- |            |                                       |
|------------|---------------------------------------|
| N.I.F.E.C. | NOT IN FOODSERVICE EQUIPMENT CONTRACT |
| M.T.       | MECHANICAL TRADE                      |
| E.T.       | ELECTRICAL TRADE                      |
| H.W.       | HOT WATER                             |
| C.W.       | COLD WATER                            |
| W          | WASTE                                 |
| S.U.       | STUB-UP                               |
| J.B.       | JUNCTION BOX                          |
| D.R.       | DUPLEX RECEPTACLE                     |
| A.F.F.     | ABOVE FINISHED FLOOR                  |
| D.F.A.     | DOWN FROM ABOVE                       |
| G.P.       | GENERAL PURPOSE                       |
| F.F.D.     | FUNNEL FLOOR DRAIN                    |
| B.T.C.D.   | BRANCH TO CONNECTIONS                 |
| F.D.       | FLOOR DRAIN                           |
| S.R.       | SINGLE RECEPTACLE                     |
| R/H HT     | ROUGH IN HEIGHT                       |

NOTE: STAFFORD-SMITH, INC. WILL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION WORK PERFORMED WITH ANY OBSOLETE PLANS. IT IS THE RESPONSIBILITY OF EACH CONTRACTOR TO BE SURE THEY ARE USING THE LATEST PLANS.



**EXHIBIT B**  
**Equipment Specifications**

# **Traverse City Senior Center Kitchen Equipment Specifications 11/15/2023**

## **ITEM 1 - SOILED DISHTABLE (1 REQ'D)**

John Boos Model SDT6-S60SBK-R Dimensions: 44.06(h) x 60(w) x 30.38(d)

Pro-Bowl Soiled Dishtable, straight design, 60"W x 30"D x 44"H overall size, right-to-left operation, (1) 20"W x 20" front-to-back x 8" deep pre-rinse sink bowl, 10"H boxed backsplash with 45° top & 2" return, (1) set of splash mount faucet holes with 8" centers, 2-1/4"H rolled edge, 16/300 stainless steel top, stainless steel legs, bracing, & adjustable bullet feet, NSF

- 1 ea SPECIFY DISH MACHINE BRAND AND MODEL. John Boos standard opening is 20-7/8". Certain dish machines require modification at additional cost not shown here.
- 3 ft Model X-0413J Pass Thru Shelf (per linear foot) (minimum 3 feet) (modification)
- 1 ea Model PB-DTA-20-01-X Dish Table Pre-Rinse Basket, with welded slide bar, stainless steel construction, fits 20" x 20" pre-rinse sink (Available in Effingham)
- 1 ea Model PB-PRW-1LF-X Prerinse Unit, splash mount, flex stainless steel hose, 8" centers, 1/4 turn cramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, includes 12" wall bracket, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET) (Available in Effingham and Nevada)

## **ITEM 2 - DISHWASHER, DOOR TYPE, VENTLESS (1 REQ'D)**

Hobart Model AM16VLT-BAS-2

Ventless Dishwashing Machine, tall chamber (27"), door type, energy recovery, high temp sanitizing, 208-240/60/3 (field convertible to single phase), internal condensing system, 40 racks/hour, straight-thru or corner installation, user-friendly smart touchscreen controls, Wi-Fi connectivity with SmartConnect app, Sense-A-Temp™ booster, electric tank heat, X-shaped wash arms, scrap screen and basket, door actuated start, door lock, stainless steel tank, tank shelf, chamber, trim panels, frame & feet, cULus, NSF, ENERGY STAR®. Factory Startup - Free for installations within 100 miles of a Hobart Service Office during normal business hours with appropriate notice; installation beyond 100 miles will be quoted by Service.

