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City of Traverse City  
Office of the City Manager

GOVERNMENTAL CENTER  
400 Boardman Avenue  
Traverse City, MI 49684  
(231) 922-4440  
(231) 922-4476 fax  
tcmanage@traversecitymi.gov



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September 9, 2024

Vendor:

The City of Traverse City will receive sealed proposals in the Office of the City Manager, second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Friday, October 4, 2024 at 10:00 a.m.** for the following:

### **Develop a Park, Open Space & Recreation Master Plan**

If the specifications are obtained from the City's website link at: [City of Traverse City Proposals](#), it is the sole responsibility of the vendor to check the website for updates and addenda prior to the proposal being submitted. Vendor may also sign up to receive notifications when proposals and requests for proposals are posted by sending an email requesting same to [ksheridan@traversecitymi.gov](mailto:ksheridan@traversecitymi.gov)

The City of Traverse City reserves the right to accept or reject any or all proposals, waive irregularities, and to accept the proposals 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 vendor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the vendor.

You must indicate on the outside of the sealed envelope that the proposal is for **“Park, Open Space & Recreation Master Plan.”** Please must submit **two (2) sealed copies** of the proposal to the City Manager's Office prior to the above-indicated time and date or the proposal will not be accepted. Alternatively, emailed proposals **will be** accepted. Please indicate in the subject line of your email that you are submitting a “Sealed Proposal” together with the project description, **“Park, Open Space & Recreation Master Plan,”** and submit your emailed proposal to [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov) **before Friday, October 4, 2024 @ 10:00 a.m.**

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed proposal 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 and Recreation Superintendent at [mhunt@traversecitymi.gov](mailto:mhunt@traversecitymi.gov)

PLEASE SUBMIT PROPOSAL TO:

Kim Sheridan, Executive Assistant  
City of Traverse City / Manager's Office  
400 Boardman Avenue, 2<sup>nd</sup> floor  
Traverse City, MI 49684  
Email: [tcmanage@traversecitymi.gov](mailto:tcmanage@traversecitymi.gov)

## **Request for Proposals**

### **To Develop a Park, Open Space & Recreation Master Plan**

**City of Traverse City**

**625 Woodmere Ave**

**Due Date: October 4, 2024 @ 10:00 A.M. (EDT)**

#### **Invitation**

The City of Traverse City is seeking proposals from qualified consulting firms to provide services to the community to develop a 5-year Parks, Open Space & Recreation Master Plan. The City of Traverse City, a Lake Michigan community of 15,700 residents, is seeking services of a highly qualified Consultant (firm, nonprofit organization, private agency) to assist with the master plan development process. The Consultant will prepare a new master plan for Traverse City Parks and Recreation Division to replace the current master plan originally adopted in 2021 and updated in 2026.

The plan should create a roadmap for ensuring just and fair quantity, proximity and connections to quality parks and green space, recreation facilities and programs throughout the community now and into the future. The City of Traverse City is seeking a system-wide approach in order to develop goals, policies and guidelines and prioritize strategies based on current and future funding scenarios.

The Parks, Open Spaces & Recreation Master Plan that will be created from this work will be a guiding document for future development and redevelopment of the community's system of parks and green space, recreation and programs over the next 5 years.

#### **Park & Recreation Context**

The Parks and Recreation staff directs the operation and maintenance of 34 parks, a cemetery; and other facilities, develops and organizes recreation programs. The Parks and Recreation Division is under the direction of the Parks and Recreation Superintendent who reports to the Director of Public Services who reports directly to the City Manager. The City Manager is responsible to the City Commission which consists of six citizens elected for staggered four-year terms and an elected Mayor that serves a two-year term. The Mayor and the City Commission are, in turn, ultimately responsible to the citizens which they serve. The Brown Bridge Advisory Group makes recommendations to the City Manager on issues related to the Brown Bridge Quiet Area. The Parks and Recreation Division is responsible for recreation programming and facilities, Hickory Hills Ski and Recreation Area, Oakwood Cemetery, the urban forestry program, public park operations and maintenance, park building facility maintenance, outdoor ice-skating rinks and snow removal from several City parking lots.

