Traverse City Downtown Development Authority Regular Meeting

Friday, November 20, 2026
9:00 am

Commission Chambers, Governmental Center
400 Boardman Avenue
Traverse City, Michigan 49684

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If you are planning to attend and you have a disability requiring any special assistance at the meeting and/or if you have any concerns, please immediately notify the ADA Coordinator.

The City of Traverse City and Downtown Development Authority are committed to a dialog that is constructive, respectful and civil. We ask that all individuals interacting verbally or in writing with board members honor these values.

Downtown Development Authority:
c/o Harry Burkholder, Executive Director
(231) 922-2050
Web: www.dda.downtowntc.com
303 East State Street, Suite C
Traverse City, MI 49684

Welcome to the Traverse City Downtown Development Authority meeting

Agenda

Page

1. CALL TO ORDER

2. ROLL CALL

3. REVIEW AND APPROVAL OF AGENDA

4. PUBLIC COMMENT

5. CONSENT CALENDAR

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one DDA Board motion without discussion. Any member of the DDA Board, staff or the public may ask that any item on the consent calendar be removed therefrom and placed elsewhere on the agenda for individual consideration by the DDA Board; and such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single DDA Board action adopting the consent calendar.

A. Consideration of approving the minutes from the October 16, 2026 DDA Regular Board Meeting (approval recommended) — 4 - 7

October 16, 2026 Regular Meeting Minutes - PDF

B. Consideration of approving the October 2026 Financial Reports and Distributions from DDA General, Old Town TIF and TIF-97 Budgets (approval recommended) — 8 - 10

October 2026 DDA General, Old Town TIF and TIF-97 Financial Reports and Distributions - PDF

C. Consideration of approving the October 2026 Financial Report and Distribution from the Traverse City Arts Commission (approval recommended) — 11

October 2026 TC Arts Commission Financial Report and Distribution - PDF

6. ITEMS REMOVED FROM CONSENT CALENDAR

7. OLD BUSINESS

A. TIF-97 Project Priorities 12 - 13
TIF-97 Project Priorities - PDF

8. NEW BUSINESS

A. Rotary Square Contract Consideration (approval recommended) 14 - 60
Rotary Square Funding Consideration Memo (Burkholder) - PDF
AJ Excavating, LLC Proposal for Rotary Square - PDF
Progressive Construction Administration Proposal for Rotary Square - PDF
SME Geotechnical Testing Proposal for Rotary Square - PDF

9. EXECUTIVE DIRECTOR REPORT

A. Executive Director Report 61 - 62
Executive Director Report (Burkholder) - PDF

10. STAFF REPORTS

A. Director of Events and Engagement Report 63 - 64
Director of Events and Engagement Report (Klebba) - PDF

11. RECEIVE AND FILE

12. PUBLIC COMMENT

13. ADJOURNMENT

Minutes of the
Downtown Development Authority for the City of Traverse City
Regular Meeting
Friday, October 16, 2026

A regular meeting of the Downtown Development Authority of the City of Traverse City was called to order at the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, at 9:00 a.m.

The following Board Members were in attendance: Board Members: Ed Slosky, Amy Shamroe, Pete Kirkwood, Jeff Joubran, Shelly Spencer, Todd McMillen and Gary Howe

The following Board Members were absent: Boards Members: Mike Powers and Caitlin Early

Chairperson Slosky presided at the meeting.

(a) **CALL TO ORDER**

The regular meeting of the Downtown Development Authority was called to order by Chair Slosky at 9:00 am.

(b) **ROLL CALL**

Roll call was conducted by Mr. Burkholder

(c) **REVIEW AND APPROVAL OF AGENDA**

(1) That the meeting agenda be approved as presented

Moved by Jeff Joubran, Seconded by Shelley Spencer

Yes:	Peter Kirkwood, Jeff Joubran, Todd McMillen, Ed Slosky, Amy Shamroe, Shelley Spencer, and Gary Howe
Absent:	Mike Powers and Caitlin Early

CARRIED. 7-0-2 on a recorded vote

(d) **PUBLIC COMMENT**

No Public Comments Provided

(e) **CONSENT CALENDAR**

Draft

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one DDA Board motion without discussion. Any member of the DDA Board, staff or the public may ask that any item on the consent calendar be removed therefrom and placed elsewhere on the agenda for individual consideration by the DDA Board; and such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single DDA Board action adopting the consent calendar.

(1) Consideration of approving the minutes from the September 18, 2026 DDA Regular Board Meeting (approval recommended)

(2) Consideration of approving the September 2026 Financial Reports and Distributions for the DDA General, Old Town TIF and TIF-97 Budgets (approval recommended)

(3) Consideration of approving the September 2026 Financial Report for the Traverse City Arts Commission (approval recommended)
That the Consent Calendar be Approved as Presented

Moved by Todd McMillen, Seconded by Amy Shamroe

Yes: Peter Kirkwood, Jeff Joubran, Todd McMillen, Ed Slosky, Amy Shamroe, Shelley Spencer, and Gary Howe
Absent: Mike Powers and Caitlin Early

CARRIED. 7-0-2 on a recorded vote

(f) **ITEMS REMOVED FROM CONSENT CALENDAR**

(g) **SPECIAL ORDER OF BUSINESS**

(1) Bi-Annual TIF Informational Report to the Community (MCL 125.4910(4))

The following staff and board members addressed the Board:
Harry Burkholder, DDA Executive Director
Lauren Bohac, DDA Deputy Director
Board Member Shamroe
Board Member Slosky

(h) **OLD BUSINESS**

(1) TIF-97 Priorities

The following addressed the Board:
Harry Burkholder, DDA Executive Director
Board Member Slosky
Board Member Howe
Board member Shamroe

(i) **NEW BUSINESS**

Draft

(1) NOAA Grant Update

The following addressed the DDSA Board:
Harry Burkholder, DDA Executive Director
Janeen McDermott, Senior Water Resources Engineer, GEI
Brett Fessel, River Ecologist, Natural resources Department, GTB
Board Member Kirkwood
Board Member Shamroe
Board Member Slosky
Board Member Joubran

(2) Executive Director Performance Evaluation Contract (approval recommended)
That the DDA Board approve to enter into a contract with Human Resources Partners for a not-to-exceed cost of $4,000 to facilitate the Board of Director's 2026 performance evaluation for the Executive Director of the Traverse City Downtown Development Authority

Moved by Peter Kirkwood, Seconded by Amy Shamroe

Yes:	Peter Kirkwood, Jeff Joubran, Todd McMillen, Ed Slosky, Amy Shamroe, Shelley Spencer, and Gary Howe
Absent:	Mike Powers and Caitlin Early

CARRIED. 7-0-2 on a recorded vote

(j) **EXECUTIVE DIRECTOR REPORT**

(1) Executive Director Report

The following addressed the DDA Board:
Harry Burkholder, DDA Executive Director
Board Member Slosky

(k) **STAFF REPORTS**

(1) Director of Events and Engagement Report

The following addressed the DDA Board:
Sara Klebba, Director of Events and Engagement

(l) **RECEIVE AND FILE**

(m) **PUBLIC COMMENT**

(1)

Public comment provided by Willard Kelley

(n) **ADJOURNMENT**
Meeting adjourned at 9:59 am

Draft

Harry Burkholder, DDA Executive Director

Draft

OCT 26 DDA_ FOR TRAVERSE CITY
Balance As Of 10/31/2026

GL Number	Description	26-27 Amended Budget	Available Balance 10/31/2026	Encumbrance 10/31/2026	% Bdgt Used
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Account Category: Revenues					
Department: 000 NON-DEPARTMENTAL					
248-000-402.000	TAXES-CURRENT-REAL ESTATE	124,000.00	5,879.93	0.00	95.26
248-000-432.000	PAYMENT IN LIEU OF TAXES	1,400.00	120.08	0.00	91.42
248-000-476.060	VENDOR PERMITS	20,000.00	10,815.00	0.00	45.93
248-000-502.000	FEDERAL GRANTS	425,000.00	425,000.00	0.00	0.00
248-000-543.001	STATE GRANT	750,000.00	749,835.00	0.00	0.02
248-000-573.000	LOCAL COMMUNITY STABILZATION SHARE	62,000.00	62,000.00	0.00	0.00
248-000-580.001	GRANT PRIVATE SOURCE	258,000.00	258,000.00	0.00	0.00
248-000-626.000	CHARGES FOR SERVICES RENDERED	75,000.00	50,000.00	0.00	33.33
248-000-626.063	MERCHANDISE SALES	0.00	(520.00)	0.00	100.00
248-000-664.000	INTEREST & DIVIDEND EARNINGS	5,300.00	5,000.78	0.00	5.65
248-000-664.001	POOLED CASH INTEREST REVENUE	0.00	(91,272.03)	0.00	100.00
248-000-667.000	RENTS AND ROYALTIES	21,000.00	(4,550.00)	0.00	121.67
248-000-699.000	TRANSFERS IN	746,500.00	746,500.00	0.00	0.00
Total Dept 000 - NON-DEPARTMENTAL		2,488,200.00	2,216,808.76	0.00	10.91
Revenues		2,488,200.00	2,216,808.76	0.00	10.91
Account Category: Expenditures					
Department: 725 DOWNTOWN DEVELOPMENT AUTHORITY					
248-725-702.000	SALARIES AND WAGES	475,000.00	326,175.35	0.00	31.33
248-725-704.000	EMPLOYEE OVERTIME	0.00	(60.00)	0.00	100.00
248-725-714.000	HEALTH SAVINGS ACCT EXPENSE	9,000.00	2,766.66	0.00	69.26
248-725-715.000	EMPLOYER'S SOCIAL SECURITY	35,000.00	23,068.43	0.00	34.09
248-725-716.000	EMPLOYEE HEALTH INSURANCE	40,000.00	31,272.26	0.00	21.82
248-725-717.000	EMPLOYEE LIFE/DISABILITY INS	4,300.00	2,926.25	0.00	31.95
248-725-718.000	RETIREMENT FUND CONTRIBUTION	45,600.00	34,955.53	0.00	23.34
248-725-720.000	UNEMPLOYMENT COMPENSATION	1,900.00	1,537.23	0.00	19.09
248-725-721.000	WORKERS COMPENSATION INS	5,200.00	3,020.00	0.00	41.92
248-725-727.000	OFFICE SUPPLIES	6,000.00	4,899.75	0.00	18.34
248-725-727.003	OFFICE FURNITURE AND EQUIPMENT	6,000.00	5,777.98	0.00	3.70
248-725-740.000	OPERATION SUPPLIES	58,540.00	39,631.67	0.00	32.30
248-725-801.000	PROFESSIONAL AND CONTRACTUAL	101,500.00	66,815.65	2,670.72	34.17
248-725-801.007	MEMBERSHIP DUES AND SUBSCRIPTIONS	8,700.00	7,662.77	0.00	11.92
248-725-801.008	FARMERS MARKET FOOD ASSISTANCE	20,000.00	8,637.99	0.00	56.81
248-725-804.000	LEGAL SERVICES	54,000.00	32,975.00	0.00	38.94
248-725-822.001	TRAINING/REGISTRATION/TUITION	2,500.00	2,500.00	0.00	0.00
248-725-822.002	LODGING AND TRAVEL	2,500.00	2,500.00	0.00	0.00
248-725-850.000	COMMUNICATIONS	3,500.00	2,980.92	0.00	14.83
248-725-900.000	PRINTING AND PUBLISHING	2,000.00	1,826.57	0.00	8.67
248-725-920.000	PUBLIC UTILITIES	7,400.00	7,016.00	0.00	5.19
248-725-956.000	MISCELLANEOUS	10,000.00	8,171.38	0.00	18.29
248-725-970.000	CAPITAL OUTLAY	1,433,000.00	1,409,089.52	0.00	1.67
248-725-988.000	UNALLOCATED FUNDS	156,560.00	156,560.00	0.00	0.00
Total Dept 725 - DOWNTOWN DEVELOPMENT AUTHORITY		2,488,200.00	2,182,706.91	2,670.72	12.28
Expenditures		2,488,200.00	2,182,706.91	2,670.72	12.28
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:					
TOTAL REVENUES		2,488,200.00	2,216,808.76	0.00	10.91
TOTAL EXPENDITURES		2,488,200.00	2,182,706.91	2,670.72	12.28
NET OF REVENUES & EXPENDITURES:		0.00	34,101.85	(2,670.72)	