- 1 ea Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.
- 1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA
- 1 ea Model DWT2-AM16 Drain water tempering (dual valve) kit with Pumped Drain Air Gap for VL-BAS and VLT-BAS models
- 1 ea Model ACC-INSTALL-HOB Accessory Installation - for installation within 100 miles of a Hobart Service Office during normal business hours with appropriate notice; installation beyond 100 miles will be quoted by Service. Includes installation of this item only, final electrical or plumbing connections by others. Recommendation: coordinate accessory installation with machine assembly/ installation (NET)
- 1 ea NOTE: For water of 3-grains of hardness or more, Hobart suggests adding a water softener.

## **ITEM 3 - CLEAN DISHTABLE (1 REQ'D)**

John Boos Model JDTC-20-48L-X Dimensions: 44.06(h) x 48(w) x 30.38(d)

Dishtable, clean, straight design, 48"W x 30"D x 44"H overall size, for right-to-left operation, 10" boxed backsplash with 45° top & 2" return, rolled front & side rims, 16/300 stainless steel top, stainless steel legs, adjustable bracing, & bullet feet, NSF (Available in Effingham and Nevada)

ITEM 4 - HAND SINK (2 REQ'D)

John Boos Model PBHS-W-1410-P-SSLR-X Dimensions: 13.25(h) x 17(w) x 15(d)

Pro-Bowl Hand Sink, wall mount, 14"W x 10" front-to-back x 5" deep bowl, splash mount faucet holes with 4" centers, 1-7/8" drain opening with basket drain, with left & right side splashes, includes mounting bracket, all stainless steel construction, NSF, CSA-Sanitation (splash mount faucet included) (Available in Effingham and Nevada)

- 2 ea Standard flyer accessories only, NO modifications to flyer items allowed or their accessories
- 2 kt Model PB-SMMK-90 Splash Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers and (2) male & female short 90° elbows

ITEM 5 - THREE (3) COMPARTMENT SINK (1 REQ'D)

John Boos Model 3B16204-2D18-X Dimensions: 44(h) x 87.25(w) x 25.5(d)

"B" Series Sink, 3-compartment, 87-1/4"W x 25-1/2"D x 44"H overall size, (3) 16"W x 20" front-to-back x 14" deep compartments, (2) 18" left & right drainboards, 10"H boxed backsplash with 45° top and 2" return, (1) set of splash mount faucet holes with 8" centers, 3-1/2" die-stamped drain openings, 16/300 stainless steel construction, stainless steel legs, adjustable side bracing, adjustable bullet feet, NSF, CSA-Sanitation (Available in Effingham and Nevada)

- 1 ea Standard flyer accessories only, NO modifications to flyer items allowed or their accessories
- 1 ea Model PB-PRW-1LF-X Prerinse Unit, splash mount, flex stainless steel hose, 8" centers, 1/4 turn cramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, includes 12" wall bracket, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET) (Available in Effingham and Nevada)
- 1 pr Model PB-WR-X ADA Wrist Blades, stainless steel, (1 pair), use with heavy duty faucets ONLY (Available in Effingham and Nevada)
- 1 kt Model PB-SMMK-90 Splash Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers and (2) male & female short 90° elbows
- 1 ea Model PB-AD-12LF-X Add-On-Faucet, 12" swing spout, fits on PB-PRW-1LF or PB-PRD-2LF pre-rinse units (LEAD FREE FAUCET) (Available in Effingham and Nevada)
- 3 ea Model PB-LWR-1-X Twist Handle Lever Waste, for 3-1/2" industry standard sink opening, standard valve, basket strainer (includes an adapter for either 2" or 1-1/2" drain outlet) (Available in Effingham and Nevada)
- 3 ea Model PB-LWB Lever waste support arm bracket. Not for use with PB-LWS-1 or PB-LWS-1OV straight handle lever waste.
- 1 ea Note: Provisions made at factory for installation.