The Parks and Recreation Commission serves as an advisory body to the City Commission on matters relating to the operation, development, and planning of parks, recreation and cemetery services and activities. Six of the seven commissioners are appointed by the City Commission and

serve staggered terms of three years. The seventh member is the City Manager's appointee. This body is an important liaison between the citizens of Traverse City and the City Commission, along with other groups and governmental units. The Commission was formed under the authority of Section 30 of the Charter of the City of Traverse City.

The Parks and Recreation Division is staffed by: 1 Parks & Recreation Superintendent, 1 Parks Supervisor/Arborist, 1 Hickory Hills Manager; 9 maintenance employees, 1 Administrative Assistant, 1 Cemetery Sexton, Cemetery Office Clerk and 1 part-time office clerk. The seasonal staff includes 10 Parks Maintenance workers, 4 Cemetery Maintenance workers, 30 Hickory Hills workers and 1 Recreation Program staff.

The Parks and Recreation Division budget totals just over \$3,300,000. The Division is responsible for the operation, maintenance, and repair of the public park lands, fixtures, and buildings. In addition, the Parks and Recreation Division is responsible for the maintenance and operation of Oakwood Cemetery, garbage pickup, the urban forestry program which cares for over 15,000 street trees plus parks and cemetery trees, numerous perennial and shrub beds, and planting and maintaining approximately 10,000 annual flowers each year. The Parks Division Certified Arborist is responsible for maintaining the urban forest canopy for all city owned trees, updating the tree inventory and assessing tree health. Staff is responsible for performing year-round tree pruning, maintenance and removals. Employees facilitate annual tree and flower planting, sport court maintenance, mowing, trash removal, playground repair, beach grooming, irrigation repair and general property maintenance. The Division also builds and maintains three outdoor ice-skating rinks, operates Hickory Hills Ski area, plows public parking lots, maintains and cleans the Union Street Dam and spillway of debris, plus other activities too numerous to mention. Staff is also responsible for administering an average of 160 Low Impact Park Usage Permits for 15 parks most of which occur in the summer months. Parks recreation staff administers an adult sand volleyball league every summer.

### **Project Description**

The City of Traverse City is seeking proposals from qualified consulting firms to provide services to develop a Parks, Open Spaces & Recreation Master Plan. Traverse City has a strong commitment to provide fair and just access to high-quality parks, green space, recreation facilities and programs for all members of the community and this master plan will help us achieve our commitment. Specifically, the consultant will collect and analyze data to develop a clear set of goals, policies and standards for the community's park system, public lands and green space, trails, recreation facilities and program development for the next 5 years. The consultant will work closely with City of Traverse City staff, Parks and Recreation Commission and key stakeholders in preparing the Parks, Open Spaces & Recreation Master Plan. The consultant will create a product for distribution to the public.

The intent of this planning exercise is to develop a comprehensive Parks, Open Spaces & Recreation Master Plan that goes beyond the minimum requirements of the Michigan Department of Natural Resources (MDNR) to include organizational structure, funding analysis and

opportunities, programming, ADA accessibility, equity and sustainability. The final product should also be compliant with all requirements from the MDNR.

The consultant will review current concessionaries agreements, all current Memorandum of Understanding documents and other organizational operating agreements to determine best management practices for the Parks and Recreation Division staff, budget and facility use.

The consultant will refer to the National Recreation Park Association, Urban & Community Forestry Society, American Public Works Association at a minimum for best management practices, industry standards and expert opinion. The end product should consider the baseline costs for park maintenance and operations with qualitative and quantitative data to support the return on investment for the community.

