

CITY OF TRAVERSE CITY
West End Parking Structure Design and Engineering Services
Request for Proposals

BACKGROUND:

Traverse City's master plan seeks to make better use of land, improve the pedestrian experience and promote economic development in the City's downtown area. The Traverse City Downtown Development Authority (TCDDA) first identified a parking structure on the west end of downtown in their TIF 97 financing plan. The Moving Downtown Forward Financing Plan renews their commitment to consolidate parking and provide shared use for new mixed-use developments planned on the west end. The City of Traverse City (City) and the TCDDA put together a package including the construction of a multi-level public parking structure on the west-end of downtown.

The City/TCDDA purchased property seven parcels in the 100 block of West State Street between Pine and Union Streets shown in Attachment A. The property is intended to be used to construct an approximately 600-space, multi-level parking structure as indicated in Attachment B. The Attachment shows a conceptual site plan for the project and does not represent a final site plan. Considerations for multi-levels for retail on the first floor and housing above along State Street shall be included in the parking deck design. The City completed the topographic surveying and mapping for a portion of the site and constructed surface parking lots in accordance with the 2018 plans in Attachment C. The consultant will be responsible for completing the necessary topographic surveying and mapping for all of the parcels and will be provided drawing files for the 2018 project in an Autocad drawing format for their use.

Ingress and egress for the parking deck is intended to be from the alley. The consultant will be responsible for preparing a traffic and circulation plan with Pine and State Streets configured as a two-way street and also for them to be a one-way street southbound and eastbound accordingly.

The parcels A (115 Pine Street) and B (136 West State Street) are intended to be used for housing for which a separate cost for the design is being requested. Connections to the proposed parking deck should be considered in the parking deck design.

The City passed a Clean Energy Resolution in 2016 with the goal of becoming carbon neutral before mid-century. Investment in green initiatives for mobility is a continued effort towards our renewable energy goals to implement clean sustainable and environmentally friendly solutions and should be included in this project. The City of Traverse City and the Downtown Development Authority require the consultant to prepare an analysis for a carbon price strategy on the building envelope that provides the best energy efficiency. This building envelope involves the commercial use sidewalk street front. Our goal is a carbon neutral or net zero space. The Parking structure will have electrical charging stations.

The schedule for the project is included as **Attachment D**.

GENERAL PROJECT SCOPE:

The City of Traverse City hereby solicits proposals from qualified consultants to provide professional services for the design, engineering and construction of the West End Parking Structure. The scope of work shall generally include the following:

- Customary architectural services.
- Customary engineering services including but not limited to structural, mechanical, electrical, geotechnical, site, and traffic engineering.
- Landscape design, if applicable.
- Design Development of approved schematic design documents including plans, sections, elevators, typical construction details and diagrammatic of building systems.
- Identification of how the structure could potentially be repurposed in 50 to 60 years
- Cost estimates during all phases of the work.
- Prepare construction documents based on approved design development documents.
- Bidding services for competitive bidding for one (1) or more construction contracts.
- Construction phase services as may be required.
- Project close out including record drawings
- Other services that may be required or recommended by the interested firm.
- Operational Equipment Control Design and compatibility.
- Identification of utility relocation and/or underground of utilities in the alleyway. Consultant will be responsible to organize and manage utility relocation.
- Final site plan approval may be required.

Green initiative design considerations should include but not limited to the following:

- Consideration of the benefits for electrification for the project.
- Design for renewable energy systems, such as solar and wind.
- Evaluation of snow melting systems utilizing different energy sources
- Efficient energy usage is a concern. The parking structure will be fully “electrified” as a primary power source. Describe how your firm incorporates conscientious of energy and renewable materials. Provide examples.
- Considerations for a roof over the top parking level including opportunity for a "Green Roof".
- Minimizing impervious areas as may be required.

Specific design consideration should include but not be limited to the following:

- Schematic design to include options for a pre-cast or cast-in-place structure.
- Structure design element considerations:
 - A. Housing consisting of studio, one bedroom and two bedroom units to build on Pine Street (Reference Attachment A, parcels A-B)
 - B. Potential pedestrian connections to buildings on the west side.
 - C. Ground floor retail and multi-level residential (Reference Attachment A, parcels C-G) along State Street.
 - D. Multiple preliminary site plan designs showing alternate methods of no less than two ingress and two egress (3 total with 1 dedicated and 1 reversible at a minimum) lanes to determine optimal site utilization.
 - E. Desire for all traffic to flow through the alley
 - F. Wayfinding signage to direct traffic to alley
 - G. Mobility hub/amenities (showers, area for bike lockers, area for bike/scooter share)
 - H. Storage area
 - I. Garage area (maintenance shop)
 - J. Breakroom or small office for storage and event parking use
 - K. Public restrooms
 - L. Electric Vehicle (EV) Ready
 - M. Considerations for elevators and barrier free access.
 - N. Design for snow removal chute with minimal impact to traffic.
- Remote parking access and video surveillance security management. This facility will be remotely managed from the main Traverse City Parking Services office at 303 East State Street.
 - A. Parking access control equipment will be compatible with existing City systems, currently T2 Systems.
 - B. Security management equipment will be compatible with existing City systems, currently Verkada.
- Telecommunications/Data Design
 - A. Dark fiber runs from Hardy Parking Structure west down the alley
 - B. Conduit and electrical to power all parking equipment control devices, and door access readers
 - C. Conduit and electrical to power all video surveillance devices
 - D. Conduit and electrical to power all intercom devices
 - E. Conduit and electrical to power office, maintenance and retail spaces

OPTIONAL SERVICES:

- Optional services for Parksmart Certification shall include:
 - A. Project registration with Parksmart;
 - B. Project commissioning performed by outside consultant;
 - C. Energy modeling performed by outside consultant;
 - D. Project documentation by outside consultant;

SUBMISSION OF PROPOSALS:

Interested firms must submit a proposal that is received in hard copy or electronically no later than **1:00 PM local time on June 9, 2023** with the anticipated scope of work and not to exceed cost to:

Office of the City Engineer
400 Boardman Avenue
Traverse City, Michigan, 49684
231-922-4455
tnichols@traversecitymi.gov

Alternatively, E-Mailed bids will be accepted. Please indicate in the subject line of your e-mail that you are submitting a “Sealed Bid” together with the project description, **“Consulting Services for West End Parking Structure”** and submit your e-mailed bid to tnichols@traversecitymi.gov by **1:00 PM local time on June 9, 2023**.

Please also include:

1. Firm names and introduction.
2. Qualifications of staff to be assigned to this project. Describe where personnel will be physically located while they are engaged in the project. Include a statement of work breakdown by lead firm and subconsultants.
3. Examples of experience with similar projects and highlighting green initiatives
4. Narrative in which the firm delineates their understanding of what is being requested by the City in this proposal including the items of work they will accomplish for the City, noting any work items they may feel should normally be accomplished under or related to this request, but in their opinion are beyond the scope of what is being requested and therefore not part of this proposal.
5. The methodology, approach or work plan, including timelines, which would be used to complete the project. The anticipated project schedule is attached as **Attachment D**. Include a breakdown of anticipated hours by staff classification and rates.
6. Proposal Sheet with “Not to Exceed” project cost and all addendum forms.