ITEM 6 - WIRE SHELVING (4 REQ'D)

Metro Model 1842NK3 Dimensions: 42(w) x 18(d)

Quick Ship - Super Erecta® Shelf, wire, 42"W x 18"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

- 32 ea Model 2142NK3 Quick Ship - Super Erecta® Shelf, wire, 42"W x 21"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF
- 4 ea Model 1836NK3 Quick Ship - Super Erecta® Shelf, wire, 36"W x 18"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF

- |       |   |
|-------|---|
| 4 ea  | Model 2154NK3 Quick Ship - Super Erecta® Shelf, wire, 54"W x 21"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF   |
| 44 ea | Model 74PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection |

ITEM 7 - CONVECTION OVEN, ELECTRIC (1 REQ'D)

Vulcan Model VC44ED Dimensions: 70(h) x 40(w) x 42.25(d)

Convection Oven, electric, double-deck, standard depth, solid state controls, temperature range 150° to 500°F, 60 minute timer with audible alarm per oven, oven cool switch for rapid cool down, independently operated stainless steel doors with double pane windows, porcelain enamel on steel oven interiors, (5) nickel plated racks per oven, stainless steel front, top, sides & 8"H legs, (2) 1/2 HP two speed oven blower-motors, 12 kW each section, NSF, cUL, UL, ENERGY STAR®

- |      |   |
|------|---|
| 1 ea | 1 year limited parts & labor warranty, standard |
| 1 ea | (2) 208v/60/3-ph, 70 amps total, standard       |
| 1 st | Casters, set of (4) in lieu of standard legs    |

ITEM 8 - RANGE, 36", 6 FRENCH HOT PLATES (1 REQ'D)

Vulcan Model EV36S-6FP208 Dimensions: 58(h) x 36(w) x 34(d)

Restaurant Range, electric, 36", (6) 2.0 kW French hotplates, infinite controls, standard oversized oven, includes (1) rack, stainless steel front, sides, single-deck high shelf & 6" legs, 208v

- |      |   |
|------|---|
| 1 ea | 1 year limited parts & labor warranty, standard           |
| 1 ea | 208v/50-60/3-ph, 17.0kW, 54.1 amps, direct wire, standard |
| 1 ea | Single deck stainless steel high shelf, standard          |
| 1 st | Model CASTERS-RR4 Casters, 5" (set of 4) (2 with locks)   |

ITEM 9 - HOOD (1 REQ'D)

Captive Aire Model 5424PK-ND-2Q-SB-F

7'-0" long exhaust only wall canopy hood with 16" wide perforated supply plenum and built in 3" back standoff. Hood will be built with 430 SS and include captrate solo filters, canopy light fixtures, exhaust riser, field wrapper, grease cup, stainless backsplash, left and right vertical end panel.

- |      |   |
|------|---|
| 1 ea | Model DU85HK High speed direct drive centrifugal upblast exhaust fan with disconnect switch and 15-3/4" wheel. Exhaust fan handles 1400 CFM and runs at 1237 RPM. Exhaust motor will be a 0.75hp unit with a 115v electrical requirement. Includes grease cup, and hinged curb.   |
| 1 ea | Model K-A1-E.362-15D Direct gas fired heated make up air unit with 15" mixed flow direct drive fan. Supply fan handles 1400 CFM and runs at 1520 RPM. Heater supplies 102,390 BTU's. Supply motor is a 0.75hp unit with a 230v/3 phase electric requirement. Includes sloped filter intake, discharge temp control, gas manifold, gas pressure gauges, gas strainer, motorized back draft damper, variable frequency drive, and curb. |
| 1 ea | Model SC-E011011MA Demand control ventilation with control for 1 exhaust fan, 1 supply fan, exhaust on in fire, lights out in fire, fans modulate based on duct temperature, temperature sensor, variable frequency drives, digital prewire lighting relay kit, and thermistor cable.   |
| 1 ea | Model DUCT WORK All type 1 duct work needed to connect the top of the hood to the bottom of the exhaust fans. Includes all hardware, fire wrap, and and clamps to make a secure connection.   |
| 1 ea | Model FACTORY SERVICES Factory design services for verification of demand control ventilation, make up air unit, exhaust fan, hood, and AC unit in make up air. A full diagnostic report will be made available to the customer after this is complete.   |