### **Brown Bridge Quiet Area**

The consultant will focus on the Brown Bridge Quiet Area separately with regard to; the maintenance agreement, addition of the Spring Lake property, coordination with the County for future use of the newly acquired property, trailhead access and future trail development as well as environmental sustainability. The Consultant will reference the BBQA Management Plan. Key stakeholders are identified and the consultant will be responsible for incorporating these stakeholders in the community outreach.

### **Hickory Hills Recreation Area**

The consultant will focus on Hickory Hills Recreation Area separately with regard to; future trail development, summer activities, lodge rentals and event coordination, ADA compliance for access between Hickory Meadows, Hickory Hills and Hickory Forest. The consultant will reference the Hickory Hills Master Plan and make recommendations regarding forest management and recreation opportunities.

### **Scope of Work**

It is the City's intent to have the selected Firm create a master plan for the City's Parks, Open Space, Recreation facilities, Trails and their usage. Final product will be highly visual with graphic illustrations and provides an executive summary.

The objectives of the Parks, Open Spaces & Recreation Master Plan process include:

- Defining the Mission, Vision, and Guiding Principles, along with the goals and (SMART) objectives for parks, recreation facilities, Urban Forestry, trails and their usage.
- Develop an implementation plan and costs, along with a prioritized project list that includes timelines and responsibilities.
- Providing short, intermediate, and long-range management and development plans for recreation, parks and open spaces, urban forestry.

- Establishing priorities and recommendations for existing and future park and facility development.
- Including an analysis of park size standards. Prepare an analysis for park typology to include park capacity and environmental sustainability.
- Developing a systematic plan that maximizes the park, recreation, trails and natural open space opportunities for City of Traverse City residents.
- Identify appropriate staffing needs, organizational and funding needs to support park maintenance operations based on the Master Plan.
- Analyze current park concessionaire agreements and recreation programs administered by the City and/or by others.
- Develop a systematic plan for recreation programming and identify appropriate staffing and organizational needs to support recreation programming based on the Master Plan.
- Evaluate ADA accessibility in park spaces and provide recommended capital improvements.
- Connectivity of parks through access, marketing, awareness for city residents and tourism agencies.
- Assess the equity of the park facilities and programming. Develop practices specifically addressing the functional and locational needs of all users.
- Assess the sustainability practices of the Parks Division. Develop a set of practices that align with the City's sustainability goals in relation to water usage, energy usage, environmental protections, climate resiliency, and related public education.

#### Facilitate the Parks, Open Spaces & Recreation Master Plan process

1) Prospective firms shall propose a dynamic and effective process that will meet the objectives above and includes at least bi-weekly progress meetings.

2) Leadership Committee. The consultant will meet with the Leadership Committee at key decision points throughout the project. Consultant will prepare agendas and meeting materials and facilitate meetings in person and virtual. Consultant shall plan at a minimum three Parks & Recreation Commission meetings and ensure that a meeting with the committee is scheduled for each stage of the planning process. The city will establish the leadership committee, arrange meeting venues, and distribute meeting materials provided by the consultant.

3) Mission, Vision, Core Values, Goals, & Objectives. Establish plan mission statement, vision, core values, goals & objectives, incorporating themes of sustainability, inclusion, equity,

environmental stewardship, fire safety, preservation, and historical and cultural character. Consider future trends and planning best practices for use of public space for recreation, wellness, and community building. Consultant should facilitate the development of the above as informed by community feedback.

4) Review Existing Documentation: The purpose of this task is to understand the issues of unique concern to the City, build upon prior planning efforts, and help all stakeholders develop a common understanding of the context surrounding the parks Master Plan. Staff shall provide Consultant with relevant background information in an electronic format, where available. This may include, but is not limited to the following:

- Parks & Recreation Master Plan
- Tree Management Plan and Urban Tree Canopy Assessment
- City of Traverse City Master Plan
- City of Traverse City Mobility Action Plan
- Brown Bridge Quiet Area Management Plan
- Hickory Hills Master Plan
- Lower Boardman/Ottaway Unified Plan

5) Community Profile/Demographics and Trends. Review and interpret demographic trends and characteristics of the City of Traverse City and in the Parks and Recreation field in the state and region.