EVALUATION OF PROPOSALS:

All proposals received shall be subject to evaluation by the City of Traverse City. This evaluation will be conducted in the manner appropriate, as may be deemed by the City, for the selection of a firm for the purpose of entering into a contract to perform this project. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The City does not intend to award a contract for this work solely on the basis of any response made to this request. It is anticipated that several firms who present acceptable proposals and who are shown to be qualified, responsible and capable of performing the work may be requested to interview with the City on or about **June 12, 2023** prior to any award of this work. The following facts, along with other items, will be considered:

1. The firm's expertise and experience as related to the required work.
2. The firm's understanding of the project scope and quality of the firm's project approach.
3. The cost and time scheduled as proposed.
4. Qualifications and availability of the key staff members proposed to work on this project.

5. Involvement of the firm in similar types of projects, reference responses and quality of work on previous projects.
6. Interview (if applicable)
7. Percentage of work allocation of Prime Consultant and Subconsultants.

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

INSURANCE:

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

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

SUPPLEMENTAL INFORMATION AND REQUIREMENTS:

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

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

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

PROPOSAL SHEET

**TITLE: REQUEST FOR PROPOSAL: CONSULTING SERVICES FOR WEST
 END PARKING STRUCTURE**

DUE DATE: 1:00 p.m., Friday June 9, 2023

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

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

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

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

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

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

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

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

REQUIRED SERVICES FOR PARKING DECK

Topographic Surveying and Mapping	\$ _____
General Design Services	\$ _____
Schematic Design Phase Services	\$ _____
Develop Carbon Neutral Strategy/Pricing	\$ _____
Green Initiative Design Services	\$ _____
Design Development Phase Services	\$ _____
Construction Document Phase Services	\$ _____
Bidding and Award Phase Services	\$ _____
Construction Phase Services	\$ _____
Geotechnical Services	\$ _____
Traffic Engineering Services	\$ _____
Not to Exceed Project Cost	\$ _____

OPTIONAL SERVICES

Parksmart Certification (City to pay related application fees)	\$ _____
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Submitted by:

(Signature)

(Name & Title - print)

(Company Name)

(Company Address)

(Telephone Number)

(City, State, Zip Code)

REQUIRED SERVICES FOR HOUSING ON PARCEL A & B

Topographic Surveying and Mapping	\$ _____
General Design Services	\$ _____
Schematic Design Phase Services	\$ _____
Develop Carbon Neutral Strategy/Pricing	\$ _____
Green Initiative Design Services	\$ _____
Design Development Phase Services	\$ _____
Construction Document Phase Services	\$ _____
Bidding and Award Phase Services	\$ _____
Construction Phase Services	\$ _____
Geotechnical Services	\$ _____
Not to Exceed Project Cost for Housing	\$ _____

Submitted by:

(Signature)

(Name & Title - print)

(Company Name)

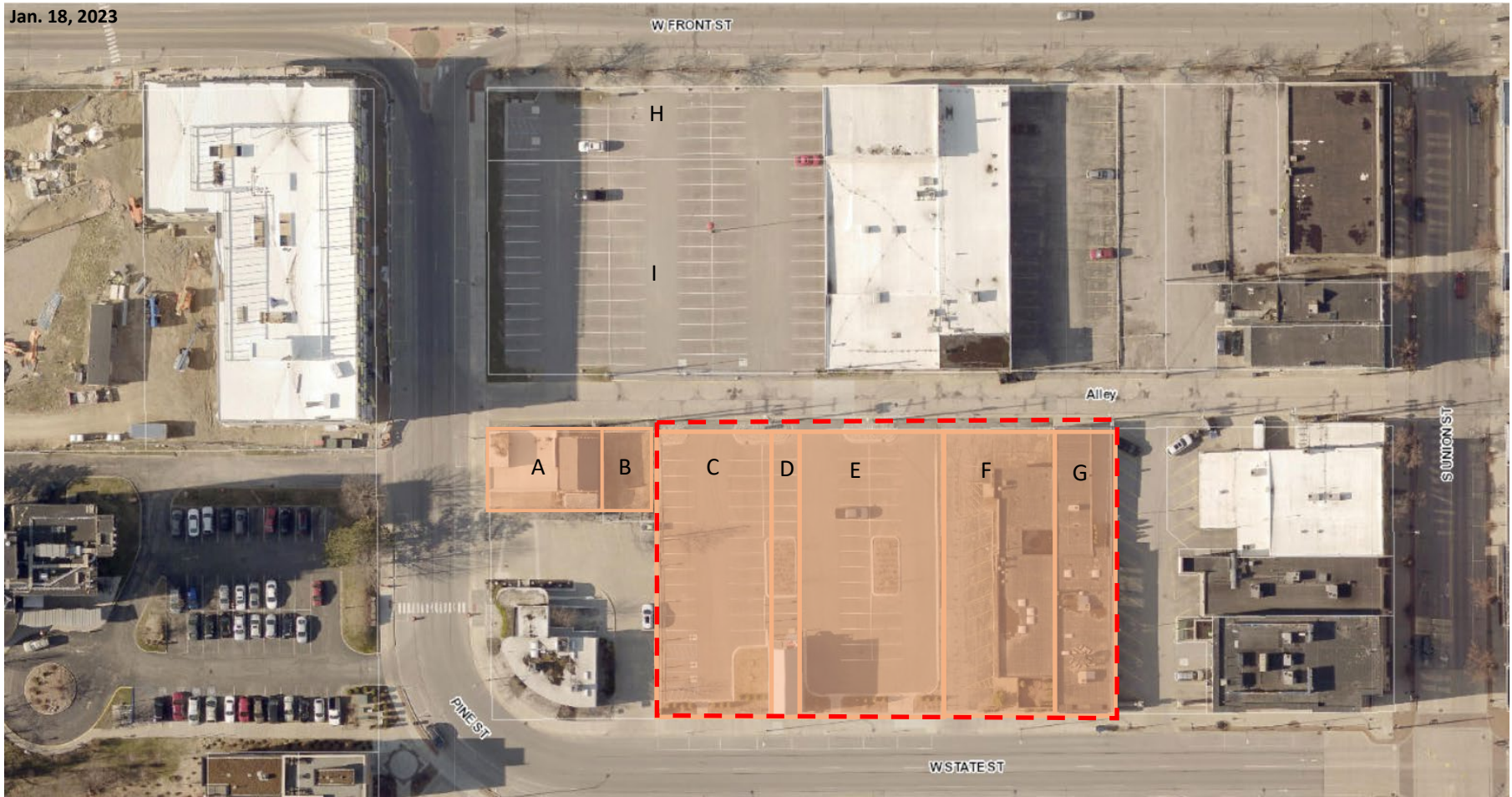
(Company Address)


(Telephone Number)

(City, State, Zip Code)

**ATTACHMENT A
PROPERTY MAP**

RFP West End Parking Structure – Attachment A



 Conceptual location for parking structure



Property Owner
City of Traverse City

- (A) 115 Pine Street (Future Housing)
- (B) 136 West State Street (Future Housing)
- (C) 130 West State Street
- (D) 128 West State Street
- (E) 124 West State Street
- (F) 122 West State Street
- (G) 118 West State Street

ATTACHMENT B
CONCEPT DRAWINGS



FUTURE RESIDENTIAL

MECHANICAL/ELECTRICAL
& STORAGE ROOMS

LOW HEADROOM STORAGE

TO LEVEL ABOVE
FLOOR SLOPES UP 5.99%

EXPRESS RAMP

Pine St

W State St

+/- 8800 S.F. COMMERCIAL SPACE

ATTACHMENT C
EXISTING SITE PLANS

CONSTRUCTION PLANS FOR THE CITY OF TRAVERSE CITY 2018 PAVEMENT PRESERVATION PROJECT LOT P



THE FOLLOWING ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MDOT STANDARD PLANS REFERENCED BELOW:

MDOT STANDARD PLANS - NOT PRINTED

- R-28-J SIDEWALK RAMP DETAILS
- R-29-I DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALKS
- R-30-G CONCRETE CURB & CONCRETE CURB & GUTTER
- R-83-C UTILITY TRENCHES
- R-96-E SOIL EROSION & SEDIMENTATION CONTROL MEASURES

TRAFFIC & SAFETY STANDARD PLANS - NOT PRINTED

- M0020A
- M0140A
- M0110A
- WZD-100-A TEMPORARY GROUND DRIVEN SIGNS
- WZD-125-E TEMPORARY TRAFFIC CONTROL DEVICES

PLAN INDEX		
SHEET	DESCRIPTION	REV. DATE
1	COVER SHEET	01-22-18
2	BOUNDARY / TOPOGRAPHIC SURVEY	01-22-18
3	DETAIL / NOTES SHEET	01-22-18
4	REMOVAL PLAN	01-22-18
5	GRADING PLAN	03-21-18
6	PAVEMENT MARKING PLAN	03-21-18
7	LANDSCAPING / IRRIGATION PLAN	03-21-18

LOCAL UTILITIES

CITY OF TRAVERSE CITY ENGINEERING DEPARTMENT
ADDRESS: 400 BOARDMAN AVENUE, TRAVERSE CITY
CONTACT: TIMOTHY J. LODGE
TELEPHONE: (231) 922-4460

TRAVERSE CITY LIGHT AND POWER
ADDRESS: 1131 HASTINGS STREET, TRAVERSE CITY
ENGINEER: TONY CHARTRAND
TELEPHONE: (231) 922-4940 EXT. 258

TRAVERSE CITY SOIL EROSION & SEDIMENTATION CONTROL
ADDRESS: 400 BOARDMAN AVENUE, TRAVERSE CITY
CONTACT: JOHN MCWETHY
TELEPHONE: (231) 922-4467

CONSUMERS ENERGY COMPANY (C.P.)
ADDRESS: 821 HASTINGS ST., TRAVERSE CITY
AREA ENGINEER: CURTIS HANSEN
TELEPHONE: 1-800-477-5050

AT&T
ADDRESS: 142 E. STATE STREET, TRAVERSE CITY
AREA ENGINEER: KATHY DOHM-BEISER
TELEPHONE: (231) 941-2707

DTE ENERGY
ADDRESS: 609 BJORNSON RD., BIG RAPIDS, MI 49307
PROJECT COORDINATOR: LARRY BOURKE
TELEPHONE: (231) 349-2364
EMERGENCY LEAK RESPONSE: 1-800-947-5000

CITY OF TRAVERSE CITY DEPARTMENT OF MUNICIPAL UTILITIES
ADDRESS: 625 WOODMERE AVE., TRAVERSE CITY
CONTACT: ARTHUR KRUEGER
TELEPHONE: (231) 922-490 EXT. 109

TRAVERSE CITY SEWER AND WATER MAINTENANCE DEPARTMENT
ADDRESS: 507 HANNAH AVE., TRAVERSE CITY
CONTACT: JUSTIN ROY
TELEPHONE: (231) 922-4923

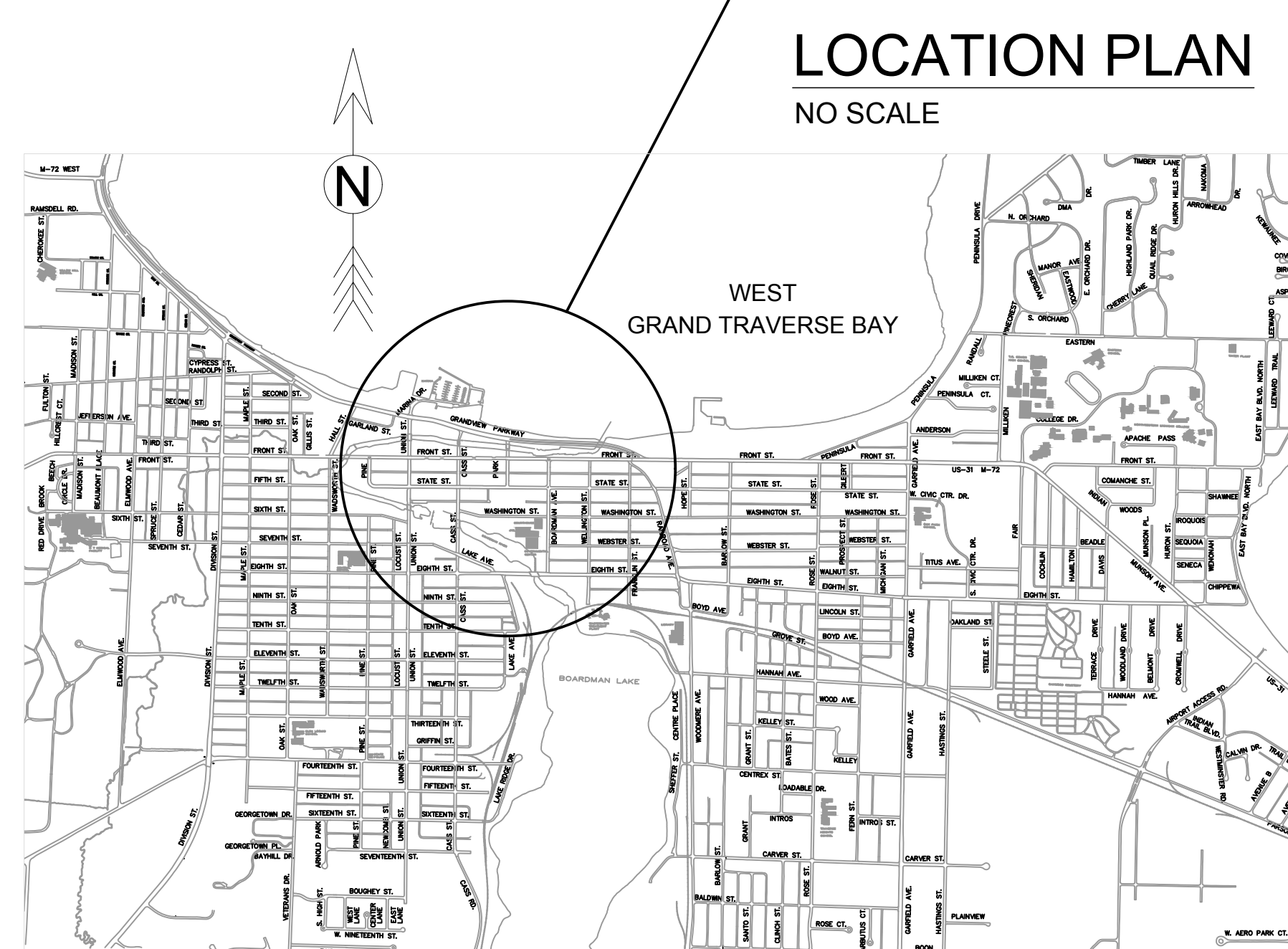
MICHIGAN DEPARTMENT OF TRANSPORTATION (M.D.O.T.)
TRAVERSE CITY TSC
ADDRESS: 2084 US-31 SOUTH, TRAVERSE CITY
ENGINEER: DAVE PAX
TELEPHONE: (231) 941-1986

CHARTER COMMUNICATION
ADDRESS: 1392 TRADE CENTRE DR., TRAVERSE CITY
ENGINEER: JEFF BUTCHER
TELEPHONE: (231) 463-1896

POLICE AGENCIES
EMERGENCY CALLS: 911
CITY OF TRAVERSE CITY: (231) 995-5150
MICHIGAN STATE POLICE: (231) 946-4646
GRAND TRAVERSE COUNTY SHERIFF: (231) 922-4500

FIRE DEPARTMENTS
EMERGENCY CALLS: 911
CITY OF TRAVERSE CITY: (231) 922-4930

AMBULANCE
EMERGENCY CALLS: 911



GRAND TRAVERSE COUNTY
CITY OF TRAVERSE CITY
R11W, T27N



CITY ENGINEER
TIMOTHY J. LODGE, P.E.