OCT 26 DDA_ FOR TRAVERSE CITY
Balance As Of 10/31/2026

GL Number	Description	26-27 Amended Budget	Available Balance 10/31/2026	Encumbrance 10/31/2026	% Bdgt Used
Fund: 252 DDA OLD TOWN TIF					
Account Category: Revenues					
Department: 725 DOWNTOWN DEVELOPMENT AUTHORITY					
252-725-402.000	TAXES-CURRENT-REAL ESTATE	1,151,000.00	183,890.28	0.00	84.02
252-725-664.000	INTEREST & DIVIDEND EARNINGS	0.00	(148.44)	0.00	100.00
252-725-692.000	PRIOR YEARS' SURPLUS	330,480.00	330,480.00	0.00	0.00
Total Dept 725 - DOWNTOWN DEVELOPMENT AUTHORITY		1,481,480.00	514,221.84	0.00	65.29
Revenues		1,481,480.00	514,221.84	0.00	65.29
Account Category: Expenditures					
Department: 725 DOWNTOWN DEVELOPMENT AUTHORITY					
252-725-801.000	PROFESSIONAL AND CONTRACTUAL	58,300.00	36,146.50	0.00	38.00
252-725-821.000	MARKETING & PUBLIC SERVICES	20,200.00	10,250.33	0.00	49.26
252-725-920.000	PUBLIC UTILITIES	3,200.00	3,006.18	0.00	6.06
252-725-956.000	MISCELLANEOUS	15,000.00	14,987.60	0.00	0.08
252-725-965.000	CITY FEE	152,000.00	102,731.07	0.00	32.41
252-725-970.002	DDA ESSENTIAL PUBLIC INFRASTRUCTURE	122,000.00	121,054.40	0.00	0.78
252-725-970.003	DDA TRANSFORMATIONAL PUBLIC INFRASTR	60,000.00	60,000.00	0.00	0.00
252-725-970.003-DDAMA	DDA TRANSFORMATIONAL PUBLIC INFRASTR	10,000.00	10,000.00	0.00	0.00
252-725-970.003-DDARE	DDA TRANSFORMATIONAL PUBLIC INFRASTR	200,000.00	200,000.00	0.00	0.00
252-725-970.003-DDAU7	DDA TRANSFORMATIONAL PUBLIC INFRASTR	700,000.00	700,000.00	0.00	0.00
252-725-995.000	TRANSFERS OUT/CONTRIB. TO OTHER FUND	140,780.00	140,780.00	0.00	0.00
Total Dept 725 - DOWNTOWN DEVELOPMENT AUTHORITY		1,481,480.00	1,398,956.08	0.00	5.57
Expenditures		1,481,480.00	1,398,956.08	0.00	5.57
Fund 252 - DDA OLD TOWN TIF:					
TOTAL REVENUES		1,481,480.00	514,221.84	0.00	65.29
TOTAL EXPENDITURES		1,481,480.00	1,398,956.08	0.00	5.57
NET OF REVENUES & EXPENDITURES:		0.00	(884,734.24)	0.00	

OCT 26 DDA_ FOR TRAVERSE CITY
Balance As Of 10/31/2026

GL Number	Description	26-27 Amended Budget	Available Balance 10/31/2026	Encumbrance 10/31/2026	% Bdgt Used
Fund: 253 DDA TIF 97					
Account Category: Revenues					
Department: 725 DOWNTOWN DEVELOPMENT AUTHORITY					
253-725-402.000	TAXES-CURRENT-REAL ESTATE	4,875,000.00	900,701.97	0.00	81.52
253-725-432.000	PAYMENT IN LIEU OF TAXES	30,000.00	30,000.00	0.00	0.00
253-725-664.000	INTEREST & DIVIDEND EARNINGS	3,400.00	2,429.52	0.00	28.54
253-725-692.000	PRIOR YEARS' SURPLUS	2,887,230.00	2,887,230.00	0.00	0.00
Total Dept 725 - DOWNTOWN DEVELOPMENT AUTHORITY		7,795,630.00	3,820,361.49	0.00	50.99
Revenues		7,795,630.00	3,820,361.49	0.00	50.99
Account Category: Expenditures					
Department: 725 DOWNTOWN DEVELOPMENT AUTHORITY					
253-725-801.000	PROFESSIONAL AND CONTRACTUAL	313,000.00	220,502.46	0.00	29.55
253-725-801.000-DDAFA	PROFESSIONAL AND CONTRACTUAL	61,000.00	38,522.23	0.00	36.85
253-725-821.000	MARKETING & PUBLIC SERVICES	90,900.00	69,433.34	0.00	23.62
253-725-900.000	PRINTING AND PUBLISHING	3,500.00	3,177.44	0.00	9.22
253-725-920.000	PUBLIC UTILITIES	20,000.00	18,695.10	0.00	6.52
253-725-956.000	MISCELLANEOUS	30,000.00	29,950.40	0.00	0.17
253-725-965.000	CITY FEE	587,800.00	390,724.28	0.00	33.53
253-725-970.002	DDA ESSENTIAL PUBLIC INFRASTRUCTURE	520,000.00	512,879.96	0.00	1.37
253-725-970.002-DDARS	DDA ESSENTIAL PUBLIC INFRASTRUCTURE	14,000.00	12,781.44	0.00	8.70
253-725-970.002-DDAUS	DDA ESSENTIAL PUBLIC INFRASTRUCTURE	150,000.00	150,000.00	0.00	0.00
253-725-970.003	DDA TRANSFORMATIONAL PUBLIC INFRASTR	10,000.00	7,025.00	2,975.00	29.75
253-725-970.003-DDABO	DDA TRANSFORMATIONAL PUBLIC INFRASTR	400,000.00	400,000.00	0.00	0.00
253-725-970.003-DDAFM	DDA TRANSFORMATIONAL PUBLIC INFRASTR	3,083,000.00	3,083,000.00	0.00	0.00
253-725-970.003-DDAMA	DDA TRANSFORMATIONAL PUBLIC INFRASTR	380,000.00	380,000.00	0.00	0.00
253-725-970.003-DDARO	DDA TRANSFORMATIONAL PUBLIC INFRASTR	500,000.00	500,000.00	0.00	0.00
253-725-970.003-DDASS	DDA TRANSFORMATIONAL PUBLIC INFRASTR	200,000.00	200,000.00	0.00	0.00
253-725-991.000	PRINCIPAL/PRINCIPAL EXPENSES	790,000.00	790,000.00	0.00	0.00
253-725-994.000	INTEREST EXPENSE	36,700.00	36,700.00	0.00	0.00
253-725-995.000	TRANSFERS OUT/CONTRIB. TO OTHER FUND	605,730.00	605,730.00	0.00	0.00
Total Dept 725 - DOWNTOWN DEVELOPMENT AUTHORITY		7,795,630.00	7,449,121.65	2,975.00	4.44
Expenditures		7,795,630.00	7,449,121.65	2,975.00	4.44
Fund 253 - DDA TIF 97:					
TOTAL REVENUES		7,795,630.00	3,820,361.49	0.00	50.99
TOTAL EXPENDITURES		7,795,630.00	7,449,121.65	2,975.00	4.44
NET OF REVENUES & EXPENDITURES:		0.00	(3,628,760.16)	(2,975.00)	
Report Totals:					
TOTAL REVENUES - ALL FUNDS		11,765,310.00	6,551,392.09	0.00	44.32
TOTAL EXPENDITURES - ALL FUNDS		11,765,310.00	11,030,784.64	5,645.72	6.24
NET OF REVENUES & EXPENDITURES:		0.00	(4,479,392.55)	(5,645.72)	

MONTHLY BUDGET REPORT FOR TRAVERSE CITY
Balance As Of 10/31/2026

GL Number	Description	26-27 Amended Budget	Available Balance 10/31/2026	Encumbrance 10/31/2026	% Bdgt Used
Fund: 107 PUBLIC ARTS COMMISSION FUND					
Account Category: Revenues					
Department: 000 NON-DEPARTMENTAL					
107-000-692.000	PRIOR YEARS' SURPLUS	38,000.00	38,000.00	0.00	0.00
107-000-699.000	TRANSFERS IN	80,000.00	20,000.00	0.00	75.00
	Total Dept 000 - NON-DEPARTMENTAL	118,000.00	58,000.00	0.00	50.85
	Revenues	118,000.00	58,000.00	0.00	50.85
Account Category: Expenditures					
Department: 000 NON-DEPARTMENTAL					
107-000-801.000	PROFESSIONAL AND CONTRACTUAL	48,000.00	33,010.00	0.00	31.23
107-000-930.000	REPAIRS AND MAINTENANCE	15,000.00	14,173.43	0.00	5.51
107-000-970.000	CAPITAL OUTLAY	55,000.00	55,000.00	0.00	0.00
	Total Dept 000 - NON-DEPARTMENTAL	118,000.00	102,183.43	0.00	13.40
	Expenditures	118,000.00	102,183.43	0.00	13.40
Fund 107 - PUBLIC ARTS COMMISSION FUND:					
TOTAL REVENUES		118,000.00	58,000.00	0.00	50.85
TOTAL EXPENDITURES		118,000.00	102,183.43	0.00	13.40
NET OF REVENUES & EXPENDITURES:		0.00	(44,183.43)	0.00	

Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
harry@downtowntc.com
231-922-2050

MEMORANDUM

To: Downtown Development Authority Board

From: Harry Burkholder, Executive Director

Date: November 16, 2026

Re: TIF-97 Project Priorities

Farmers Market Pavillion
Construction continues at Lot B. The stormwater infrastructure, grading and electrical conduit have been installed. Crews have also installed the foundations, and the steel structure is taking shape. With continued good weather, we hope more of the structural elements will be completed before the winter season begins.

Lower Boardman/Ottawa River
The November 9th City Commission study session provided an important opportunity to discuss the future of the Lower Boardman/Ottaway River corridor through downtown, specifically the deteriorating retaining wall between Union and Cass streets and its relationship to the DDA's broader river improvement plans. The discussion focused on the City's engineering assessment of the wall, immediate stabilization needs, and several potential long-term solutions. Of particular interest to the DDA was the opportunity to coordinate the City's retaining wall improvements with the DDA's ongoing work along the river, including the proposed pedestrian bridge and habitat restoration efforts through our NOAA grant.

From the DDA's perspective, the discussion reinforced the importance of looking at the retaining wall, the bridge, river habitat and the adjacent alley as part of a larger river-focused planning effort rather than isolated infrastructure repairs. The various preliminary alternatives carry significant implications for the alley's width, circulation, service access, downtown parking, and opportunities for public access to the river. No final design or direction was established by the Commission.

Moving forward, the City will continue its evaluation of the retaining wall alternatives, while the DDA will remain engaged in coordinating the bridge and habitat restoration components with the City's efforts. This includes further evaluating how the pedestrian bridge, habitat restoration, and potential placed-based alley improvements can be

designed and implemented together. The goal is to ensure that the necessary infrastructure improvements also contribute to a more connected, accessible, and attractive riverfront while maintaining the functional needs of downtown and adjacent businesses.

Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
harry@downtowntc.com
231-922-2050

Memorandum

To: DDA Board of Directors

From: Harry Burkholder, DDA Executive Director

Date: November 16, 2026

Subject: Rotary Square Funding Approval

In collaboration with the City of Traverse City, the DDA released a bid package for Rotary Square in October, with a due date for proposals of November 16th.

As previously noted, the bid package included an "alternate" bid for the alley work, to allow that portion of the contract to be optional and address how potential future riverbank stabilization and restoration efforts will be coordinated with our proposed Rotary Square design. Since then, agreement has been reached about the extent of the alley and riverbank footprint and stabilization/restoration.