6) Public Outreach. The consultant will identify, describe and implement a comprehensive strategy and methodology for citizen and stakeholder involvement in the Parks, Open Spaces & Recreation Master Plan development process. The plan shall assure citizens and user groups, associations and other stakeholders are provided an opportunity to participate in the development of the plan. Activities should include public meetings, stakeholder interviews and other outreach methods, such as an online survey. The City will also entertain other methods of outreach. Preference will be given to proposals that provide unique, effective community engagement strategies that bring the project to the people, as opposed to only relying on them to attend meetings at the Governmental Center. The City will assist consultant by securing meeting space, and distributing announcements through social media, city/project web site, etc. The expectation is for a robust public process.

7) Inventory Existing Facilities. Compile an inventory and assessment of the existing parks, trails, open space, sports fields/courts, and facilities and nearby recreation resources. Performing site inspections of each to assess current conditions and impacts on the natural environment. Analyzing each park/facility for opportunities to meet system-wide needs for passive and active recreation opportunities. Provide a list of components that would be involved for a comprehensive Asset Management Plan.

9) Identify Stakeholders. Assist the City with identifying key stakeholders that should be involved in the process.

10) Community Awareness. Provide the City with ideas for promoting the Plan to create increased awareness and participation; as well as community buy-in. Assist the city with marketing strategies for implementation of greater community pride and awareness.

11) Needs Assessment and Level of Service Analysis. Assess the latent and potential demand for services. The analysis will require the consideration of the location, size and number of facilities by type and use, along with community interests. The analysis should include but not be limited to need for targeted parkland acquisition, park & trail development and enhancement and recreation facilities and programming. Comparing the needs with the available inventory of recreational facilities;

12) Priorities. Recommend priorities for implementation of recreation and facilities enhancements or improvements.

13) Budget Estimates. Develop budget estimates for the recommended priority improvements; help identify funding sources and revenue opportunities.

14) Asset Timeline. Develop schedules, guidelines, and proactive plans that focus on preserving and/or improving assets.

16) Capital Improvement Plan. Prepare a capital improvement plan identifying possible funding sources.

17) ADA Accessibility. Provide a comprehensive review of current park access and infrastructure with improvements.

### **Process Leadership and Communication Expectations**

This Consultant will coordinate work with the City Parks and Recreation Commission, an advisory body to the City Commission. The Parks and Recreation Superintendent will oversee the direction and quality of work of the selected Consultant. The Master Plan process will be guided by the Consultant and informed and supported by the City Parks and Recreation Leadership Team.

The City Parks and Recreation Leadership Team may consist of:

- Michelle Hunt, Parks & Recreation Superintendent
- Matt Bright, Parks & Recreation Supervisor
- Cindy Anderson, Hickory Hills Manager
- Frank Dituri, Director of Public Services
- Shawn Winter, Planning Director
- Leslie Sickterman, Deputy Planner/ Sustainability Coordinator
- Harry Burkholder, ED of the Downtown Development Authority
- Parks and Recreation Commission Chair and one other Parks and Recreation Commission member

The Leadership Team will meet monthly with a virtual option. In addition to the Leadership team, the consultant should plan to meet with the Parks & Recreation Superintendent virtually on a weekly meeting. The consultant will prepare for community engagement prescribed below,

expected to meet with community stakeholders and present to the Parks & Recreation Commission bi-monthly.

The Consultant will guide and facilitate a project kick-off meeting with the Leadership Team. The purpose of the meeting is to create a shared understanding of the details of the planning process, roles and responsibilities, and deliverables. During the project kick-off meeting the participants will review the project objectives, strategies for public engagement, outreach, and project products. Plans will also be made for a tour.