City of Traverse City

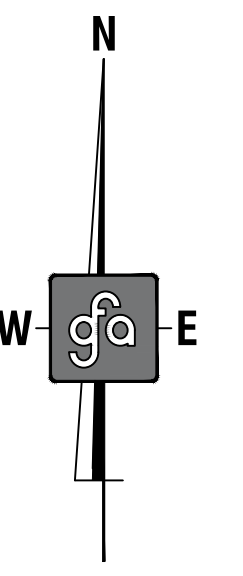
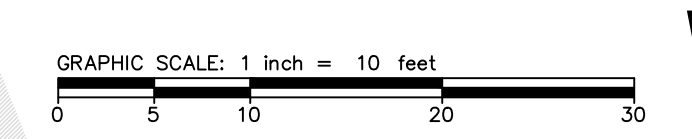
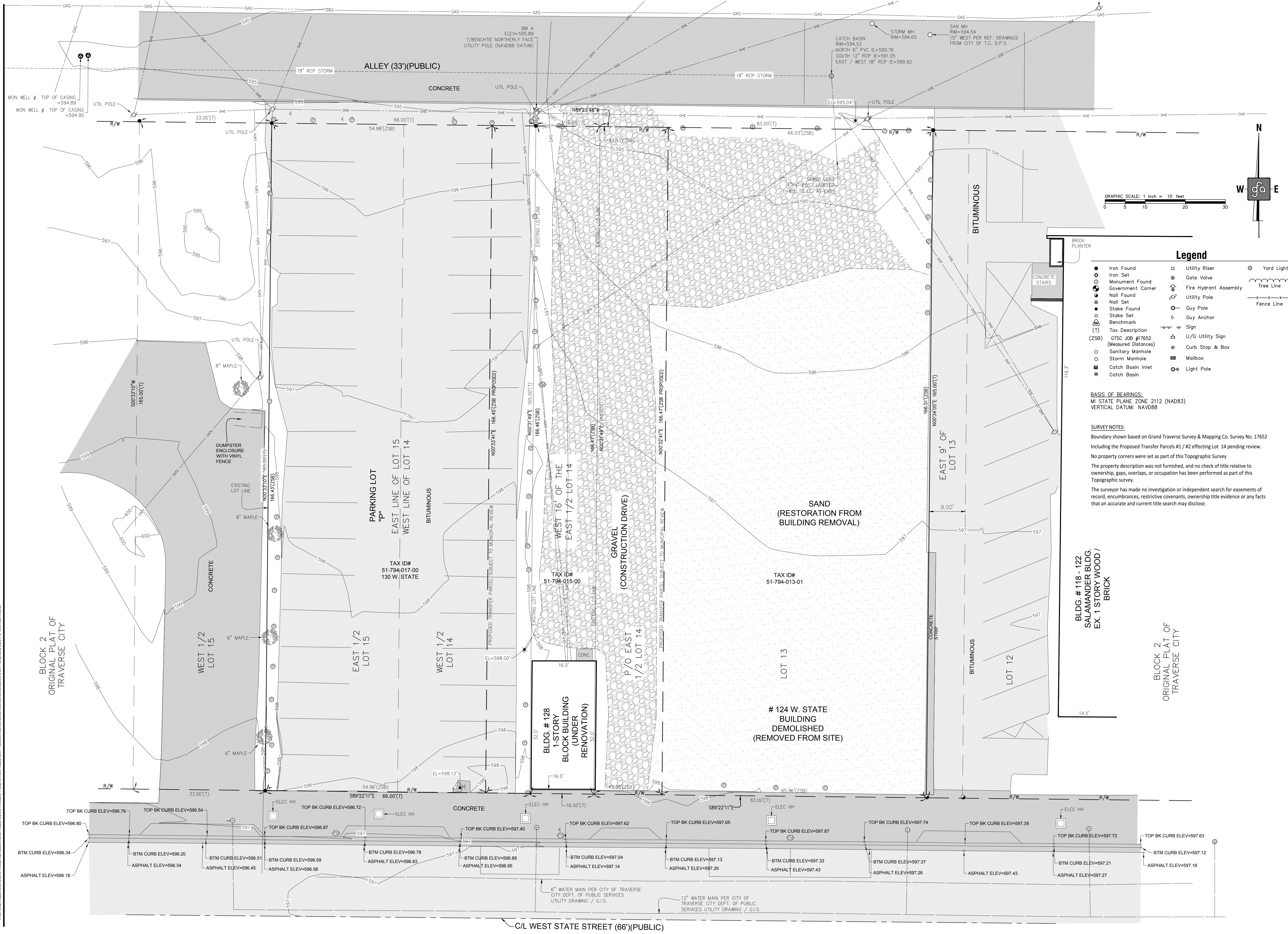


The City of Traverse City
Engineering Department
GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, Michigan 49684

CITY OF TRAVERSE CITY
2018 PAVEMENT PRESERVATION PROJECT
LOT P - COVER SHEET

Revision/Issue	Date
REVIEW SET	12-18-17
REVIEW SET	01-10-18
BID SET	01-22-18
ALT PLAN	03-21-18

Date: 12-12-2017
Project No.: 2018-01
Drawn by: ARY
Scale: N.T.S.
Sheet No.: 1 OF 7

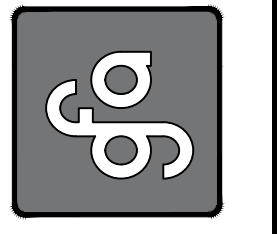


Legend

- Iron Found
- Iron Set
- Monument Found
- Government Corner
- Nail Found
- Stake Found
- Stake Set
- Benchmark
- (T) Tax Description
- (ZSB) GTSC JOB #17652 (Measured Distances)
- Sanitary Manhole
- Storm Manhole
- Catch Basin Inlet
- Catch Basin
- Utility Riser
- ⊗ Gate Valve
- ⊗ Fire Hydrant Assembly
- Utility Pole
- Guy Pole
- Sign
- △ U/G Utility Sign
- Curb Stop & Box
- Mailbox
- Light Pole
- ⊗ Yard Light
- Tree Line
- Fence Line

BASIS OF BEARINGS:
 MI STATE PLANE ZONE 2112 (NAD83)
 VERTICAL DATUM: NAVD88

SURVEY NOTES:
 Boundary shown based on Grand Traverse Survey & Mapping Co. Survey No. 17652
 Including the Proposed Transfer Parcels #1 / #2 effecting Lot 14 pending review.
 No property corners were set as part of this Topographic Survey
 The property description was not furnished, and no check of title relative to ownership, gaps, overlaps, or occupation has been performed as part of this Topographic survey.
 The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any facts that an accurate and current title search may disclose.



ENGINEERING SURVEYING TESTING & OPERATIONS
 123 West Front Street
 Traverse City, MI 49664

REV#	DATE	BY	DESCRIPTION

CITY OF TRAVERSE CITY
BOUNDARY / TOPOGRAPHIC SURVEY LOTS 13-15 ORIGINAL PLAT OF T.C.
 P/O SECTION 3, TOWN 27 NORTH, RANGE 11 WEST
 CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY, MICHIGAN

These documents are prepared in accordance with the contractual terms and conditions for this project.