The City received two proposals in response to the RFP. Listed below are the firms and costs associated with the two proposals, including the alley alternate:

AJ's Excavating

Rotary Square:	$2,657,810.30
Alley Alternative:	$ 189,501.80
Total:	***$2,847,312.10***

Team Elmers

Rotary Square:	$5,777,355.00
Alley Alternative:	$ 444,435.00
Total:	***$6,221,790.00***

In addition to the proposal we received for construction, we also received a proposal for construction administration services from Progressive Companies for $263,200 and SME for specialized material testing throughout the duration of construction for $56,300. All proposals are attached.

As noted last month, given Progressive's previous work on public engagement, conceptual design, schematic design, and design development, the firm has an in-depth understanding of the project vision, site conditions, technical challenges, stakeholder

input, and potential riverbank restoration efforts. Their familiarity with the project and established working relationships with DDA and City staff offer efficiencies and continuity as the project moves into construction. Additionally, we have been advised by City Engineering that retaining the engineer of record for construction administration ensures continuity, timely decision making and reduced project risk.

Rotary Square
As a reminder, the final design of Rotary Square reflects extensive community engagement, incorporating more than 1,000 points of feedback gathered over the last year through public open houses, surveys, stakeholder meetings, pop-up events, and input from the DDA Board, City staff, and the Rotary Square Advisory Committee.

The final plan strikes a balance between an active public plaza and a natural respite within downtown Traverse City. Inspired by the organic forms of the Petoskey Stone, the layout layers active and passive uses around a central lawn. These layers create opportunities for both quiet, intimate moments and larger gatherings when the space is activated.

Key features of the schematic design include:

- A central lawn and stage area
- A raised pathway leading to an elevated platform that overlooks the lawn
- Large swing benches
- Integration of sustainable design elements, including native plantings and a rocky channel for collecting stormwater
- Integration of the alley and adjacent parking spaces, with a connection with FishPass

Upon approval by the DDA Board, funding for the project is anticipated to be considered by the City Commission at its December 7th meeting. Pending City Commission approval and finalization of contracts, construction is expected to begin next spring, with completion anticipated in late fall.

Therefore, I am asking the DDA Board to approve:

1. Square Construction Costs: $2,847,312.10 - plus a 10% contingency of $284,731.21
   For a not to exceed total of: $3,132,043.31

2. Construction Management Costs: $263,200 - plus a 10% contingency of $26,320
   For a not to exceed total of: $289,520

3. Geotechnical Support Costs: $56,300 - plus a 10% contingency of $5,630.
   For a not to exceed total of $61,930

Total Not to Exceed Costs: $3,483,493.31

As a reminder, a portion of the project will be reimbursed through the remaining grant funds from Rotary Charities. I am continuing to work with Rotary Charities to confirm the final reimbursement amount and determine whether a portion of the remaining grant funds could potentially be earmarked for a future Capital Improvement reserve.

Recommended Motion
That the DDA Board authorize the execution of a contract with the City of Traverse City and AJ's Excavating, LLC for construction costs associated with the Rotary Square project, as well as agreements for construction management services with Progressive Companies and geotechnical services with SME, for a total amount not to exceed $3,483,493.31, to be funded through TIF-97.

Furthermore, that the DDA Board authorize a funding agreement with the City of Traverse City for the transfer of funds and reimbursement of all contracts related to the project, with all agreements subject to approval as to form by the DDA Attorney.

Bid Bond

AIA Document A310™ – 2010

Bid Bond No. FED08521

CONTRACTOR:
(Name, legal status and address)
AJ'S EXCAVATING, LLC
9777 Honor Hwy
Honor, MI 49640

SURETY:
(Name, legal status and principal place of business)
GRANITE RE, INC.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City Of Traverse City
400 Boardman Ave
Traverse City, MI 49684

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
Rotary Square, Project No. 2026-0180

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of November, 2026.

Sandra Groniet
(Witness)

AJ'S EXCAVATING, LLC
(Principal) *(Seal)*

(Title) Project Manager

Kaylee Floodman
(Witness)

GRANITE RE, INC.
(Surety) *(Seal)*

Eliot Motu
(Title) Eliot Motu, Attorney-in-fact

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061110

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; KARLA HEFFRON; SAMUEL DUCHOW; JULIA DOUGLAS; KORY MORTEL; ELIOT MOTU; WILLIAM FRAZIER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; KARLA HEFFRON; SAMUEL DUCHOW; JULIA DOUGLAS; KORY MORTEL; ELIOT MOTU; WILLIAM FRAZIER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 13th day of November, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF MICHIGAN)
COUNTY OF)

I, JEFF SAXTON (Name), the PROJECT MANAGER (Title) of AJ'S EXCAVATING (Company Name), state:

1. That I have submitted a bid to the City of Traverse City and DDA.

2. That the bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

3. That the bid is genuine and not collusive or a sham.

4. That I have not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Traverse City or DDA or of any other bidder, or anyone else interested in the proposed contract.

5. That prior to the public opening and reading of the bids, I:

   a. Did not directly or indirectly induce or solicit anyone else to submit a false or sham bid.

   b. Did not directly or indirectly collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham bid or that anyone should refrain from bidding or withdraw a bid.

   c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid of said bidder or of anyone else or to raise or fix any overhead, profit or cost element of a bid price of that of anyone else.

   d. Did not, directly or indirectly, submit a bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof or to any individual or group of individuals, except to any person or persons who have a partnership or other financial interest with me in my business.

Subscribed and sworn to before me this 16TH day of NOVEMEBER, 2026.

SANDRA GIONET, Notary Public
MANISTEE County, Michigan
Acting in BENZIE County, Michigan
My Commission Expires: January 16, 2030

SANDRA GIONET
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MANISTEE
My Commission Expires January 16, 2030
Acting in the County of Benzie

BIDDER: PLEASE COMPLETE AND RETURN **DUE: November 16, 2026 @ 10:00 A.M**

ROTARY SQUARE PROJECT

The undersigned bidder, having carefully examined the local conditions affecting the cost of the work and with the specifications, contract documents and any other applicable information, hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, equipment and all utility and transportation services necessary to perform and complete this project in a workmanlike manner in accordance with the plans and the work description.

Bidder submits this bid and agrees to meet or exceed all of the City of Traverse City's and DDA requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid, Bidder's company or Bidder is not in arrear to the City of Traverse City or the DDA for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as successful bidder, to enter with the City and DDA into the contract included with the specifications.

Bidder understands that the City and DDA reserves the right to accept any or all bids in whole or in part and to waive irregularities in any bid in the best interest of the City of Traverse City and Downtown Development Authority. The bids will be evaluated and awarded on the basis of the best value to the City. Criteria used will include, but not be limited to, price, accessories, options and overall capability meeting the needs of the City.

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

The prices shown in this bid reflect a specified completion date of **June 2, 2028** starting from the date specified in the "Notice to Proceed". The Bidder shall be responsible for liquidated damages for each day after the **specified completion date** specified in the Notice to Proceed based on the table below. It is the intent of the City and DDA to have this project substantially completed by **June 2, 2028**.

Liquidated Damages will be assessed per MDOT Section 108.10, Table 108-1 for project delays.

Table 108-1: Schedule of Liquidated Damages for Department Oversight

Original Contract Amount		Amount per Calendar Day
From More Than	To and Including	
$0	$100,000	$500
$100,000	$500,000	$800
$500,000	$1,000,000	$1,000
$1,000,000	$5,000,000	$1,500
$5,000,000	$15,000,000	$2,000
Over $15,000,000		$4,000

Miscellaneous Quantities

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
100	1	LSUM	Mobilization, Max, 5%	60,176.40	60,176.40
101	1	LSUM	Maintaining Traffic	37,101.80	37,101.80
102	1	LSUM	Pedestrian and Bike Detour	7,024.10	7,024.10
103	1	LSUM	Soil Erosion and Sediment Control Plan	15,407.70	15,407.70
104	400	Cyd	Subgrade Undercutting, Type II	28.70	11,480.00
105	1000	Lft	Securtiy Fencing	12.80	12,800.00
106	1	LSUM	Site Preparation, Max	32,742.10	32,742.10
107	1	LSUM	Watering and Cultivating, First Season, Min	1,621.20	1,621.20

C103 - Enlarged Site Demolition Plan

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
200	11	Ea	Tree, Rem, 6 inch to 18 inch	390.60	4,296.60
201	8	Syd	Pavt, Rem, Modified	125.20	1,001.60
202	45	Syd	Sidewalk, Rem	22.30	1,003.50
203	1	Ea	Decorative Paver, Remove and Reinstall	2,500.00	2,500.00
204	1	Ea	Pet Waste Basket and Sign, Remove and Salvage	199.20	199.20
205	1	ALLOW	Underground Electric, Relocation	10,000.00	10,000.00
206	1	ALLOW	Underground Telephone, Relocation	10,000.00	10,000.00
207	1	ALLOW	Electric Equipment, Rem/Relocation	5,000.00	5,000.00
208	1	ALLOW	Telephone Equipment, Rem/Relocation	5,000.00	5,000.00
209	545	Ft	Conduit, Rem	14.00	7,630.00
210	2	Ea	Sign, Remove and Salvage	49.80	99.60

211	1	Ea	Water Structure, Rem	581.90	581.90
212	5	Ea	Dr Structure, Rem	1,012.20	5,061.00
213	305	Ft	Sewer, Rem, Less than 24 inch	12.40	3,782.00
214	1	Ea	Block Bench, Rem and Salv.	1,415.30	1,415.30
215	3	Ea	Post, Rem	104.10	312.30

C104 - Enlarged Site Demolition Plan

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
300	477	Syd	Pavt, Rem, Modified	21.50	10,255.50
301	11	Syd	Sidewalk, Rem	22.30	245.30
302	25	Ft	Curb and Gutter, Rem	31.90	797.50

C202 - Enlarged Site Layout Plan

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
400	150	Cyd	Subbase, CIP	25.40	3,810.00
401	840	Syd	Aggregate Base, 4 inch	37.10	31,164.00
402	2870	Sft	Sidewalk, Conc, 4 inch	13.40	38,458.00
403	4765	Sft	Sidewalk, Conc, 4 inch, Water Wash Finish	18.80	89,582.00
404	500	Sft	Concrete Unit Pavers, Mattoni	50.00	25,000.00
405	1910	Sft	Concrete Unit Pavers, Urban	42.70	81,557.00
406	305	Sft	Concrete Unit Pavers, Nordic Cobble	44.80	13,664.00
407	75	Sft	Brick Pavement	32.70	2,452.50
408	1	LSUM	Concrete Stairs & Railing	98,395.00	98,395.00
409	1	LSUM	Railing, Cable	66,597.20	66,597.20
410	1	LSUM	Concrete Runnel	48,053.40	48,053.40

411	1	LSUM	Concrete Retaining Wall, Poured-in-Place	163,702.00	163,702.00
412	1	LSUM	Stone Block Retaining Wall	92,062.30	92,062.30
413	80	Ft	Seat Wall, Conc, 8 inch	340.60	27,248.00
414	65	Ft	Seat Wall, Conc, 24 inch	932.70	60,625.50
415	35	Ft	Seat Wall, Conc, 36 inch	595.00	20,825.00
416	40	Ft	Flush Curb, Conc, 6 inch	47.30	1,892.00
417	2	Ea	Tree Grate	11,456.20	22,912.40
418	1	LSUM	Entrance Sign	20,534.70	20,534.70
419	1	LSUM	Overlook Trellis	157,809.00	157,809.00
420	1	LSUM	Oval Trellis	230,613.00	230,613.00
421	1	LSUM	Overlook Slide	35,822.00	35,822.00
422	375	Sft	Rubberized Surface, Poured-in-Place	46.40	17,400.00
423	14	Ea	Pedestrian Light Pole Foundation	1,161.90	16,266.60
424	1	Ea	Drinking Fountain	9,427.50	9,427.50
425	7	Ea	Landscape Boulder	508.50	3,559.50
426	1	LSUM	Storage Shed Foundation	1,030.00	1,030.00