The City will provide all relevant existing community planning reports, plans, and studies from local planning agencies, universities, and community advocacy groups for the Consultant's thorough evaluation.

The City has access to the Communications Specialist to provide updates to the public on a regular basis.

### **Community Engagement**

Reaching out and interacting with the residents and property owners is considered the most important component of the planning process of writing the Park and Recreation Divisions' new Master Plan. There is an expectation that the chosen Consultant will use multiple platforms, different strategies and venture into the community where people typically meet and socialize. It is expected that the community engagement process adheres to requirements of the [Traverse City Public Participation Strategy](#). The engagement will be present throughout the process with particular emphasis in the early stages of the Master Plan development process. The Consultant will coordinate public participation throughout the entirety of this project until the final draft is presented to the Parks & Recreation Commission and City Commission.

The City is interested in exploring with the selected Consultant how it can use other resources to maximize engagement through social media platforms, electronic delivery services and potential use/identification of physical spaces for creative engagement opportunities.

The Consultant may suggest roles and activities Parks & Recreation Commissioners and staff that may perform alongside the Consultant in order to support or assist with community engagement activities.

Early in the process, with stakeholder and public engagement, it is expected the Consultant will develop a set of values that will be used throughout the plan and development process (e.g. equity, affordability, sustainability). These values will be applied in the context of the plan development as guiding principles, as a tool to consider trade-offs and potential consequences of the plan policies and establishing action steps. Exploration of scenarios may be considered in this context as well, to help guide future discussions, priorities, and movement towards resolution of potentially conflicting policy positions or to prioritize investments of financial and non-financial resources.

### **Proposal Submission and Consultant Selection Process**

The City intends to select a Consultant based on qualifications, ability, relevant experience, cost, and other pertinent factors. The Consultant will be required to accept a Consultant Agreement with



the City for this work. A sample Consultant Agreement is attached to this RFP and cannot be modified or edited.

### **Consultant Questions and RFP Addendums**

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail addressed to Michelle Hunt, Parks and Recreation Superintendent at [mhunt@traversecitymi.gov](mailto:mhunt@traversecitymi.gov). Questions will be accepted and answered in accordance with the terms and conditions of this RFP. **All questions shall be submitted on or before September 27, 2024 at 2:00 pm EDT.**

### **Proposal Evaluation and Selection:**

#### **Proposal Evaluation**

The evaluation committee will evaluate each proposal by the described criteria and point system to select a short list of firms for further consideration. A proposal with all the requested information does not guarantee the proposing firm will be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.

The City reserves the right to accept or reject any or all bids, waive irregularities and to accept the proposals either on an entire or individual basis that is in the best interest of the City.

The following describes the weighted point system that will be used for evaluation of the proposals. The evaluation will be completed by an evaluation committee likely made up of the Department of Public Services Director, Parks and Recreation Superintendent, Planning Director, Downtown Development Authority ED among others.

#### ***Professional Qualifications (20 points)***

- State the full names and address of your firm and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work hereunder. Indicate whether your firm operates as an individual, partnership, or corporation. If a corporation, include whether it is licensed in the State of Michigan.
- Include the name of executive and professional personnel by skill and qualifications that will be employed to complete the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project and how many hours each person will need to complete the project. Identify only individuals who will work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subconsultants.
- State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm uniquely qualified for this work.

#### ***Proposed Work Plan (35 points)***

- A detailed narrative of the proposed work plan and how the Consultant intends to provide the services requested in this RFP including a timeline of how and when data and materials will be delivered to the City, communication and coordination of working with City staff, and methods and approaches to engage the public.

- Clarity and completeness of the proposal and creativity and thoroughness in addressing the project scope of work, and the submission of a complete proposal with all elements required by the Request for Proposals.