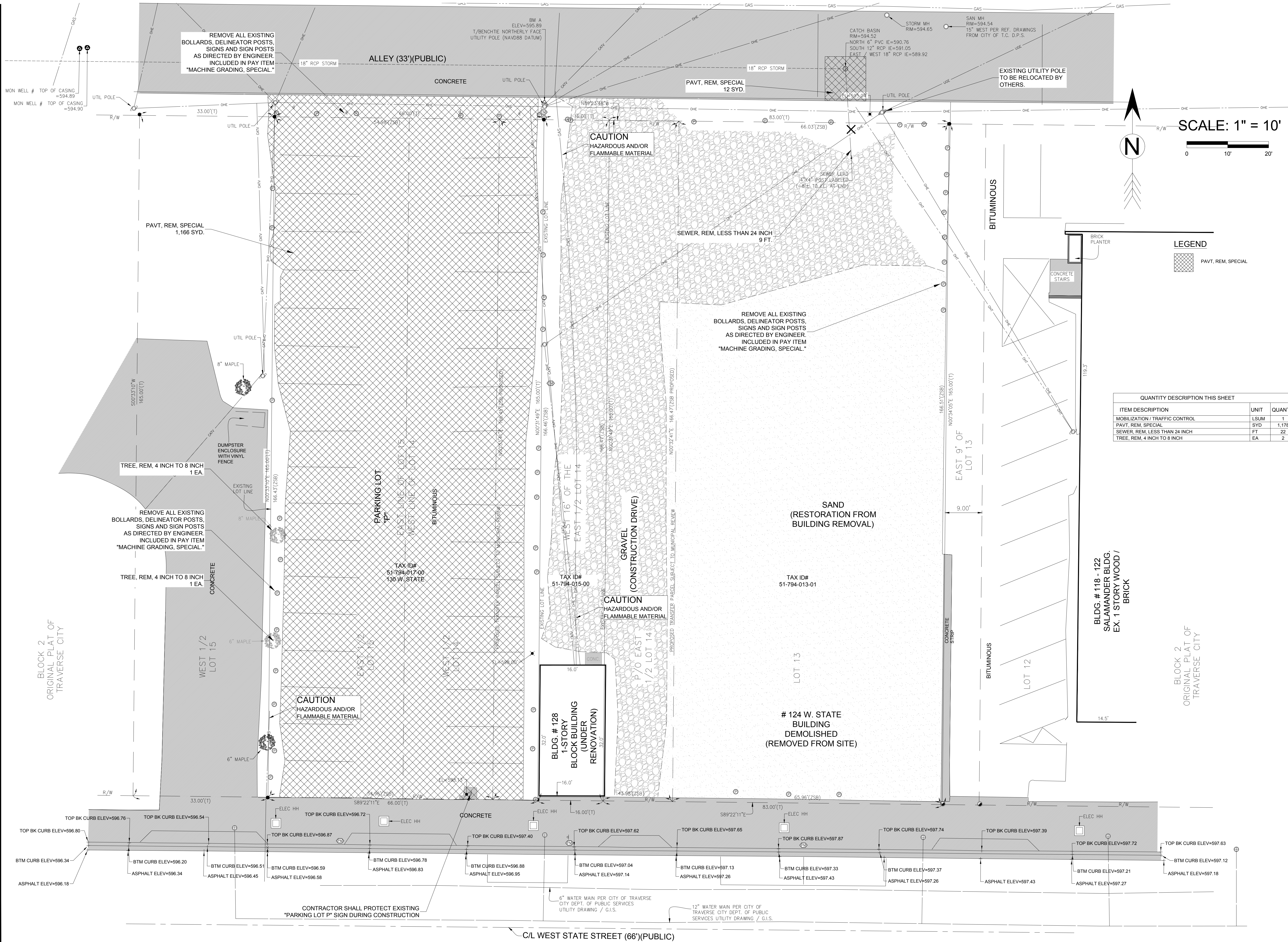


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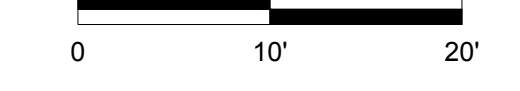
CITY OF TRAVERSE CITY 2018 PAVEMENT PRESERVATION PROJECT LOT P - REMOVAL PLAN

Revision/Issue	Date
REVIEW SET	12-18-17
REVIEW SET	01-10-18
BID SET	01-22-18
ALT PLAN	03-21-18

Date: 12-12-2017
Project No: 2018-01
Drawn by: ARY
Scale: 1" = 10'
Sheet No: 4 OF 7



SCALE: 1" = 10'



LEGEND

PAVT, REM, SPECIAL

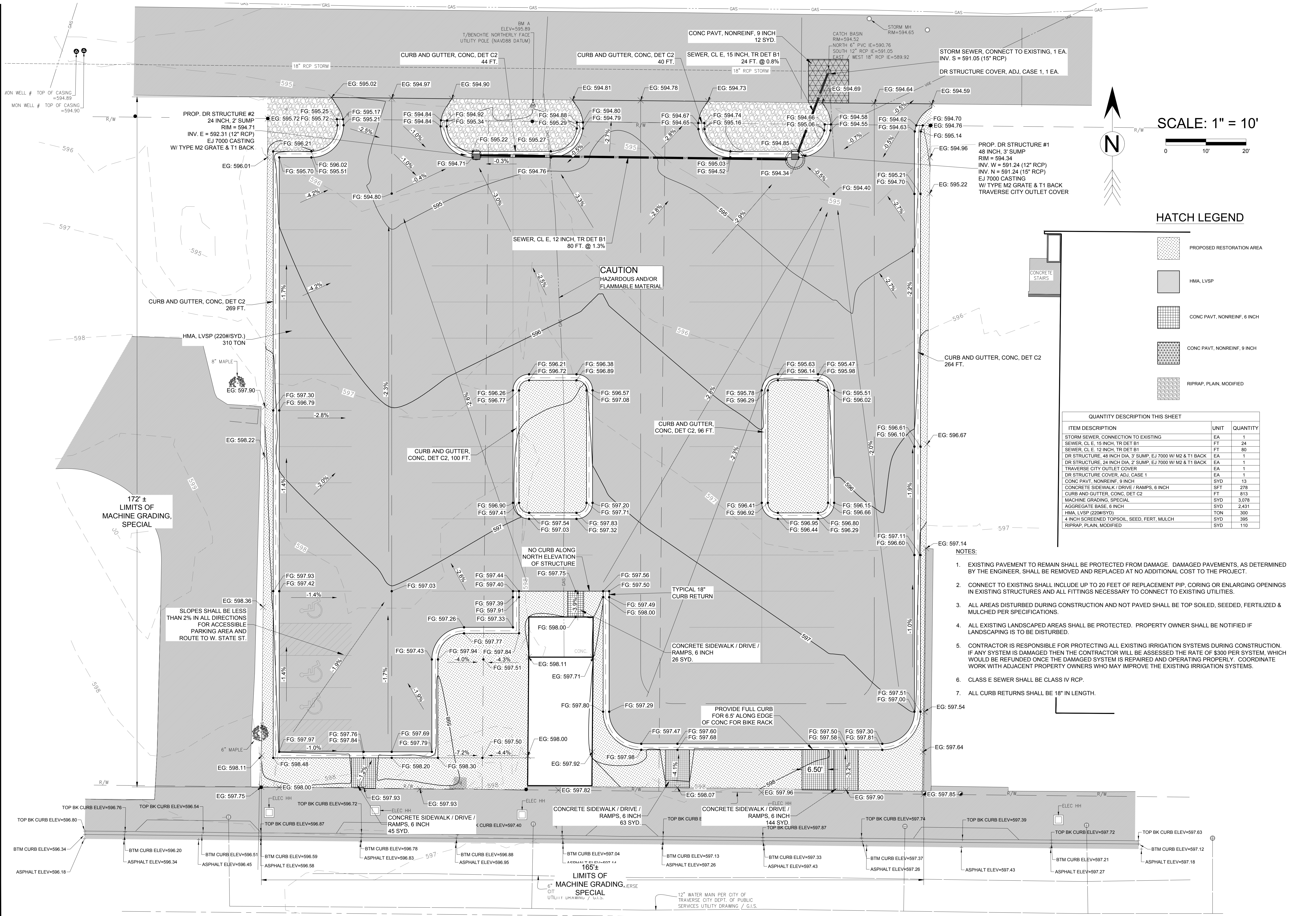
QUANTITY DESCRIPTION THIS SHEET		
ITEM DESCRIPTION	UNIT	QUANTITY
MOBILIZATION / TRAFFIC CONTROL	LSUM	1
PAVT, REM, SPECIAL	SYD	1,178
SEWER, REM, LESS THAN 24 INCH	FT	22
TREE, REM, 4 INCH TO 8 INCH	EA	2

