

Contractor - Please complete and return

BID SUMMARY

TITLE: HVAC Maintenance for Traverse City Parking System

DUE DATE: Tuesday, May 10, 2016, at 2:00 p.m.

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

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

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

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

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

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

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Contractor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Contractor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
 - i. The Natural Resources and Environmental Protection Act.

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

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

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

Contractor 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.

1. Annual cost for service as described: \$ 3950.00

Submitted by:

Brandon Plamondon
Signature

Sheren Plumbing & Heating
Company Name

Brandon Plamondon, Service Manager
Name and Title (Print)

3801 Rennie School Rd.
Company Address

231-943-7916
Phone

231-943-9907
Fax

Traverse City MI 49685
City, State, Zip

Sole proprietorship/partnership/corporation

Michigan
If corporation, state of incorporation

**SERVICE ORDER SAMPLE
CITY OF TRAVERSE CITY
400 BOARDMAN AVE. – TRAVERSE CITY, MI 49684
(231) 922-4440**

STANDARD BLANKET CONFIRMING

The above number must appear on your invoice, packages and all shipping papers and correspondence.

**IMPORTANT
SHIP TO:**

TO:

PURCHASE ORDER

CONTRACT

SERVICE ORDER

If this is a service order or contract, refer to the provisions on the reverse side.

ORDER DATE		REQUISITION	TERMS	SHIPPING INSTRUCTIONS	DATE REQUIRED
QUAN.	UNIT	DESCRIPTION		UNIT PRICE	AMOUNT

SALES TAX EXEMPT – GOVERNMENT

_____ AUTHORIZED SIGNATURE

_____ DATE

INSTRUCTION TO VENDOR – SEND ALL INVOICES TO THE CITY TREASURER

400 Boardman Avenue, Traverse City, MI 49684. Service/Purchase Order No. and Department name must be shown on all documents. A separate invoice must be submitted for each Service/Purchase Order. Cash discount date will begin with receipt of invoice or goods whichever is later.

ADDITIONAL TERMS AND CONDITIONS:

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. Oleson's Food Stores

Contact Person: Brad Oleson Telephone: 231-947-6091

2. Harborview Building

Contact Person: Ann Rogers Telephone: 231-941-0331

3. Riverfront Building

Contact Person: Tony Lee Telephone: 231 933-6703

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

2. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

3. _____

Contact Person: _____ Telephone: _____

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- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
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Contractor 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.

I. Annual cost for service as described: \$3,600.00 THREE THOUSAND SIX HUNDRED DOLLARS

Submitted by:

Signature

A. MICHAEL BUDAY, PRES.

Name and Title (Print)

231-943-4114
Phone

231-943-4809
Fax

A. B. I. MECHANICAL

Company Name

PO BOX 970

Company Address

TRAVERSE CITY MI 49685-0970
City, State, Zip

Sole proprietorship/partnership/corporation

MICHIGAN

If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. SEE ATTACHED

Contact Person: _____ Telephone: _____

2. _____

Contact Person: _____ Telephone: _____

3. _____

Contact Person: _____ Telephone: _____

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. _____ N/A _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

2. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

3. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____



MECHANICAL CONTRACTORS

2016 Service Rates

Contract Customers

\$ 89.50 Regular Time
\$119.50 Overtime
\$167.50 Doubletime/Sundays/Holidays

Non-Contract Customers

\$ 96.00 Regular Time
\$132.00 Overtime
\$198.00 Doubletime/Sundays/Holidays

abi

MECHANICAL/ENGINEERING/CONTRACTORS

PO Box 970 * Traverse City MI 49685-0970 * (231) 943-4114 * FAX # (231) 943-4809

B

ABI Mechanical is a 24/7 full service contractor, who performs Mechanical/Plumbing installations and service. See enclosed Preventative Maintenance contracts detail, Spring, Fall and Boiler Inspections, along with tasking sheets for each applicable system with completed copies provided.