#### ***Past Involvement with Similar Projects (35 points)***

- The Consultant's expertise and experience working together as a team as related to the required work. List of specific experience in the project area and indicate proven ability in implementing similar projects by the Consultant and the individuals to be involved in the project.
- A list of client references must be provided for similar projects recently completed. The list shall include the community/agency name, address, telephone number, project title and contact person.

#### ***Fee Proposal and Cost (10 points)***

- Fee quotations shall be submitted in a separate, sealed envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors and any other details, including hours of effort for each team member by task and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Consultants must be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time. The cost proposal should be realistic in showing the hours necessary to provide a quality product.
- The fee proposed must include the total estimated cost for each task and the complete Plan when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if adjusted.

#### **Authorized Negotiator**

Include the name, phone number and email address of the person(s) in your organization authorized to negotiate the Scope of Work with the City.

#### **Interview**

The City will then schedule interviews with selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview should include the Project Team members expected to complete a majority of the work on the project, but no more than five (5) members total. The interview shall consist of a presentation of up to thirty (30) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers, if needed. Audio-visual aids may be used during the interview. Virtual interviews will be considered.

#### **Final Scoring and Selection**

The firms interviewed will then be re-evaluated by the above criteria, and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected

firm may be pursued leading to the award of a contract by the City, if suitable proposals are received. The selected firm will be required to execute the Consultant Agreement (sample attached), changes cannot be made to the Consultant Agreement, a copy has been provided as Attachment A.

### **Preliminary Project Schedule**

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

- Issuance of the RFP - September 9, 2024
- Questions concerning the RFP due - September 27, 2024
- Pre-submission Meeting Optional (virtual) - TBD
- Proposals due - October 4, 2024 @ 10 a.m.
- Interviews for Consultants - October
- Expected City Commission authorization - November 11 or 18, 2024
- Project Start Up Meeting – December

**Vendor: Please complete and return**

**SUMMARY**

**TITLE: Develop a Park, Open Space & Recreation Master Plan**

**DUE DATE: Friday, October 4, 2024 @ 10:00 a.m. (EDT)**

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 proposal. Vendor submits this proposal and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor certifies that as of the date of this proposal 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.

Vendor understands and agrees, if selected as the successful Vendor, to accept the City's standard Purchase Order / Service Order / Contract, the terms of which are not negotiable, and to provide proof of the required insurance.

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

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

- (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 Vendor'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 vendor 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.

Vendor understands that the City reserves the right to accept any or all proposals in whole or part and to waive irregularities in any proposal in the best interest of the City. The proposal 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.

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

Bid Total: \$ _____
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The Successful bidder's name shall appear as follows on any Contract or Purchase/Service Order documents:

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Company Name

Contract or Purchase/Service Order documents shall be mailed to:

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Email Address

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

REFERENCES: Please include name of organization, contact person, and daytime phone number

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

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

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

**ATTACHMENT A**  
**CITY OF TRAVERSE CITY**  
**CONSULTANT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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.

30. Freedom of Information Act. The Consultant acknowledges that the City may be required from time to time to release records in its possession by law. The Consultant hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Consultant shall not be held liable for any reuse of the documents prepared by the Consultant under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Consultant recommend further work concerning the project, the City is under no obligation to engage the Consultant in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

36. Iran Economic Sanctions Act. The Consultant certifies that it is not an Iran linked business as defined under the Iran Economic Sanctions Act (MCL 129.311 *et seq.*) and will not, during the performance of this Contract, violate the provisions of the Iran Economic Sanctions Act, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

APPROVED AS TO SUBSTANCE:

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Elizabeth Vogel, City Manager

APPROVED AS TO FORM:

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

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

CITY OF TRAVERSE CITY:

By \_\_\_\_\_  
Amy Shamroe, Mayor

CONSULTANT:

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

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

## SCOPE OF SERVICES

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

SAMPLE



## SCHEDULE OF PAYMENTS

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

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

SAMPLE

## TIMETABLE FOR ACTIVITIES

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

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

SAMPLE