ITEM 9.1 - FIRE SUPPRESSION SYSTEM (1 REQ'D)

Custom Model FIRE SUPPRESSION SYSTEM

Ansul fire suppression system for the kitchen hood - to be supplied by KEC contractor

ITEM 10 - REFRIGERATED WORK TOP (1 REQ'D)

Continental Refrigerator Model SW32N Dimensions: 35.25(h) x 32(w) x 31.44(d)

Work Top Refrigerator, 32"W, 9.0 cu ft capacity, one-section, stainless steel flat top, (1) field rehingeable door, stainless steel front & end panels, aluminum interior, rear mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, 1/5 hp, cETLus, NSF, ENERGY STAR®

- 1 ea Standard warranty (for the United States & Canada Only): 6 year parts and labor; additional 1 year compressor part
- 1 ea 115v/60/1-ph, 2.46 amps, cord, NEMA 5-15P, standard
- 1 ea Door hinged on right, standard
- 1 ea Casters, 5" standard

ITEM 11 - ICE MAKER, CUBE-STYLE (1 REQ'D)

Manitowoc Model IYT0450A Dimensions: 21.5(h) x 30(w) x 24(d)

Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24"D x 21-1/2"H, production capacity up to 490 lb/24 hours at 70°/50° (378 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR®

- 1 ea Model WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard
- 1 ea (-161) 115v/60/1-ph, 11.9 amps
- 1 ea Model AR-10000-P Arctic Pure® Plus Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 15,000 gallon capacity, 0-600 lbs./ice per day
- 1 ea Model WARRANTY-ARCPURE 3 year parts & labor warranty on cap, housing, hardware, & mounting assembly (does not refer to filter cartridge), standard
- 1 ea Model D400 Ice Bin, 30"W x 34"D x 38"H, with side-hinged front-opening door, side grips, 365 lbs. application capacity, AHRI certified 12.3 cu. ft., for top-mounted ice maker, Duratech exterior, NSF
- 1 ea Model WARRANTY-BIN/DISP 3 year parts & labor warranty, standard
- 1 ea Legs, 6" adjustable stainless steel, standard

ITEM 12 - WALK IN MODULAR, BOX ONLY (WITH REFRIGERATION SELECTION) (1 REQ'D)

Norlake Model 8X9X8-7 Dimensions: 103(h) x 96(w) x 108(d)

Fast-Trak™ Indoor Walk-In, 8' x 9' x 8'-7" H, smooth aluminum interior floor, 26 gauge embossed coated steel interior & exterior finish, self-closing door, locking deadbolt handle (REFRIGERATION OPTION TO BE SPECIFIED IN ACCESSORIES, PRICING NOT INCLUDED IN THIS LIST PRICE)

- 1 ea Pricing is valid for 60 days upon receipt of purchase order AND approved drawing (if applicable). Order must ship per our current standard lead time or pricing will be subject to change. All shipments will be FOB Hudson, WI or New Albany, MS.
- 1 ea 15 year original equipment panel warranty
- 1 ea Model MHMD005AB Medium Temp Condensing Unit, pre-assembled high ambient, hermetic remote refrigeration, 5701 BTU @ +25°F suction +35°F cabinet @ 100°F ambient, R-448A/R-449A, pre-wired/mounted accessories, 208-230v/60/1-ph, 15 amps, 1/2 HP, Made in USA