C203 - Enlarged Site Layout Plan

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
500	142	Cyd	Subbase, CIP	25.40	3,606.80
501	190	Syd	Aggregate Base, 4 inch	37.10	7,049.00
502	390	Syd	Aggregate Base, 6 inch	37.10	14,469.00
503	12	Syd	Aggregate Base, 8 inch	41.50	498.00
504	205	Syd	Conc Pavt, Reinf, 9 inch	150.40	30,832.00

505	185	Syd	Conc Pavt, Reinf, 9 inch, Water Wash Finish	219.50	40,607.50
506	5	Ton	Hand Patching	450.00	2,250.00
507	10	Ft	Curb and Gutter, Conc, Det F4	33.20	332.00
508	155	Ft	Curb and Gutter, Conc, Det D2	34.30	5,316.50
509	40	Ft	Curb Ramp Opening, Conc	34.30	1,372.00
510	175	Sft	Brick Pavement	32.30	5,652.50

C302 & C303- Enlarged Grading Plan

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
600	1	LSUM	Site Grading	27,528.30	27,528.30

C402 - Enlarged Utility Plan

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
700	1	Ea	Sewer Tap, 12 inch	1,135.80	1,135.80
701	28	Ft	Sewer, Cl A, 4 inch, Tr Det A	30.70	859.60
702	255	Ft	Sewer, Cl A, 6 inch, Tr Det A	33.70	8,593.50
703	22	Ft	Sewer, Cl A, 8 inch, Tr Det A	39.80	875.60
704	41	Ft	Sewer, Cl A, 12 inch, Tr Det A	51.10	2,095.10
705	2	Ea	Dr Structure, 48 inch dia	3,310.50	6,621.00
706	2	Ea	Dr Structure Cover, Type B	816.20	1,632.40
707	6	Ea	Dr Structure, 24 inch dia	1,896.40	11,378.40
708	2	Ea	Dr Structure Cover, 24 inch, Square, Plastic	499.50	999.00
709	4	Ea	Dr Structure Cover, 24 inch, Custom	2,810.90	11,243.60
710	500	Ft	Underdrain, Subbase, 4 inch	31.10	15,550.00
711	75	Ft	Underdrain, Subbase, 6 inch	38.50	2,887.50

712	50	Ft	Trench Drain, 4 inch	300.50	15,025.00
713	90	Sft	Aggregate, French Drain, 12 inch	26.70	2,403.00
714	1	Ea	Stormwater Quality Unit	29,233.20	29,233.20
715	50	Ft	Water Service, Copper, 1 inch	60.10	3,005.00
716	170	Ft	Sanitary Sewer, PVC, 4 inch, Tr Det A	32.30	5,491.00
717	16	Ft	Sanitary Sewer, PVC, 6 inch, Tr Det A	65.90	1,054.40
718	1	Ea	Sanitary Sewer, Saddle Tap, 6 inch	1,252.50	1,252.50
719	1	Ea	Sanitary Sewer Cleanout, 4 inch	407.70	407.70

L102 - Landscape Enlargement

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
800	640	Syd	Sodding	24.80	15,872.00
801	2	Ea	Acer griseum / Paperbark Maple	1,200.00	2,400.00
802	3	Ea	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Serviceberry	865.00	2,595.00
803	2	Ea	Betula nigra / River Birch	714.00	1,428.00
804	2	Ea	Carpinus caroliniana / American Hornbeam	861.00	1,722.00
805	3	Ea	Cladrastis kentukea / American Yellowwood	819.00	2,457.00
806	3	Ea	Cornus florida 'Comco No. 1' / Cherokee Brave Dogwood Tree	651.00	1,953.00
807	1	Ea	Cornus florida 'Comco No. 1' / Cherokee Brave Dogwood	609.00	609.00
808	5	Ea	Gleditsia triacanthos inermis 'Skycole' / Skyline® Honey Locust	945.00	4,725.00
809	2	Ea	Platanus x acerifolia / London Plane Tree	856.00	1,712.00
810	2	Ea	Tilia cordata ' Greenspire' / Greenspire Linden Tree	919.00	1,838.00
811	1	Ea	Ilex opaca / American Holly	998.00	998.00
812	2	Ea	Ilex x 'Nellie R. Stevens' / Nellie R. Stevens Holly	525.00	1,050.00

813	1	Ea	Picea glauca 'Densata' / Black Hills White Spruce	961.00	961.00
814	12	Ea	Thuja x 'MonRig' PP #27,067 / Tiny Tower Arborvitae	310.00	3,720.00
815	15	Ea	Cephalotaxus harringtonia 'Prostrata' / Prostrate Plum Yew	158.00	2,370.00
816	39	Ea	Clethra alnifolia 'Ruby Spice' / Ruby Spice Summersweet	63.00	2,457.00
817	3	Ea	Hamamelis virginiana 'Arnold Promise' / Arnold Promise Witch Hazel	172.00	516.00
818	15	Ea	Hydrangea quercifolia 'Snowflake' / Snowflake Oakleaf Hydrangea	88.00	1,320.00
819	20	Ea	Ilex glabra 'Shamrock' / Shamrock Inkberry Holly	84.00	1,680.00
820	2	Ea	Lindera benzoin / Spicebush	90.30	180.60
821	66	Ea	Andropogon scoparius / Little Bluestem	24.20	1,597.20
822	23	Ea	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama	28.40	653.20
823	396	Ea	Carex pensylvanica / Pennsylvania Sedge	25.20	9,979.20
824	16	Ea	Carex stricta / Tussock Sedge	27.00	432.00
825	58	Ea	Eragrostis spectabilis / Purple Lovegrass	28.40	1,647.20
826	66	Ea	Festuca ovina / Sheep Fescue	29.40	1,940.40
827	33	Ea	Festuca rubra / Red Fescue	29.40	970.20
828	153	Ea	Sisyrinchium angustifolium / Narrowleaf Blue-eyed Grass	28.40	4,345.20
829	215	Ea	Sporobolus heterolepis / Prairie Dropseed	22.10	4,751.50
830	117	Ea	Asarum canadense / Wild Ginger	24.20	2,831.40
831	166	Ea	Asclepias tuberosa / Butterfly Milkweed	23.10	3,834.60
832	56	Ea	Athyrium filix-femina 'Lady in Red' / Lady in Red Fern	28.40	1,590.40
833	243	Ea	Calamintha nepeta / Lesser Calamint	21.00	5,103.00
834	125	Ea	Echinacea purpurea 'Kim's Knee High' / Kim's Knee High Coneflower	28.40	3,550.00

835	50	Ea	Echinacea x Butterfly™ Postman™ PP28 / Postman Coneflower	30.50	1,525.00
836	11	Ea	Fragaria virginiana / Wild Strawberry	31.50	346.50
837	250	Ea	Festuca ovina 'Little Bighorn' / Little Bighorn Sheep Fescue	29.40	7,350.00
838	16	Ea	Hypericum 'Brigadoon' / Brigadoon St. John'swort	63.00	1,008.00
839	13	Ea	Iris cristata / Dwarf Crested Iris	26.30	341.90
840	15	Ea	Iris virginica / Blue Flag Iris	26.30	394.50
841	36	Ea	Liatris aspera / Rough Blazing Star	28.90	1,040.40
842	63	Ea	Lobelia siphilitica / Great Lobelia	22.10	1,392.30
843	3	Ea	Osmundastrum cinnamomeum / Cinnamon Fern	27.30	81.90
844	38	Ea	Polygonatum biflorum / Solomon's Seal	36.80	1,398.40
845	48	Ea	Polystichum acrostichoides / Christmas Fern	28.40	1,363.20
846	42	Ea	Rudbeckia hirta / Black-eyed Susan	27.30	1,146.60
847	17	Ea	Solidago 'Goldkind' / Golden Baby Goldenrod	21.00	357.00
848	60	Ea	Tiarella Cordifolia 'Sugar and Spice' / Sugar and Spice Foam Flower	27.30	1,638.00
849	42	Ea	Tree Irrigation Bag	31.50	1,323.00
850	1	LSUM	Landscape Edging	4,830.00	4,830.00

L202 - Soils Enlargement

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
900	400	Syd	Planting Soil, Tree (36 inches)	9.80	3,920.00
901	320	Syd	Planting Soil, Shrub, Perennial, Ornamental Grass (18 inches)	12.30	3,936.00
902	640	Syd	Planting Soil, Turf Grass (6 inches)	24.80	15,872.00
903	6	Syd	Planting Soil, Planter Pot	65.30	391.80
904	1	LSUM	Soil Support System	24,956.40	24,956.40

L702 - Furnishings Enlargement

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
1001	1	Ea	Bench, Petra, Large	8,877.70	8,877.70
1002	3	Ea	Bench, Petra, Small	4,215.10	12,645.30
1003	1	Ea	Backed Bench Topper, Type A	11,542.70	11,542.70
1004	1	Ea	Backed Bench Topper, Type B	19,562.00	19,562.00
1005	1	Ea	Backed Bench Topper, Type C	15,896.00	15,896.00
1006	1	Ea	Tiered Bench	50,144.90	50,144.90
1007	3	Ea	Bike Rack	984.40	2,953.20
1008	5	Ea	Waste Receptacle	1,637.40	8,187.00
1009	14	Ea	Table	2,118.60	29,660.40
1010	38	Ea	Chair	950.00	36,100.00
1011	4	Ea	Planter Pot, Large	2,324.80	9,299.20
1012	6	Ea	Planter Pot, Small	1,923.80	11,542.80
1013	3	Ea	Log Bench	3,413.10	10,239.30
1014	1	LSUM	Storage Shed	10,807.80	10,807.80

1015	2	Ea	Bench Swing	12,297.40	24,594.80
1016	2	Ea	Bench Swing Overhead Structure	45,724.30	91,448.60
1017	1	LSUM	Landscape Forms Alternate Material Savings	0.00	0.00

IR202 - Irrigation Enlargement

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
2000	1	LSUM	Irrigation System	36,225.00	36,225.00

ES001 - Electrical Site Plan

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
3000	1	Ea	Electrical Meter	1,080.80	1,080.80
3001	1	Ea	Electrical Service Panel and Controller	5,403.90	5,403.90
3002	1	LSUM	Site Electrical	73,265.60	73,265.60
3003	14	Ea	Pedestrian Light Pole	6,562.50	91,875.00
3004	1	Ea	Illuminated Sign	1,080.80	1,080.80
3005	2	Ea	Power Pedestal	1,621.20	3,242.40
3006	30	Ea	Ground Mounted Tree Light	902.50	27,075.00
3007	4	Ea	In-Grade Tree Light	1,351.00	5,404.00

Total Bid for items 100 through 3007, inclusive

$ 2,657,810.30 ✓

Two million six hundred and fifty seven thousand eight hundred ten 30/100 **DOLLARS**
(write in amount)

Alleyway Alternate

C104 - Enlarged Site Demolition Plan: Alleyway Alternate

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
4000	263	Syd	Pavt, Rem, Modified	39.00	10,257.00
4001	44	Syd	Sidewalk, Rem	22.30	981.20
4002	175	Ft	Curb and Gutter, Rem	8.10	1,417.50
4003	6	Ea	Sign, Remove and Salvage	49.80	298.80
4004	1	Ea	Pay Station, Remove and Salvage	398.4	398.4
4005	3	Ea	Post, Rem	104.1	312.30

C203 - Enlarged Site Layout Plan: Alleyway Alternate

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
5000	18	Cyd	Subbase, CIP	25.40	457.20
5001	10	Ft	Curb and Gutter, Conc, Det F4	36.00	360.00
5002	160	Ft	Curb and Gutter, Conc, Det D2	37.10	5,936.00
5003	585	Sft	Sidewalk, Conc, 4 inch	13.40	7,839.00
5004	750	Sft	Sidewalk, Conc, 4 inch, Water Wash Finish	20.10	15,075.00
5005	22	Ft	Seat Wall, Conc, 18 inch	467.40	10,282.80
5006	8	Ea	Removable Bollard, 4 inch	3,545.00	28,360.00
5007	3	Ea	Pedestrian Light Pole Foundation	1,161.90	3,485.70