C/L WEST STATE STREET (66')(PUBLIC)

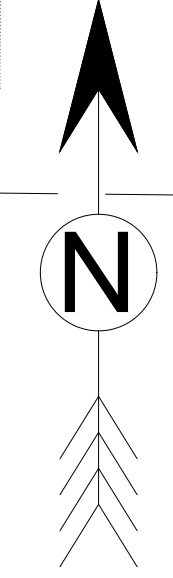


The City of Traverse City
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GOVERNMENTAL CENTER
400 Boardman Avenue
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**CITY OF TRAVERSE CITY
2018 PAVEMENT PRESERVATION PROJECT
LOT P - GRADING PLAN**



SCALE: 1" = 10'



HATCH LEGEND

- PROPOSED RESTORATION AREA
- HMA, LVSP
- CONC PAVT, NONREINF, 6 INCH
- CONC PAVT, NONREINF, 9 INCH
- RIPRAP, PLAIN, MODIFIED

QUANTITY DESCRIPTION THIS SHEET		
ITEM DESCRIPTION	UNIT	QUANTITY
STORM SEWER, CONNECTION TO EXISTING	EA	1
SEWER, CL E, 15 INCH, TR DET B1	FT	24
SEWER, CL E, 12 INCH, TR DET B1	FT	80
DR STRUCTURE, 48 INCH DIA, 3' SUMP, EJ 7000 W/ M2 & T1 BACK	EA	1
DR STRUCTURE, 24 INCH DIA, 2' SUMP, EJ 7000 W/ M2 & T1 BACK	EA	1
TRAVERSE CITY OUTLET COVER	EA	1
DR STRUCTURE COVER, ADJ, CASE 1	EA	1
CONC PAVT, NONREINF, 9 INCH	SYD	13
CONCRETE SIDEWALK / DRIVE / RAMPS, 6 INCH	SFT	278
CURB AND GUTTER, CONC, DET C2	FT	813
MACHINE GRADING, SPECIAL	SYD	3,078
AGGREGATE BASE, 6 INCH	SYD	2,431
HMA, LVSP (220#/SYD)	TON	300
4 INCH SCREENED TOPSOIL, SEED, FERT, MULCH	SYD	395
RIPRAP, PLAIN, MODIFIED	SYD	110

NOTES:

1. EXISTING PAVEMENT TO REMAIN SHALL BE PROTECTED FROM DAMAGE. DAMAGED PAVEMENTS, AS DETERMINED BY THE ENGINEER, SHALL BE REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE PROJECT.
2. CONNECT TO EXISTING SHALL INCLUDE UP TO 20 FEET OF REPLACEMENT PIP, CORING OR ENLARGING OPENINGS IN EXISTING STRUCTURES AND ALL FITTINGS NECESSARY TO CONNECT TO EXISTING UTILITIES.
3. ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT PAVED SHALL BE TOP SOILED, SEEDED, FERTILIZED & MULCHED PER SPECIFICATIONS.
4. ALL EXISTING LANDSCAPED AREAS SHALL BE PROTECTED. PROPERTY OWNER SHALL BE NOTIFIED IF LANDSCAPING IS TO BE DISTURBED.
5. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING IRRIGATION SYSTEMS DURING CONSTRUCTION. IF ANY SYSTEM IS DAMAGED THEN THE CONTRACTOR WILL BE ASSESSED THE RATE OF \$300 PER SYSTEM, WHICH WOULD BE REFUNDED ONCE THE DAMAGED SYSTEM IS REPAIRED AND OPERATING PROPERLY. COORDINATE WORK WITH ADJACENT PROPERTY OWNERS WHO MAY IMPROVE THE EXISTING IRRIGATION SYSTEMS.
6. CLASS E SEWER SHALL BE CLASS IV RCP.
7. ALL CURB RETURNS SHALL BE 18" IN LENGTH.

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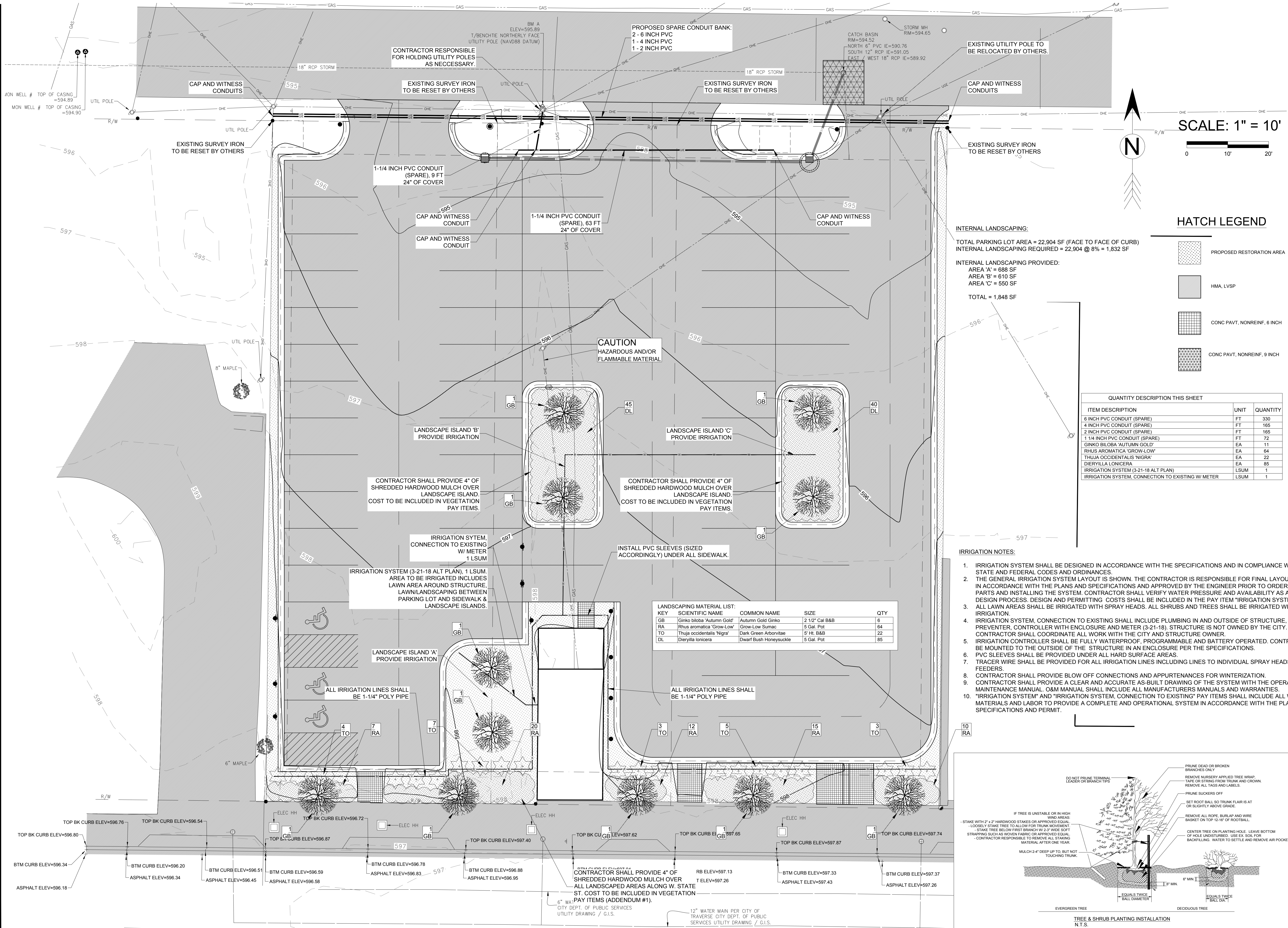
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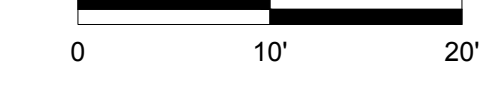
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CITY OF TRAVERSE CITY
2018 PAVEMENT PRESERVATION PROJECT
LOT P - LANDSCAPING / IRRIGATION PLAN