- 1 ea Model E1MD0060A-TA2 (QUICK SHIP) Medium Temp Evaporator Coil, for R448-A/R-449A Hermetic Condensing Units, 6000 BTU @ suction temperature +25°F, 10°F T.D., (1) fan, 115v/60/1-ph
- 1 ea 18 months parts and labor warranty, standard
- 1 ea Optional Compressor Warranty extending to 5 years (net)
- 1 ea Door size 30" x 78"
- 1 ea Door hinged on right, specify door location with sketch
- 1 ea Model 157752 48" LED light fixture (shipped loose)
- 1 ea Model 123116 Interior Ramp, 30" (allow 10 days for interior ramps)
- 1 ea Freight Region: Central
- 1 ea Freight Destination - (MI) Michigan (NET)

ITEM 13 - REACH-IN FREEZER (1 REQ'D)

Continental Refrigerator Model 2FN Dimensions: 82.25(h) x 52(w) x 35.38(d)

Freezer, reach-in, two-section, self-contained refrigeration, stainless steel front, aluminum interior & ends, standard depth, full-height solid doors, cylinder locks, electronic control with digital display, unit can be adjusted to operate as low as -10°F, hi-low alarm, electric condensate evaporator, R290 Hydrocarbon refrigerant, 1/2 HP, cETLus, NSF, ENERGY STAR®

- 1 ea Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 4 year compressor part
- 1 ea 115v/60/1-ph, 9.0 amps, cord, NEMA 5-15P, standard
- 1 ea Left Door hinged on left & right door hinged on right, standard
- 1 ea 5" Casters, standard

ITEM 14 - MOP SINK CABINET (1 REQ'D)

John Boos Model PBJC-303084-X Dimensions: 84(h) x 30(w) x 30(d)

Janitor Cabinet, 30"W x 30"D x 84"H overall size, enclosed cabinet with open back for plumbing, (2) lockable louvered swing doors, includes 24" x 24" x 12" deep mop sink with drain, overhead shelf, rear-mounted mop holder with (3) locking cams, service faucet with vacuum breaker and 120" hose, 18/300 stainless steel, NSF (Available in Effingham and Nevada)

ITEM 15 - WORK TABLE, L-SHAPED (2 REQ'D)

John Boos Model ST6R5-L2460SSK Dimensions: 40.75(h) x 60(w) x 24(d)

Work Table, L-shaped, 60"W x 60"D x 40-3/4"H overall size, 24" working depth, 16/300 stainless steel top with 5" backsplash, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, KD, NSF

- 2 ea Note: Longest side can not exceed 144" & shortest side can not exceed 87". When shortest side exceeds 87", welded field joint required.
- 2 ea Model CUT1618146 Weld-In Undermount Sink, 1-compartment, 16"W x 18" front-to-back x 14" deep, 3-1/2" drain opening, 16/300 stainless steel fabricated bowl, includes cutout, bowl, faucet holes & welding/polishing (Not available for FBLG & UFBLG)
- 2 ea Bowl must be rotated 90°, short side fits front-to-back on table
- 2 ea Model X-0205B On the right (modification)
- 2 ea Model PBF-8HD-8-SLF Heavy Duty Faucet, deck mount, 8" swing spout, 8" centers, 1/4 turn ceramic cartridges, color coded hot/cold indicators, integral check valve, 1/2" NPT, chrome finish, NSF, cCSAus, ADA Compliant (LEAD FREE FAUCET)
- 2 kt Model PB-DMMK Deck Mount Faucet Mounting Kit, includes (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers and (2) rubber washers

ITEM 16 - WORK TABLE, 60", STAINLESS STEEL TOP (1 REQ'D)

John Boos Model ST6-2460SSK-X Dimensions: 35.75(h) x 60(w) x 24(d)

Work Table, 60"W x 24"D, 16/300 stainless steel flat top, with Stallion Safety Edge front & back, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD (Available in Effingham and Nevada)

- 1 ea Standard flyer accessories only, NO modifications to flyer items allowed or their accessories
- 1 ea Model DP2015-S24-X Drawer, for 24"D work tables, 15"W x 20"D x 4-3/4" deep, stainless steel construction, poly friction slides, NSF, for stainless steel table tops only (Available in Effingham and Nevada)
- 1 st Model CAS01-R-X Casters, 5", heavy duty, locking, for 1-5/8" diameter legs (set of 4) (Available in Effingham and Nevada)
- 1 ea Model X-CUTLEG Legs cut for casters for a standard 35.75" working height