C303- Enlarged Grading Plan: Alleyway Alternate

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
6000	1	LSUM	Site Grading	3,338.70	3,338.70

L103 - Landscape Enlargement: Alleyway Alternate

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
7000	1	Ea	Acer griseum / Paperbark Maple	1,200.00	1,200.00
7001	2	Ea	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Serviceberry	865.20	1,730.40
7002	2	Ea	Betula nigra / River Birch	714.00	1,428.00
7003	2	Ea	Cercis canadensis / Eastern Redbud	651.00	1,302.00
7004	1	Ea	Nyssa sylvatica 'Wildfire" / Wildfire Tupelo	861.00	861.00
7005	1	Ea	Platanus x acerifolia / London Plane Tree	856.00	856.00
7006	23	Ea	Clethra alnifolia 'Ruby Spice' / Ruby Spice Summersweet	63.00	1,449.00
7007	22	Ea	Cornus alba 'Arctic Fire' / Arctic Fire Dogwood	86.00	1,892.00
7008	2	Ea	Hamamelis virginiana 'Arnold Promise' / Arnold Promise Witch Hazel	172.00	344.00
7009	23	Ea	Ilex glabra 'Shamrock' / Shamrock Inkberry Holly	84.00	1,932.00
7010	2	Ea	Lindera benzoin / Spicebush	90.30	180.60
7011	45	Ea	Andropogon scoparius / Little Bluestem	24.20	1,089.00
7012	23	Ea	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama	28.40	653.20
7013	47	Ea	Asclepias tuberosa / Butterfly Milkweed	23.10	1,085.70
7014	20	Ea	Echinacea x Butterfly™ Postman™ PP28 / Postman Coneflower	30.50	610.00
7015	53	Ea	Festuca ovina 'Little Bighorn' / Little Bighorn Sheep Fescue	29.40	1,558.20
7016	56	Ea	Fragaria virginiana / Wild Strawberry	31.50	1,764.00
7017	65	Ea	Rudbeckia hirta / Black-eyed Susan	27.30	1,774.50
7018	41	Ea	Solidago 'Goldkind' / Golden Baby Goldenrod	21.00	861.00
7019	5	Ea	Parthenocissus quinquefolia / Virgina Creeper	31.50	157.50
7020	9	Ea	Tree Irrigation Bag	31.50	283.50

L203 - Soils Enlargement: Alleyway Alternate

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
8000	85	Syd	Planting Soil, Tree (36 inches)	92.10	7,828.50
8001	117	Syd	Planting Soil, Shrub, Perennial, Ornamental Grass (18 inches)	6.70	783.90
8002	2	Syd	Planting Soil, Planter Pot	39.20	78.40

L703 - Furnishings Enlargement: Alleyway Alternate

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
9000	2	Ea	Picnic Table	2,118.60	4,237.20
9001	8	Ea	Chair	950.00	7,600.00
9002	3	Ea	Planter Pot, Large	2,324.80	6,974.40
9003	3	Ea	Bike Rack	984.40	2,953.20
9004	1	Ea	Waste Receptacle	1,637.40	1,637.40

IR203 - Irrigation Enlargement: Alleyway Alternate

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
10,000	1	LSUM	Irrigation System	3,150.00	3,150.00

ES001 - Electrical Site Plan: Alleyway Alternate

Item No.	Est Qty	Unit	Description of Items	Unit Price	Total Price
20,000	1	LSUM	Site Electrical	19,140.50	19,140.50
20,100	3	Ea	Pedestrian Light Pole	6,565.70	19,697.10
20,101	4	Ea	Ground Mounted Tree Light	902.50	3,610.00

Total Bid for items 4000 through 20,101, inclusive

$ 189,501.80 ✓

One hundred eighty nine thousand five hundred one 80/100 **DOLLARS**

(write in amount)

Total Bid for items 100 through 20,101, inclusive

$ 2,847,312.10 ✓

Two million eight hundred and fourty seven thousand three hundred twelve 10/100 **DOLLARS**

(write in amount)

Accompanying this bid is a certified check, bank draft or a bid bond in the amount of five percent (5%) of the total bid payable to the City of Traverse City, which it is agreed will be forfeited to said City if the undersigned fails to enter into the contract specified in the specifications within fourteen (14) days after the contract is awarded to the undersigned.

Bidder guarantees that he or she has authority to submit this bid for the firm named below.

Submitted by:

Signature

JEFF SAXTON PROJECT MANAGER

Name and Title (Print)

231-313-8260

Phone

JEFF@AJSEXCAVATING.COM

Email Address

AJ'S EXCAVATING, LLC S CORP

Company Name

9777 HONOR HWY

Company Address

HONOR, MI 49640

City, State, Zip

ADDENDUM NO. 1

TO SPECIFICATIONS AND PLANS FOR THE CITY OF TRAVERSE CITY IMPROVEMENTS TO ROTARY SQUARE PROJECT

BIDS DUE: **Monday, November 16, 2026 10:00 am**

ISSUED: November 3, 2026

This Addendum is issued prior to receipt of bids to provide for certain changes and clarifications to the Specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same.

Receipt of this addendum must be noted in the place provided on the Bid Form and dated **November 16, 2026 at 10:00am**

ADDENDUM:

GENERAL CHANGES:

1. The requirement for mandatory attendance at the pre-bid meeting **has been waived** by request.
2. Please be advised that the bid due date has been **extended from Thursday, November 12, 2026, to Monday, November 16, 2026.** All bids must be submitted by the revised deadline.

BID FORM CHANGES

1. Added a New Miscellaneous Quantity
   a. Security Fencing, 1,000 Lft

2. Added Allowance Values to the Following Line Items
   a. 205: Underground Electric, Relocation - $10,000.00
   b. 206: Underground Telephone, Relocation - $10,000.00
   c. 207: Electric Equipment, Rem/Relocation - $5,000.00
   d. 208: Telephone Equipment, Rem/Relocation - $5,000.00

3. Corrected the Quantity for the following Line Items
   a. 207: Electric Equipment, Rem/Relocation – 1 Allowance
   b. 208: Telephone Equipment, Rem/Relocation – 1 Allowance

4. Revised the Following Line Item Quantities for L102 – Landscape Enlargement

Line Item	Old Quantity	New Quantity	Unit
Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Serviceberry	4	3	Ea
Ilex glabra 'Shamrock' / Shamrock Inkberry Holly	22	20	Ea
Carex pensylvanica / Pennsylvania Sedge	382	396	Ea
Carex stricta / Tussock Sedge	26	16	Ea
Sisyrinchium angustifolium / Narrowleaf Blue-eyed Grass	119	153	Ea
Sporobolus heterolepis / Prairie Dropseed	230	215	Ea
Asarum canadense / Wild Ginger	118	117	Ea
Athyrium filix-femina 'Lady in Red' / Lady in Red Fern	59	56	Ea
Calamintha nepeta / Lesser Calamint	245	243	Ea
Echinacea purpurea 'Kim's Knee High' / Kim's Knee High Coneflower	129	125	Ea
Festuca ovina 'Little Bighorn' / Little Bighorn Sheep Fescue	303	250	Ea
Hypericum 'Brigadoon' / Brigadoon St. John'swort	30	16	Ea
Iris cristata / Dwarf Crested Iris	32	13	Ea
Iris virginica / Blue Flag Iris	13	15	Ea
Lobelia siphilitica / Great Lobelia	59	63	Ea
Osmundastrum cinnamomeum / Cinnamon Fern	4	3	Ea
Polygonatum biflorum / Solomon's Seal	42	38	Ea
Sisyrinchium angustifolium / Narrowleaf Blue-eyed Grass	39	153	Ea
Tiarella Cordifolia 'Sugar and Spice' / Sugar and Spice Foam Flower	56	60	Ea

5. Added the following new line items to the Bid Tab in L102 – Landscape Enlargement
   a. Festuca ovina / Sheep Fescue, 66 ea
   b. Festuca rubra / Red Fescue, 33 ea
   c. Fragaria virginiana / Wild Strawberry, 11 ea

SPECIFICATION CHANGES:

1. Special Provision for Security Fencing
   a. Changed the units from LSUM to Lft
2. Special Provision for Epoxy Coated Rebar
   a. New special provision mandating all rebar utilized on the project to be epoxy coated
3. Special Provision for Building & Electrical
   a. Updated the following paragraph to further detail the required as-builts:
      i. *For the electrical work on site, the contractor is responsible for providing the owner as-builts of the completed system, including all routing of conduit, handhole placement, etc. These as-builts are to be submitted to the owner before final completion of the project.*
4. Rotary Square Traffic Control Plan: Alleyway South of E State St
   a. Updated the document to include the following notes:
      i. *Alleyway to be closed only during construction activities.*

Access through the site must be allowed to construction traffic for the Fish Pass project that is east of the project site and requires alleyway access for deliveries. Exceptions include active pavement removal and paving.

PLAN CHANGES:

1. Sheet C100 is reissued with updated sheet quantities.

BIDDER SUBMITTED QUESTIONS:

1. Is this project prevailing wage?
   a. No, this project is not.

PRODUCT ALTERNATES:

1. The following alternate product can be substituted for the product listed in the plans:
   a. Original Product: Valmont, 5A01AS-R-140040604TPS-PD-DBL
   b. Alternate Product: WiLL Brands, VA-POLE-VA-RTAPS-14-6040-C-AB-FP-BK-PD

GENERAL CHANGES:

3. The requirement for mandatory attendance at the pre-bid meeting has been waived by request.

All other conditions of this Invitation for Bids remain the same.

Bidders must acknowledge receipt of this amendment. Acknowledgement must be shown in the spaces provided herein or on the bid form in the Invitation for Bids, and must be receipted before the time set for receiving bids, **Monday, November,16th 10:00 am** local time, at the place of bid opening at the office of **The City Engineer, 400 Boardman Avenue, Traverse City, MI. 49684**.

FAILURE TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WILL CAUSE REJECTION OF BID.

Dated: 11/16/26

Sincerely,

Alexander R. Yockey, PE
Deputy City Engineer

ACKNOWLEDGED:

Bidder: AJ'S EXCAVATING

By: Jeff Sayton

Title: PROJECT MANAGER

ADDENDUM NO. 2

TO SPECIFICATIONS AND PLANS FOR THE CITY OF TRAVERSE CITY IMPROVEMENTS TO ROTARY SQUARE PROJECT

BIDS DUE: Thursday, November 16, 2026 10:00 am

ISSUED: November 6, 2026

This Addendum is issued prior to receipt of bids to provide for certain changes and clarifications to the Specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same.

Receipt of this addendum must be noted in the place provided on the Bid Form and dated November 16, 2026

ADDENDUM:

SPECIFICATION CHANGES:

1. Special Provision for Shed & Foundation
   a. Addition of line A.10: The building maintenance strip per the detail on the drawing is included in the storage shed foundation pay item. See the plans for details.
   b. Revision of D.2: (2) Storage Shed Pad includes supplying and installing the structure, as specified and detailed on the plans. *Also includes the building maintenance strip around the pad.""*

PRODUCT ALTERNATES:

1. The following alternate product can be substituted for the product listed in the plans:
   a. Original Product: KlassikDrain K100, 4-inch Internal Width, Galvanized steel edge rail channel system with 'QuickLok' locking
   b. Alternate Product: ANKRIN DRAIN KE-100S Reinforced Edge Channels with Stainless Steel Edge Rail

BIDDER SUBMITTED QUESTIONS:

1. What specification should be referred to for maintenance service of landscaping if there is no Section 01 7000?
   a. Correct, there is no specification Section 01 7000 (Execution and Closeout Requirements) included in this project. MDOT Standard specifications will determine additional closeout requirements not specified in the special provisions,

and the establishment of landscaping and turf can be found in Sections 815 & 816.

b. All mentions in of section 01 7000 in the special provisions are erroneous and do not apply to this project.