Revision/Issue	Date
REVIEW SET	12-18-17
REVIEW SET	01-10-18
BID SET	01-22-18
ALT PLAN	03-21-18
Date:	12-12-2017
Project No.:	2018-01
Drawn by:	ARY
Scale:	1" = 10'
Sheet No.:	7 OF 7



SCALE: 1" = 10'



HATCH LEGEND

- PROPOSED RESTORATION AREA
- HMA, LVSP
- CONC PAVT, NONREINF, 6 INCH
- CONC PAVT, NONREINF, 9 INCH

QUANTITY DESCRIPTION THIS SHEET

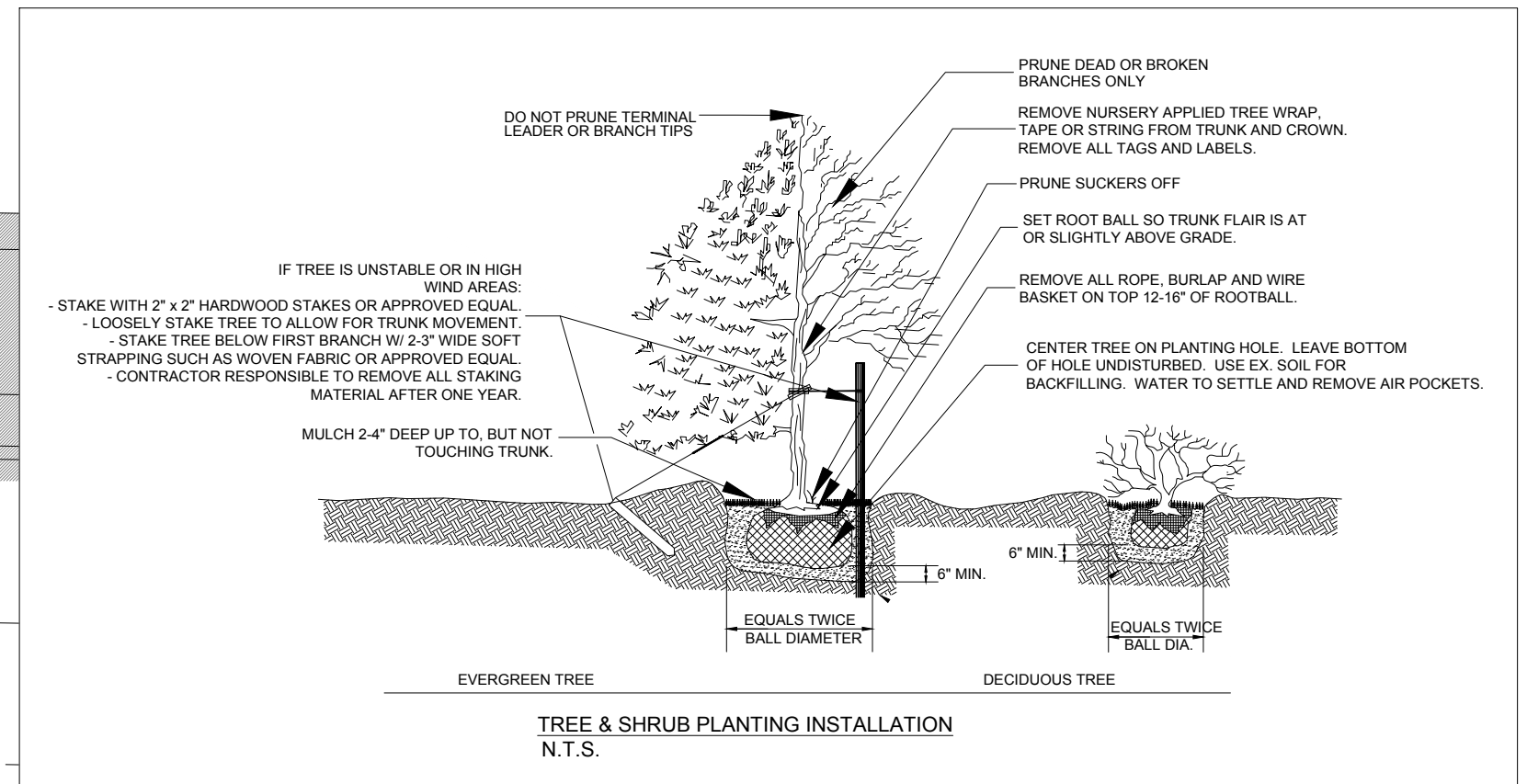
ITEM DESCRIPTION	UNIT	QUANTITY
6 INCH PVC CONDUIT (SPARE)	FT	330
4 INCH PVC CONDUIT (SPARE)	FT	165
2 INCH PVC CONDUIT (SPARE)	FT	165
1 1/4 INCH PVC CONDUIT (SPARE)	FT	72
GINKGO BILOBA 'AUTUMN GOLD'	EA	11
RHUS AROMATICA 'GROW-LOW'	EA	64
THUJA OCCIDENTALIS 'NIGRA'	EA	22
DIERYLLA LONICERA	EA	85
IRRIGATION SYSTEM (3-21-18 ALT PLAN)	LSUM	1
IRRIGATION SYSTEM, CONNECTION TO EXISTING W/ METER	LSUM	1

IRRIGATION NOTES:

- IRRIGATION SYSTEM SHALL BE DESIGNED IN ACCORDANCE WITH THE SPECIFICATIONS AND IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL CODES AND ORDINANCES.
- THE GENERAL IRRIGATION SYSTEM LAYOUT IS SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR FINAL LAYOUT AND DESIGN IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND APPROVED BY THE ENGINEER PRIOR TO ORDERING MATERIALS, PARTS AND INSTALLING THE SYSTEM. CONTRACTOR SHALL VERIFY WATER PRESSURE AND AVAILABILITY AS A PART OF THE DESIGN PROCESS. DESIGN AND PERMITTING COSTS SHALL BE INCLUDED IN THE PAY ITEM "IRRIGATION SYSTEM".
- ALL LAWN AREAS SHALL BE IRRIGATED WITH SPRAY HEADS. ALL SHRUBS AND TREES SHALL BE IRRIGATED WITH TRICKLE IRRIGATION.
- IRRIGATION SYSTEM, CONNECTION TO EXISTING SHALL INCLUDE PLUMBING IN AND OUTSIDE OF STRUCTURE, BACKFLOW PREVENTER, CONTROLLER WITH ENCLOSURE AND METER (3-21-18). STRUCTURE IS NOT OWNED BY THE CITY. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE CITY AND STRUCTURE OWNER.
- IRRIGATION CONTROLLER SHALL BE FULLY WATERPROOF, PROGRAMMABLE AND BATTERY OPERATED. CONTROLLER SHALL BE MOUNTED TO THE OUTSIDE OF THE STRUCTURE IN AN ENCLOSURE PER THE SPECIFICATIONS.
- PVC SLEEVES SHALL BE PROVIDED UNDER ALL HARD SURFACE AREAS.
- TRACER WIRE SHALL BE PROVIDED FOR ALL IRRIGATION LINES INCLUDING LINES TO INDIVIDUAL SPRAY HEADS OR TRICKLE FEEDERS.
- CONTRACTOR SHALL PROVIDE BLOW OFF CONNECTIONS AND APPURTENANCES FOR WINTERIZATION.
- CONTRACTOR SHALL PROVIDE A CLEAR AND ACCURATE AS-BUILT DRAWING OF THE SYSTEM WITH THE OPERATION AND MAINTENANCE MANUAL. O&M MANUAL SHALL INCLUDE ALL MANUFACTURERS MANUALS AND WARRANTIES.
- "IRRIGATION SYSTEM" AND "IRRIGATION SYSTEM, CONNECTION TO EXISTING" PAY ITEMS SHALL INCLUDE ALL WORK, MATERIALS AND LABOR TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND PERMIT.

LANDSCAPING MATERIAL LIST:

KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
GB	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2 1/2" Cal B&B	6
RA	Rhus aromatica 'Grow-Low'	Grow-Low Sumac	5 Gal. Pot	64
TO	Thuja occidentalis 'Nigra'	Dark Green Arborvitae	5' Ht. B&B	22
DL	Dierylla lonicera	Dwarf Bush Honeysuckle	5 Gal. Pot	85



CONTRACTOR SHALL PROVIDE 4" OF SHREDDED HARDWOOD MULCH OVER ALL LANDSCAPED AREAS ALONG W. STATE ST. COST TO BE INCLUDED IN VEGETATION PAY ITEMS (ADDENDUM #1).

6" WATER MAIN PER CITY OF TRAVERSE CITY DEPT. OF PUBLIC SERVICES UTILITY DRAWING / G.I.S.

12" WATER MAIN PER CITY OF TRAVERSE CITY DEPT. OF PUBLIC SERVICES UTILITY DRAWING / G.I.S.

ATTACHMENT D
SCHEDULE

**West End Parking Deck
Updated 5-23-23**

Issue RFP	May 23, 2023
RFP Due to City	June 9, 2023 1:00 PM
Consultant Interviews	June 12-16, 2023
Consultant Selection Recommendation	June 22, 2023
Contract Award City Commission	July 3, 2023
Contract Executed (city):	July 24, 2023
Schematic Design:	December 29, 2023
Design Development	February 15, 2024
Construction Drawings	April 1, 2024
Bidding	April-May 2024
Construction Contract Award	June 3, 2024
Construction	July 2024 to September 2025

ATTACHMENT E
SAMPLE AGREEMENT

CITY OF TRAVERSE CITY
CONSULTANT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman, Traverse City, Michigan, 49684, (the "City"), and _____, a (sole proprietorship/partnership/corporation) of _____, (if a corporation, state of incorporation) (the "Consultant");

WHEREAS, the City desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

[BRIEF DESCRIPTION OF PROJECT]

and the Consultant wishes to furnish such technical and professional service to the City and has represented that the Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.

- A. Notice
- B. Request for Proposals/Bids
- C. Consultant's Proposal/Bid
- D. Schedule of Payments
- E. Timetable for Activities

2. Scope of Services. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.

3. Compensation and Method of Payment. The City shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the total sum of \$ _____ in accordance with the Schedule of Payments.

4. Period of Performance. The services to be rendered under this Agreement shall commence within _____ working days of execution hereof. Performance shall be in accordance with the Timetable for Activities.

5. Independent Contractor. The relationship of the Consultant to the City is that of an independent contractor and in accordance therewith, the Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents

will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Consultant to be a joint venture.

6. The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Consultant shall indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Consultant or its employees, agents, servants and subcontractors. Losses include damages the City may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement. The Consultant shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them.

The City hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Consultant expressly acknowledges and agrees that this indemnification provision is

intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.

USED WHEN CITY IS NAMED AS ADDITIONAL INSURED:

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy; and in the case where Consultant is required to name the City as additional insured, shall provide an endorsement stating that the City has been named as an additional insured onto such policy for all claims arising out of the Consultant's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

USED WHEN CITY IS NOT NAMED AS ADDITIONAL INSURED:

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

- A. Commercial General Liability. The Consultant shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Consultant's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Consultant shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Professional Liability. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Consultant, on a claims made basis with a three (3) year reporting period; or in the alternative, the Consultant must continuously maintain the required Professional Liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Consultant's Professional Liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Consultant must purchase a three-year Extended Reporting Period at the Consultant's expense (if required in the Request for Proposals/Bids).

C. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Consultant shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The City's Obligation. The City shall provide the Consultant with all information currently available to the City upon request of the Consultant. The City Manager shall designate a City employee to be the City's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the City Manager. Any assignment, subcontract or transfer of the Consultant's duties under this Agreement must be in writing.

16. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless the City Manager and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the City.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the City.

19. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the City Manager determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Consultant shall correct the violations referred to in the notice. If the Consultant does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Consultant at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City to proceed against the Consultant at law or under the terms of this Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of this Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and the City shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

25. Delay. If the Consultant is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this

Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Consultant shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 et seq or as otherwise agreed to by the parties. The parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13th Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County Circuit Court.

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

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after

such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must require the parties to participate in at least one mediation session before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the City are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the City shall become property of the City upon completion of the work and payment in full of all monies due the Consultant. Copies of the City-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the City to the Consultant are only for convenience of the Consultant. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the City for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Consultant. Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant to the City shall be in a compatible software format for use by the City. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Consultant's seal or the identification of the Consultant in the title block.

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

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

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

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

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises,

conditions or understandings which are not contained herein. It is understood that should the Consultant recommend further work concerning the project, the City is under no obligation to engage the Consultant in such work.

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

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

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

CITY OF TRAVERSE CITY

By _____
Richard I. Lewis, Mayor

By _____
Benjamin C. Marentette, City Clerk

CONSULTANT

APPROVED AS TO SUBSTANCE:

By _____
Signature

City Manager

Name and Title (print or type)

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

SCOPE OF SERVICES

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

SAMPLE

SCHEDULE OF PAYMENTS

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

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

SAMPLE

TIMETABLE FOR ACTIVITIES

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

Services shall be completed not later than _____.

SAMPLE