C

References

Auto Owners Insurance	Nick Walter	231-932-1816
Immaculate Conception	Randy O'Connor	231-883-5391
Cherry Capitol Airport	Dan Sal	231-620-4854
Dan Jonkhoff		231-947-1985

D

This scope of services shall consist of servicing, examination, maintenance and state-required testing, of the following heating, ventilation and cooling systems generally described below:

Hardy Deck, 303 East State Street

- Enforcement Room VMH125C-1-2013
- Hydronic snow melt system including three Lars boilers installed in 2002
- Suite A - heat pump/cooling system installed in 2002
- Suite C - heat pump/cooling system installed in 2002
- Parking office heat pump/cooling system installed in 2002

Old Town Deck, 125 East Eighth Street

- Hydronic snow melt system including three RBI boilers installed in 2010
- Electric snow melt system installed in 2010
- Three sets of Amana electric heaters and air conditioners in the electrical room and both elevators rooms

State Street Snow Melt System

- Hydronic snow melt system including one Raypack boiler installed in 2002

At a minimum, periodic service shall address boilers, pumps, condensers, fans and radiators of the above-described systems, and shall include the following work:

- Tighten all electrical connections
- Adjust and calibrate all operating controls
- Check refrigerant levels in all units
- Lubricate all moving parts, including bearings on units and circulating pumps
- Align all motor pulleys and check belt tension
- Check amp draw and voltage on all meters
- Clean and adjust burners on all heating equipment
- Check heating operation including safety controls, ignition and pilot
- Check all boiler safeties in order to comply with State of Michigan ASME CDS-1
- Clean all evaporator and condenser coils as required
- Install new belts

The service and examination of the HVAC systems for defects shall be conducted by a properly licensed person at once per year or as required by law. Regular service and testing shall be conducted during regular business hours Monday-Friday between the hours of 7:00 am and 9:00 pm unless arranged otherwise with the Traverse city Parking System Admin. Services will be consistent with industry standards for servicing, examination and maintenance of the HVAC systems.

Reports shall be provided to the City on a semiannual basis or more frequent basis. Reports include a summary of repairs and inspections made, and include any pertinent evaluations of equipment.

This agreement will be good for three (3) years, per bid documents. A new service order will be issued by the City each year upon satisfactory service, as determined by the City.

Work beyond the scope of services, such as repairs recommended by contractor, will only be done upon approval of a separate service order pertinent to that work.

E

ASME CSD-1 Boiler Maintenance, Certification and reporting are required per the State of Michigan Boiler Code.

F

See ABI Preventative Maintenance Contracts and Tasking Sheets for detail of what work is included. Belts, filters and lubrication replacement is included along with checking glycol percentage of snow melt system. Also included is replacement of refrigerant up to three (3) pounds.

G

See attached sheet for 2016 Service Rates

H

Additional refrigerant, replacement of controls, condensers, compressors, motors, pumps, glycol, exchangers and all other major components identified as needing replacement will be quoted upon request with replacement to occur upon written approval. With replacement parts available from stock to two (2) weeks, depending on parts and level of parts delivery approved.2

I

First level of contact is 231-943-4114. During business hours, the service department can be reached by dialing ext. #110 or 0 for operator. If after business hours, our answering service will direct the service call to the service tech who is on-call.

J

Response time on average is less than two (2) hours



MECHANICAL CONTRACTORS

PREVENTATIVE MAINTENANCE CONTRACTS

We only use qualified technicians to perform all service. Our technicians will perform the services as proposed, when applicable to equipment, to the best of our ability and will keep your equipment operating properly and efficiently. ABI Mechanical can provide design-engineering services to implement system improvements that may enhance efficiency, life and maintainability of your equipment. The following are some of the benefits of having a Preventative Maintenance Contract with ABI Mechanical.

1. All service of an emergency nature will be considered a priority and be responded to immediately, when indicated by the customer.
2. Service is available 24 hours a day, 365 days a year.
3. Preferential service at all times over non-contract customers.
4. Customer will be notified of any repairs required, as revealed during service calls or preventative maintenance inspections and will provide a quoted cost for completion of any needed repairs only upon written authorization of the customer.
5. We will take "reasonable" precautions to avoid damage to property, interference with business, and injury to all persons to complete any service work for a customer.
6. "Emergency Service Work" which may be required in addition to the preventative maintenance, shall be billed as a separate service. Repair work shall commence upon customer's authorization. Normal business hours are Monday-Friday, 8am-5pm, excluding holidays.
7. Use customer's in-house maintenance staff when requested to assist in repairs and provide staff with any information that may be helpful in establishing training for maintenance procedures, recognizing potential symptoms for system failures and possible measures to improve conservation of energy consumption.