2. There is a maintenance strip shown around the base of the shed in the plans, but no pay item for it. How should this be factored into the bid?
   a. Please include this maintenance strip in the unit price allowance for Shed Foundation. See attached revised specification.

All other conditions of this Invitation for Bids remain the same.

Bidders must acknowledge receipt of this amendment. Acknowledgement must be shown in the spaces provided herein or on the bid form in the Invitation for Bids, and must be receipted before the time set for receiving bids, **Thursday, November, 16th 10:00 am** local time, at the place of bid opening at the office of **The City Engineer, 400 Boardman Avenue, Traverse City, MI. 49684**.

FAILURE TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WILL CAUSE REJECTION OF BID.

Dated: 11/16/26

ACKNOWLEDGED:

Bidder: AJ'S EXCAVATING

By: Jeff Sapton

Title: PROJECT MANAGER

Sincerely,

Alexander R. Yockey, PE
Deputy City Engineer

LEGAL STATUS OF BIDDER

Check one:

[ ] **Corporation under the laws of the state of _____, for whom _____, bearing the official title of _____ is duly authorized to execute contracts on behalf of said corporation. (Corporate resolution is attached).**

[ ] **Partnership, all of the members of which, with addresses are:**

_____
_____
_____
_____

☑ **An individual whose signature is affixed to this bid.**

ADDENDA

The Bidder acknowledges receipt of the following addenda:

Number: 1 **Dated:** 11/3/26

Number: 2 **Dated:** 11/16/26



9777 Honor Hwy
Honor MI 49640
231 882-4655

January 20, 2026

To Whom It May Concern:

This letter shall serve to formally authorize Mr. Jeff Saxton, Project Manager and Mr. James Shaw, Project Manager, on behalf of AJ's Excavating, LLC (the "Company") to review, negotiate, bid and enter into contracts and/or other agreements on behalf of the Company and to sign and bind the Company thereto. This authority shall begin on this date and shall continue until December 31, 2026 unless otherwise terminated in writing and delivered to you prior to that date. The authority given herein shall not be delegated unless specifically approved by the Undersigned.

AJ's Excavating, LLC

By: Allan J. Zirkel
Its: Sole Member



AJ's Excavating LLC

9777 Honor Hwy

Honor MI 49640

9:35 @ 11/10/26

"BID ENCLOSED"

City of Traverse City
Office of the City Engineer, 2nd Floor
Governmental Center
400 Boardman Ave
Traverse City MI 49684
"ROTARY SQUARE PROJECT"

PROGRESSIVE COMPANIES

November 17, 2026

Harry Burkholder, AICP
Chief Operating Officer
Traverse City Downtown Development Authority
303 East State Street
Traverse City, MI 49684

Re: Proposal for Professional Construction Administration Services for
Rotary Square Construction Administration

Dear Harry,

Progressive Companies is pleased to present this proposal for construction administration services for the Rotary Square project, which is being bid in October 2026 and scheduled to begin construction in Spring 2027, with completion in late Fall 2027. Following is our understanding of the project, scope of services, clarifications, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT
The main goal of the construction administration phase of this project, as we understand it, is to assist the Traverse City Downtown Development Authority (DDA), through a working agreement with the City of Traverse City (City), throughout the construction phase. The project contains the following elements:

1. Construction of Rotary Square Park featuring a lawn, covered overlook, covered entertainment space, natural play areas, seating, and gathering spaces.
2. Reconstruction of the public alleyway south of Rotary Square Park, in alignment with City standards.
3. Removal of the street parking south of the alley and construction of a riverwalk pathway.

Accompanying the tasks above, we have lined up SME, Inc. (SME) to provide geotechnical testing services for the project duration. Their contract will be held by the DDA and their planned contributions are listed within their separate contract.

The construction administration portion of the project will begin with post bid award and wrap up once the project is fully closed out and as-built drawings are submitted and approved.

This proposal is submitted to describe the scope, schedule, clarifications, and compensation for construction administration services for the project described above. Note, specific construction schedules will be refined once the respective contractors are selected and contractors' schedules are developed.

In Progressive Companies' experience, a project of this scale and complexity requires a higher level of care than typical municipal construction projects, in which our fee and scope are reflective of this. There are features throughout the planned park that are specialty construction items and will require additional input and inspection from our team. Our goal is to provide the necessary support for the selected contractors to ensure that the park is built correctly and with the high quality craftsmanship that the DDA expects for their facility.

SCOPE OF BASIC SERVICES
Based upon the above project understanding, we will provide the following scope of services:

1. Construction Administration:
   a. Bidding coordination and support.
   b. Coordination of the Preconstruction Meeting.
   c. Coordination with the City's assigned Project Manager.
   d. Coordination with the City on traffic impacts.
   e. Review of Shop Drawings.
   f. Review of Payment Applications.
   g. Construction Progress Meetings.
   h. Design modifications and Change Order management.

2. Field Services:
   a. Construction observation and field guidance, on a part-time basis depending on work being progressed, to ensure that the work is being performed according to the Construction Documents to meet contract document design requirements.
   b. Coordination of construction material testing services, which will be contracted separately with SME.
   c. Construction staking services by Progressive Companies.
   d. Project closeout and As-Builts Drawings.
   e. Confirmation of punch list and restoration completion.

In addition to the services stated above, Progressive Companies will also act as a reviewer of all SME invoices for the DDA to ensure accuracy of what's being billed to what is being completed in the field.

CLARIFICATIONS
This contract is for a projected construction period of eight (8) months, ending on the substantial completion date of November 12, 2027. Any construction work that extends beyond the agreed upon substantial completion date is not covered in this agreement and will require a Change in Service Request. The planned work required beyond the date of the construction substantial completion consists of Record Drawing compiling and punch list verification. These phases and their associated fees are listed below.

Construction staking is estimated at 20 total trips to the site. If more than 20 staking trips required, a Change in Service Request (CSR) will be prepared to bill for each subsequent trip at the Surveyor's rate for 10 hours per trip.

For the review of SME's invoices, we will review all invoices for the DDA, but the workflow of this arrangement will need to be sorted out with the three (3) parties involved prior to the start of construction.

SCHEDULE
Progressive Companies will begin work on construction administration services upon receiving an authorized Purchase Order and according to the construction schedules of the selected contractors. The contract construction schedule for work is expected to follow the below general schedule:

Bidding Coordination and Support	August 2026
Project Award	November 2026
Start of Construction Activities	April 2027
Substantial Completion	November 12, 2027
Record Drawing Completion	December 2027
Final Restoration Completion	June 2, 2028
Construction Administration Contract Ends	June 2, 2028

Estimated Construction Schedule

2027 - 2028

April 2027						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2027						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2027						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2027						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2027						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2027						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

2027 - 2028						
Dec	Jan	Feb	Mar	Apr	May	Jun
*	*	*	*	*	*	*

**Restoration and Punchlist Work Only*

All dates are tentative as well as dependent on weather restrictions and the contractor's schedule. A detailed schedule will be presented by the contractor prior to the Preconstruction Meeting.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive Companies proposes compensation for professional services for an hourly estimated amount of **$251,500** (two hundred fifty-one thousand five hundred dollars). Reimbursable expenses are in addition to the professional compensation, estimated at **$11,700** (eleven thousand seven hundred dollars), and will be invoiced according to the attached Schedule of Invoice Rates.

Construction Administration Phases and Subphases (Estimated Fees for Each)

Phase/Subphase	Estimated Fee	Percent of Contract
Preconstruction Items		
Bidding Coordinaiton and Support	$5,000	2.0%
Award to Contractor	$980	0.4%
Offseason Communications/Work	$6,840	2.7%
Preconstruction Meeting	$4,720	1.9%
Submittal Reviews	$12,480	5.0%
Construction Items		
Construction Staking (Assume 20 day trips)	$28,560	11.4%
Full time Construction Observation (72 days/12 Hr Days)	$90,720	36.1%
Contractor pay applications (assume 6)	$7,600	3.0%
Progress meetings (Assume 12)	$14,630	5.8%
Punch List Meeting	$6,890	2.7%
Construction Related Office Items		
Proposal Requests & Change Orders	$20,940	8.3%
Design Assistance/Site Visits	$26,200	10.4%
Project Administration (2 hrs/week)	$16,000	6.4%
Record drawings	$4,580	1.8%
Post Substantial Completion Items		
Punch List Meeting and Restoration Follow Up	$5,360	2.1%
Total Phase/Subphase Fees	**$251,500**	**100.0%**

Project:	Limits:	Work Type:	
Rotary Square	203 S Union St., Traverse City	Park Construction Administration	
Classification	Hours	Rate	Total
Project Manager / Civil Engineer II	300	$160	$48,000
Senior Planner	46	$160	$7,360
Senior Landscape Architect	117	$160	$18,720
Engineer	258	$135	$34,830
Field Engineer	884	$105	$92,820
Senior Electrical Engineering Technician	68	$160	$10,880
Structural Engineer II	46	$160	$7,360
Survey	240	$110	$26,400
Admin	60	$85	$5,100
0		Reimbursable Expenses	$11,700
Totals	**2019**		**$263,200**

Progressive Companies has prepared this proposal for Traverse City Downtown Development Authority and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The attached Standard Agreement Provisions are incorporated into and made part of this proposal. If an AIA or other Standard form of Agreement is entered into by the Parties, the AIA or other Standard Form of Agreement will include the terms and conditions of the Standard Agreement Provisions. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive Companies in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

Piotr Szczepanski

Digitally signed by Piotr Szczepanski
DN: C=US, E=pszczepanski@weareprogressive.com, O=Progressive Companies, OU=Engineering, CN=Piotr Szczepanski
Reason: I am approving this document
Date: 2026.11.17 11:53:46-05'00'

Piotr C. Szczepanski, PE, CDT
Civil Engineer

Digitally signed by James F Horman
DN: C=US, E=jhorman@weareprogressive.com, O=Progressive Companies, OU=Principal, CN=James F Horman
Date: 2026.11.17 12:20:02-05'00'

James F. Horman, AIA, Principal
Practice Leader

Accepted By: _____

Printed Name: _____ Date: _____

Traverse City Downtown Development Authority

PCS/ecy
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The parties to this Agreement, Progressive Companies, hereinafter called the ENGINEER and Traverse City Downtown Development Authority, hereinafter called the OWNER, hereby agree to the following conditions:

1. Scope of Services: The services provided by the ENGINEER shall be limited to those described in the proposal dated November 17, 2026. The parties agree that the Standard Agreement Provisions incorporated herein shall govern.

2. Term: If services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the ENGINEER, extension of the ENGINEER's services beyond that time shall be compensated as additional services.

3. Changed Conditions: If, during the term of this Agreement, the ENGINEER becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ENGINEER, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for re-negotiation of appropriate portions of the Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.

5. Standard of Care: Professional Services provided by the ENGINEER will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed engineers and engineers practicing in the State where the Project resides. In reference to the Standard of Care, the OWNER and ENGINEER acknowledge that changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the plans and specifications, and, therefore, that the costs of the project may exceed the construction contract sum. The OWNER and ENGINEER agree that a design contingency in the amount of three percent (3%) of the cost of the work be established, as required, to pay for any such increased project costs. The OWNER further agrees to make no claim by way of direct or third-party action against the ENGINEER or his or her subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes. Costs or expenses that are considered value added/betterment (see Paragraph 29) to the project shall not be applied against the design contingency. The design contingency shall be established as a line item in the overall project budget and be carried through the project's construction phase.

6. Schedule for Rendering Services: The ENGINEER shall prepare and submit for OWNER approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.

7. Payment Terms: Invoices will be submitted by the ENGINEER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the

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original invoice date. If past due invoices cause the ENGINEER to proceed with legal action or collection services, the OWNER agrees to pay all of the ENGINEER's collection expenses including reasonable attorney fees.