ITEM 17 - WORK TABLE, 48", STAINLESS STEEL TOP (1 REQ'D)

John Boos Model ST6-2448SBK Dimensions: 35.75(h) x 48(w) x 24(d)

Work Table, 48"W x 24"D, 16/300 stainless steel flat top, with Stallion Safety Edge front & back, 90° turndown on sides, stainless steel legs, side & rear adjustable bracing, adjustable bullet feet, NSF, CSA-Sanitation, KD

ITEM 18 - UNDERCOUNTER REFRIGERATOR (1 REQ'D)

Turbo Air Model MUR-34S-N6 Dimensions: 25.63(h) x 34(w) x 22.5(d)

M3 Series Undercounter Refrigerator, shallow depth, one-section, 4.27 cu. ft. capacity, 34"W x 22-1/2"D x 25-5/8"H, self-contained refrigeration, (2) solid door, digital temperature control & monitor system, LED interior lighting & fan control, (2) adjustable polyethylene coated wire shelves, aluminum interior with stainless steel floor, stainless steel exterior, R-600A Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, cord with NEMA 5-15P, 2.6 Amp, ETL-Sanitation, cETLus

- 1 ea Note: Contact factory representative for parts & accessories discounts
- 1 ea 5 year parts & labor warranty, standard
- 1 ea 7 year compressor warranty (self-contained only)
- 1 st Caster Set, swivel, locking front wheels, standard

ITEM 19 - INSTALLATION (1 REQ'D)

Custom Model INSTALL - KITCHEN EQUIPMENT

Installation of all quoted food service equipment including accumulation of the equipment in our warehouse, delivery of the units to your site, uncrating and setting the units in place. All units will have accessories supplied by manufacturer installed (i.e. shelving, covers, cutting boards, legs, casters).

\*\*\*All mechanical connections (i.e. electrical, plumbing, gas, etc.), roofing, masonry work, tiling, drywall, structural framing, flooring, ceiling work, etc. BY OTHER TRADES.

ITEM 20 - INSTALLATION (1 REQ'D)

Custom Model INSTALL - WALK-INS (REMOTE)

Installation of the remote refrigeration systems including the walk-in cooler) - includes receiving the panels at our facility, storage for up to 30 days in our warehouse, delivery to jobsite and erection of the panels/box. Work includes setting the compressors on the roof, piping of the refrigeration lines up to the compressors (up to 25'), charging the lines with refrigerant and starting up, balancing and checking the system including setting all defrost time clocks or any other controls associated with the proper operation of the systems.

\*\*\*All mechanical connections (i.e. electrical, plumbing, gas, etc.), roofing, masonry work, tiling, drywall, structural framing, flooring, ceiling work, etc. BY OTHER TRADES.

ITEM 21 -       INSTALLATION   (1   REQ'D)

Custom Model INSTALL - VENTILATION

Installation of the quoted ventilation system including hanging the hoods from the superstructure, installing the complete factory provided grease duct system, providing and installing the make up air duct, mounting of the fans and rails, make up air unit and curb, and provide and install one type two duct system for dish hood.

\*\*\* All mechanical connections (i.e. electrical, plumbing, gas, etc.), roofing, masonry work, tiling, drywall, structural framing, flooring, ceiling work, etc. BY OTHER TRADES.

**EXHIBIT C**  
**Sample Contract**

## DRAFT: ATTACHMENT C

### CITY OF TRAVERSE CITY VENDOR AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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  
[Type text]

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 \_\_\_\_\_,  
\_\_\_\_\_, Mayor

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

VENDOR

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Liz Vogel, 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]

SAMPLE

## 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 \_\_\_\_\_.

SAMPLE