8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ENGINEER has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's opinions of probable construction costs are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ENGINEER's opinion of probable construction cost.

9. Ownership of Instruments of Service: The OWNER acknowledges the ENGINEER's design documents, including electronic files, reports, drawings, worksheets, plans, supporting documents and other material as the ENGINEER's instruments of professional service. Provided that the OWNER complies with all obligations of this Agreement and, upon completion of the services and payment in full of all monies due to the ENGINEER, the ENGINEER shall provide the OWNER with an exclusive agreement to use the final construction documents prepared under this Agreement for construction or maintaining the project. The OWNER shall not reuse or make any modifications to the construction documents without the prior written authorization of the ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEER.

   Under no circumstances shall the transfer of ownership of the ENGINEER's drawings, specifications, electronic files, or other instruments of service be deemed a work made for hire, or sale by the ENGINEER, and the ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ENGINEER's copyrights or intellectual property rights including Universal Design innovation strategies, checklists, reports and processes in any of the foregoing, full ownership of which shall remain with ENGINEER, absent the ENGINEER's express prior written consent.

   Native format software models (NFSM) used in development and/or analysis of the OWNER's power system(s) are considered the intellectual property of the ENGINEER. The ENGINEER reserves the right of sole ownership of said NFSM. Sole ownership by the ENGINEER shall survive termination or expiration of the agreement with the OWNER and shall not be restricted by any constraint.

10. Digital Data/Electronic Media: The ENGINEER reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ENGINEER in CAD form. Release of digital data will be by execution of the ENGINEER's digital data licensing Agreement (AIA Document C106-2013 or latest edition). Copies shall be for information and used by the OWNER for the specific purpose for which the ENGINEER was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ENGINEER's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ENGINEER harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation. Under no circumstance shall the transfer of drawings

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or data or other instruments of service on digital data for use by the Recipient be construed to be as a sale. ENGINEER makes no warranties, either express or implied or of merchantability or of fitness for a particular purpose. To the extent that the digital data includes building information models (Models), the parties agree to the following terms. (1) The Models are intended for the purpose of communicating design intent only and are not construction documents. (2) The Models may not detect all conflicts or inconsistencies. (3) The Models are not intended for quantity take-offs, cost estimates, fabrication, or dimensional purposes. (4) Information contained in the Models will not be construed to dictate construction means or methods. This will remain the Contractor or Fabricator's responsibility.

11. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

    If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

    The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than three (3) years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

    The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

    It is intended by the parties to this Agreement that the ENGINEER's services in connection with the Project shall not subject the ENGINEER's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the ENGINEER, a Michigan corporation, and not against any of the ENGINEER's individual employees, officers, or directors.

12. Termination: If the OWNER fails to make payments in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ENGINEER's option, cause for suspension of services. The ENGINEER shall provide seven days' written notice. If the OWNER or ENGINEER suspends the Project, the ENGINEER shall be compensated for services performed prior to notice of suspension. The ENGINEER's fees for the remaining services and the time schedule shall be equitably adjusted. Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause. If the Agreement is terminated, the ENGINEER shall be

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compensated by the OWNER for services performed prior to termination and reimbursable expenses including costs attributable to termination, including the costs attributable to the ENGINEER's termination of consultant Agreements.

13. Professional Liability Insurance and Limitation of Liability: The ENGINEER maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ENGINEER's negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed the amount of the ENGINEER's compensation for the Project.

14. Indemnification: Subject to the limitation in Paragraph 13 above the ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.

    The OWNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

    Neither OWNER or ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

15. Mutual Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

16. Delays: The OWNER agrees that the ENGINEER is not responsible for any damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics, or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

17. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment

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terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ENGINEER's favor and shall be calculated on the unpaid balance from the due date of the invoice.

18. ADA Requirements: The ENGINEER shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guarantee compliance due to the fact it is civil rights legislation and open to many different interpretations.

19. Code Compliance: The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

20. Buried Utilities: The OWNER will be responsible for furnishing the ENGINEER information identifying the type of all underground utilities and verifying their specific locations. The ENGINEER (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ENGINEER for damages to underground improvements. The OWNER further agrees to indemnify and hold the ENGINEER harmless from any damage, liability, or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.

21. Condominium Conversion: If the ENGINEER's services and Construction Documents are intended for the design and construction of residential or commercial rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ENGINEER shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.

22. Energy Tax Deduction: The ENGINEER may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce overall energy use of a building. If ENGINEER determines that this Project meets the relevant 179D qualification criteria, the OWNER agrees to allocate the tax deduction to ENGINEER by signing an Allocation Acknowledgement form which is required by the IRS to receive the deduction.

23. Evaluation of Work: The ENGINEER shall have authority to reject work that does not conform to the contract documents; however, the ENGINEER does not have authority to stop work at any time.

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24. Hazardous Materials: The ENGINEER shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The OWNER shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

25. Hiring of Personnel: OWNER may not directly hire any employee of the ENGINEER. OWNER agrees that it shall not, directly, or indirectly solicit any employee of the ENGINEER from accepting employment with OWNER, affiliate companies, or competitors of ENGINEER.

26. Means and Methods: The ENGINEER shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the ENGINEER be responsible for the constructor's failure to perform work in accordance with the contract documents.

27. Site Signage: The ENGINEER shall be permitted to install exterior signs on the project premises for promotional purposes.

28. Timeliness of Performance: The OWNER and ENGINEER are aware that many factors outside the Agreement control may affect the ENGINEER's ability to complete the services to be provide under Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.

29. Value-Added/Betterment: If, due to the ENGINEER's error or omission, any required item or component of the project is omitted from the ENGINEER's Construction documents, the ENGINEER shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the ENGINEER be responsible for any construction or premium costs or expenses that provide value, upgrade, or enrichment of the project.

30. Disclosure of Affiliated Entities: OWNER acknowledges that ENGINEER and its parent company, Progressive Holdings, Inc., hold ownership interests in or are otherwise affiliated with various entities that provide services and products related to projects of this type (collectively, the "Affiliated Entities"). ENGINEER may identify, recommend, or coordinate with Affiliated Entities where consistent with the standard of care and the OWNER's program and budget for the Project, and OWNER waives any claim that such relationship, standing alone, constitutes a conflict of interest. OWNER retains the sole right to select, reject, or replace any contractor, vendor, or supplier, and any engagement of an Affiliated Entity shall be pursuant to a separate written agreement between OWNER and that entity. Upon OWNER's request, ENGINEER shall disclose to OWNER in writing at the time of any recommendation whether the proposed party is an Affiliated Entity.

31. Assignment to Affiliated Entity: OWNER acknowledges that Progressive Companies operate through a family of affiliated entities, certain of which are separately licensed and hold certificates of authorization to practice engineering in specific states as required by applicable law. Accordingly, Progressive Companies reserves the right, at its sole discretion and without further consent of OWNER, to assign this Agreement to any affiliated entity that holds the appropriate license or certificate of authorization in the jurisdiction where the Project is located. Any such assignment shall not diminish the scope, quality, or continuity of services provided, and Progressive Companies shall remain responsible for the coordinated performance of the work in accordance with the terms of this Agreement. Client agrees to execute any documents reasonably necessary to effectuate such assignment and to recognize the assigned entity as the contracting party of record for licensure and regulatory purposes in the applicable jurisdiction.

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32. Unmanned Aircraft Systems (Drone) Services: In connection with the Services, engineer may utilize unmanned aircraft systems ("UAS" or "drones") to perform site documentation, progress photography, topographic or as-built data collection, and related tasks as described in the Scope of Services. ENGINEER's UAS operations, and those of any consultant or subconsultant it engages for such purposes, shall be conducted in compliance with all applicable Federal Aviation Administration ("FAA") regulations, including 14 C.F.R. Part 107, and by remote pilots holding current FAA Remote Pilot Certificates. OWNER shall provide reasonable advance notice of any site conditions, adjacent property restrictions, critical infrastructure, or airspace limitations (including proximity to airports, heliports, or controlled airspace) of which OWNER is aware that may affect UAS operations, and shall cooperate in obtaining any third-party consents, easements, or airspace authorizations reasonably necessary for such operations. OWNER acknowledges that UAS operations are subject to inherent risks, including but not limited to adverse weather, mechanical or technical failure, loss of control or signal, and interference from third parties or wildlife, and that ENGINEER's use of reasonable care in UAS operations does not guarantee against such occurrences. ENGINEER shall maintain or shall require any consultant performing UAS services to maintain commercial general liability and aviation/UAS liability insurance in amounts not less than $500,000 per occurrence and shall provide certificates of such insurance to OWNER upon request. All photographs, video, and data captured via UAS shall be used solely for purposes related to the Project, and ENGINEER shall take reasonable steps to avoid capturing images of adjacent private property or individuals beyond what is incidental to Project documentation. To the fullest extent permitted by law, OWNER shall indemnify, defend, and hold harmless ENGINEER from claims arising from inaccurate, incomplete, or withheld information regarding site or airspace conditions provided by OWNER under this Section, and ENGINEER's liability arising from UAS operations shall be limited to the amount of available insurance proceeds under the general liability insurance policy provided in this Article.

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PROGRESSIVE COMPANIES

Schedule of Invoice Rates - 2026

Hourly Staff Charges

Class 10 Personnel	Director, Principal	$290/hour
Class 9 Personnel	Director of Strategy and Transformation, Practice Leader, Principal / Team Leader, Project Principal, Senior Healthcare Planner, Senior Project Leader	$230/hour
Class 8 Personnel	Senior Architect, Senior Construction Project Manager, Senior Engineer, Senior Project Manager, Team Leader, Transportation Engineer	$200/hour
Class 7 Personnel	Architect III, Construction Administrator, Engineer III, Senior Construction Superintendent, Senior Environmental Scientist, Senior Estimator, Senior Landscape Architect, Senior Project Designer, Senior Surveyor	$185/hour
Class 6 Personnel	Architect II, Engineer II, Estimator, Landscape Architect III, Planner III, Project Designer, Project Manager II, Senior Architectural Staff, Senior Engineering Designer, Senior Interior Designer	$160/hour
Class 5 Personnel	Architect, Architectural Staff II, Construction Project Manger, Engineer, Interior Designer III, Lighting Designer, Project Manager, Senior Engineering Technician, Senior Survey Technician	$135/hour
Class 4 Personnel	Architectural Technician, Construction Superintendent, Engineering Designer II, Environmental Scientist III, Interior Designer II, Landscape Architect, Landscape Designer II, Planner II	$120/hour
Class 3 Personnel	Architectural Staff, Construction Observer, Engineering Designer, Environmental Scientist II, Interior Designer, Landscape Designer, Survey Technician	$100/hour
Class 2 Personnel	Engineering Technician, Field Scientist, Interior Design Staff, Planner, Project Coordinator	$90/hour
Class 1 Personnel	Intern	$65/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel, and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a $25 per month Misc. Office Expense charge. This charge will not be applied to invoices under $1,000.
5. CAD black/white plotting at 25¢ per square foot; CAD color plotting at 35¢ per square foot; CAD low density color images at 40¢ each; and CAD high density color images at 60¢ each. Postage, shipping, and lab tests at cost. Files written to CD will be minimum $100 per drawing or $500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 76¢ per mile). Drone equipment at $250 per fly. Survey equipment at $160 per day. Building scanner at $600 per day. Traffic Counters at $100 per count. Surveying supplies at 75¢ per stake. Commissioning equipment at $100 per project.
6. Overtime expenses requiring higher than normal rates if authorized by Owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at a higher rate.
3. Hourly staff charges and expenses are subject to change annually.

STD RATE August 4, 2026

Docusign Envelope ID: 8610FE4B-58D4-83C0-8303-84D675CB4DB6

882 40th Street SE
Grand Rapids, MI 49508-2401

T (616) 406-1756

www.sme-usa.com

October 12, 2026

Ms. Lauren Pedigo, AIA
Progressive Companies
1811 4 Mile Road NE
Grand Rapids, Michigan 49525

Via E-mail: lpedigo@weareprogressive.com

RE: Proposal for Construction Materials Services - Revised
Rotary Square – CMS
203 Union Street
Traverse City, Michigan 49684
SME Proposal No. P01693.26
SME Project No. 103695.00

Dear Ms. Pedigo:

SME would be pleased to provide Construction Materials Services (CMS) for the subject project. If SME is retained for these services, there will be consistency from design through construction since we performed the geotechnical evaluation for this project.

OUR UNDERSTANDING OF THE PROJECT

We understand this project consists of the construction of a new park with a canopy, elevated outlook structure, retaining walls, and accompanying site work.

You and your project team have provided us with the following information to aid in preparing our scope of services and estimated budget:

- A request for proposal solicitation from you dated April 22, 2026;
- A request for an updated budget and proposal from Piotr Szczepanski dated October 9, 2026;
- Phone and email conversations with you;
- Project drawings prepared by Progressive Companies dated September 28, 2026; and
- A geotechnical engineering report prepared by SME dated February 25, 2026.

OUR SCOPE OF SERVICES AND RECOMMENDED BUDGET

We anticipate providing the following Construction Materials Services (CMS), including the estimated number of site visits for each service:

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- Subgrade Evaluation – 1 Visit
- Soil Compaction – 6 Visits
- Site Concrete – 3 Visits
- Utility Trench Soil Compaction – 1 Visit
- Foundation Subgrade Testing – 5 Visits
- Reinforced Concrete – 8 Visits
- Structural Steel – 1 Day
- Sample Pickups – 6

Visits are defined as four hours or less, on site, and days are defined as between four and eight hours, on site.

For the scope of service above we recommend establishing a budget of **$56,300**.

We will prepare invoices for our services on a time-and-materials basis in accordance with our current fee schedule. Your staff's requests of our services will determine our total fees.

OUR ASSUMPTIONS AND OTHER IMPORTANT INFORMATION

- Our estimated budget assumes that work will occur during normal working hours (Monday through Friday between the hours of 8:00AM and 5:00PM).
- Premium (overtime) rates will be applied for services:
  - Requested outside of our stated normal working hours;
  - In excess of eight hours per day (portal to portal); and/or
  - Provided on weekends or holidays.
- We assess a minimum charge of four hours per day (portal to portal) for field work. Exceptions are made for brief visits to collect material samples for laboratory testing.
- Our estimated budget includes a limited amount of project management for scheduling, coordination, technical support, report review, and report preparation and transmittal.
- We anticipate the structural steel fabricator will be AISC certified and that performing review of the fabricator's facility will not be required for this project. We have not included fabricator reviews in our estimated budget for this reason.
- To request field services, please call our Grand Rapids office at (616) 406-1756 and request to speak with the CMS field services coordinator. Please be aware that:
  - We request 72 business-hours advance notice for structural steel service appointments;
  - We request 24 business-hours advance notice for all other service appointments; and
  - We cannot guarantee availability for rush requests. If fulfilled, rush requests might be subject to premium rates.
- We have prepared the estimated budget presented in this proposal based on the information provided above. Should the project scope change or additional information become available, please contact SME so that we can review this new information and adjust our estimated budget accordingly.

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HOW WE ISSUE DELIVERABLES

Our field team members strive to communicate preliminary test results, observations, and recommendations to you or your on-site representatives before leaving the project site for the day. Our formal field and laboratory service reports will be digitally distributed via Construction Hive.

Construction Hive is an online platform where you can view, print, and download distributed reports at any time. You and your designated project team members will receive e-mail notifications as new reports become available. We have included a welcome document with additional information regarding Construction Hive access and customization.

YOUR FEEDBACK IS IMPORTANT TO US

At SME, we value your perspectives and strive to continuously enhance the way we work together. That is why we invite feedback during and/or at the end of each project - to better understand your experience and learn how we can serve you even more effectively. When you receive a feedback request from SME, we would greatly appreciate you taking a moment to respond. Your input helps shape how we support you on future projects.

HOW TO FORMALLY AUTHORIZE OUR SERVICES

We have included a copy of our General Conditions which govern our services. Please complete the requested information, sign the General Conditions in the space provided, and return a copy to us to accept our proposal.

Alternatively, Progressive Companies could issue a purchase order to SME as authorization to proceed with this project. If Progressive Companies would prefer that the project contract be governed by their Terms and Conditions, SME reserves the right to negotiate and modify the Terms and Conditions (and the fee schedule and recommended budget presented in this proposal) such that they are agreeable to both parties.

If you have questions or require additional information, please contact us at (616) 406-1756 or e-mail at renae.cook@sme-usa.com. You can find additional information about SME, including team member and project profiles, at our corporate website www.sme-usa.com. We are looking forward to working with you on this project.

Sincerely,

SME

PREPARED BY:

Renae L. Cook, PE
Project Engineer

REVIEWED BY:

Jeffrey P. Wassink, PE
Project Engineer

Attachments: SME General Conditions – Commercial (03/15)
Welcome to Construction Hive

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SME GENERAL CONDITIONS

1. **DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.

2. **INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.

3. **INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.

4. **RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.

5. **SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**

6. **TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.

7. **DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.

8. **AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.

9. **SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.

10. **INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

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12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed $50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.

b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P01693.26/103695.00_OCT122026

Project Name: Rotary Square - CMS

Project Location: 203 Union Street, Traverse City, Michigan 49684

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: Progressive Companies

Address: 1811 4 Mile Road NE, Grand Rapids, Michigan 49525

_____

Telephone No.: _____ Email: _____

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WELCOME TO SME'S WEB-BASED REPORTING SYSTEM POWERED BY CONSTRUCTION HIVE™

As a member of SME's Project Team, you have access to view your inspection reports on our data storage and distribution system called Construction Hive™. During the course of the project, your reports will be automatically uploaded to Construction Hive™ and you will receive email notifications from SME notifying you of the reports that are newly available. For more information on Construction Hive™ watch this short video: Construction Hive Tutorial—2024 (youtube.com)

Access the reports directly from the link provided in future emails for 14 days and have access to all of your reports online. At the bottom of the email you will find a link to register for your free account.

Here are some of the benefits of registering for Construction Hive™:

- Simple and intuitive web access to reports, including a mobile specific site.
- Visual cues for unread, urgent and "out of specification" reports
- Ability to set your own email notification rules (immediately, morning, evening or never) with a different notification (immediately) for urgent reports or reports with "out of specification" results.
- Ability to easily view previous report revisions
- Retention of all documents for the duration of a project with advanced searching capabilities (dates, report type, report content, status, etc.)
- Bulk download (zip file) of up to 500 reports.

Should you have any questions regarding registering and setting up your account, the use of Construction Hive™, adding access for additional users, or anything else, please reach out to your SME Project Manager or local SME Administrative Assistant.

We look forward to teaming with you on this project!

CONSTRUCTION HIVE

Passionate People Building and Revitalizing our World

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www.sme-usa.com

Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
harry@downtowntc.com
231-922-2050

Memorandum

To: DDA Board of Directors

From: Harry Burkholder, DDA Executive Director

Date: November 15, 2026

Subject: Executive Director Report

Below is an overview and update on projects and initiatives that the DDA is working on.

PUMA Study
Work continues with PUMA to update key findings from the 2022 market study and provide an evaluation of current downtown economic conditions. In addition, PUMA is researching programs, policies, and best practices utilized by downtown organizations and municipalities across the country to support and retain local independent businesses and maintain a diverse downtown business mix. We hope to provide a preview of the findings of this effort at our December meeting.

Two-Way Circulation
DDA staff is working with the Progressive team and City Engineering to plan and implement the next steps for the conversion of State Street to two-way traffic. The top priorities include modifications to the traffic signals/signs at the Cass Street and Union Street intersections and improvements to the Pine Street/Front Street intersection. The opportunities/options associated with traffic/sign modifications at the Cass and Union streets intersections will be discussed at the City's November 18th Complete Street Committee meeting.

Sidewalk Improvements
As you may recall, in August the City Commission approved funding to repair the sidewalk along Park Street and State Street - part of the DDA's effort to address "small-scale," but important, downtown infrastructure needs. Because the sidewalk repair contract was added as an addendum to a pre-existing street reconstruction project elsewhere in the city, the work was subject to the timing and scheduling requirements of that larger project. To that end, I had previously noted that the sidewalk repairs had been moved to the spring. However, due to an opening in the schedule, the sidewalk repairs are now underway.

EAGLE Grant
We are moving toward closing out the EGLE grant associated with the work/projected targeted for the west-end. The grant, which was intended to support environmental remediation tied to the future redevelopment of the site, had already been extended. Despite ongoing conversations with the City about coordinating a potential parking structure and housing project with the grant requirements, the uncertainty surrounding the project's feasibility and timing makes it difficult to move forward effectively within the current grant extension period. Given that, I believe the best path is to close out the current grant rather than continue carrying it forward. This does not eliminate the opportunity to pursue grant funding in the future, and we can always reapply when the project timing and scope are better aligned.

Infrastructure First TIF Plan
I want to take a moment to acknowledge the outcome of the November 3rd election and recognize the work, time and commitment that went into the Infrastructure First TIF Plan over the past several months and, quite frankly, the past several years. While the outcome was not what we had hoped for, I think it is important to acknowledge the decision voters made. We also need to recognize that this is an opportunity to step back, listen and have some honest conversations about the future of downtown infrastructure and services. I would like us to commit to a deliberate process of listening, evaluating our financial position, and exploring all available options. Ultimately, our responsibility remains the same: to be good stewards of public resources and to help ensure a strong, healthy and vibrant downtown for the entire community.

Downtown Development Authority
303 E. State Street
Traverse City, MI 49684
sara@downtowntc.com
231-922-2050

Memorandum

To: Harry Burkholder, DDA Executive Director
Downtown Development Authority Board of Directors

From: Sara Klebba, DDA Director of Events & Engagement

Date: November 17, 2026

Subject: DTCA Director of Events & Engagement Update

Halloween Walk (Oct 31)

- Foot traffic levels were the same YOY at close to 4,000 people
    - Qualitative data is that it felt busier. Foot traffic was stalled at Park and Front at the intersection for multiple lights, and Union St foot traffic wrapped south to Wilson Antiques.
    - Consider a full shut down of Front St from Park to Union for 2027.

Shop Your Community Day (Nov 7)

- Still waiting on final donation numbers from several businesses before we can report on numbers or finalize nonprofit donations. There were a total of 37 participated businesses. Qualitatively, there was a mix of member responses of sales being over, under, or even. 2025: 26 businesses

Light Up Downtown: **Tree Lighting (Fri, Nov 20, 4-6:30) & Light Parade (Nov 21, 6:00 step off)**

- Looking forward to a host of activities at Friday's Tree Lighting to celebrate the start of the holiday season at the newly installed tree. Dozens of sponsors, vendors, partners, and volunteers are making this event possible on a new night.
- The Light Parade will bring about 1 hour, 15 minutes of glowy, showy vehicles, floats, and walkers to Front St, from Franklin to Union.
- Cookies & Cocoa Crawl is Friday & Saturday from 3pm to close. Find the Grinch scavenger hunt is Nov 20-29.
- Street closures on both nights run from 3-8pm. See event pages for full details in the event program. Maps, schedules, lineup, FAQ, etc. are included.

Santa's House (Nov 20-Dec 24)

- House installed courtesy of our friends at Team Elmer's on Nov 16. Thanks to DOMI and Santa for helping with keeping it safe and fun!
- Still in need of elf volunteers for a few shifts. Sign up at downtowntc.com.

Black Fri/Small Biz Saturday (Nov 27 & 28) + Holiday Shopping Series: Ladies' Night (Dec 3), Men's Night (Dec 10), Wrap It Up Night (Dec 18)

- Follow along on downtowntc.com for updated specials and offers.

TC Restaurant Week (Feb 21-27)

- Restaurant sign-ups will be available and shared out in December for Traverse City or Grand Traverse County restaurants.