We will check the following components on each specified preventative maintenance inspection.

1. Check gas, incoming and manifold.
2. Combustion analysis with printout on all boilers.
3. Inspection of heat exchangers.
4. Amp draws on motors and compressors.
5. Check fan belts, pulleys and bearings.
6. Check refrigerant operating pressures with superheat.
7. Leak check gas lines at the equipment.
8. Check all safety controls on all equipment serviced.
9. Check couplers and bearing on all circulating pumps.



MECHANICAL CONTRACTORS

PREVENTATIVE MAINTENANCE INSPECTIONS

AIR CONDITIONING SERVICE INCLUDES:

1. Condenser coil fins will be straightened and cleaned as required.
2. Evaporator coil will be inspected and cleaned as required.
3. Blower wheels will be inspected and cleaned as necessary.
4. Refrigerant charge will be checked by superheat/sub-cooling method.
5. Air filter will be replaced at customer's option.
6. Belts and pulleys will be inspected and adjusted as required.
7. Controls and safeties will be inspected and tested.
8. Motors will be cleaned and inspected.
9. Capacitors will be tested.
10. Condensate drain will be checked to assure it is open.
11. Relays and contactors will be inspected.
12. Unit disconnect will be inspected.
13. Unit wiring will be inspected and loose connections tightened.
14. Temperature and pressures will be taken and recorded.
15. Ductwork will be checked for leaks and proper insulation.
16. Lubrication of motors and bearings.
17. Thermostat will be checked and calibrated as required.

We have developed a customized program that addresses the problems we see most often. The comprehensive service and maintenance agreement we offer is designed to:

- Reduce the possibility of an air conditioning breakdown.
- Increases performance of your equipment, therefore possibly reducing your utility bills.
- Reduces costly repair bills.
- Provides preferential emergency service if the need ever arises.
- Maintain or enhance your current level of comfort.



MECHANICAL CONTRACTORS

PREVENTATIVE MAINTENANCE INSPECTION

BOILER SERVICE INCLUDES:

1. Heat exchanger will be inspected for cracks and deterioration.
2. Burner controls will be tested.
3. Burners will be cleaned.
4. High/operating safety limits will be tested.
5. Pilot will be cleaned and adjusted as necessary.
6. Gas line will be checked from the boiler shut-off valve to the burners.
7. Combustion air openings will be checked.
8. Flue pipe will be inspected.
9. All panels will be secured.
10. Thermostat will be checked and calibrated as required.
11. Set gas pressure to the burners.
12. Temperatures and performance will be recorded.

We have developed a customized program that addresses the problems we see most often. The comprehensive service and maintenance agreement we offer is designed to:

- Reduce the possibility of a heating breakdown.
- Increases performance of your equipment, therefore possibly reducing your utility bills.
- Reduce costly repair bills.
- Provide preferential emergency service if the need ever arises.
- Provide a maintenance program, which meets or exceeds newly adopted state inspection requirements. (*See Note*)
- Maintain or enhance your current level of comfort.
- Give you peace of mind for the safety of your business or home.

Note: Newly adopted state inspection requirements require monthly testing of safety valves and low water cut-off which is not included in this service program, but can be performed by ABI personnel at your request.



MECHANICAL CONTRACTORS

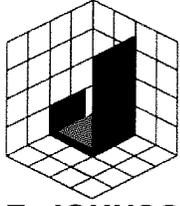
PREVENTATIVE MAINTENANCE INSPECTIONS

HEATING SERVICE INCLUDES:

1. Heat exchanger will be checked for cracks and deterioration.
2. Set gas pressure for the burners.
3. Thermostat operation checked.
4. Pilot safety, high limits, combustion failure, air proving switch and safety devices will be checked.
5. Filters changed, if applicable.
6. Combustion air openings checked.
7. Flue or venting checked for cracks or obstructions.
8. Leak check gas from the shut-off gas cock through the burners.
9. Pull and clean the burners.
10. Clean pilot and orifices.

We have developed a customized program that addresses the problems we see most often. The comprehensive service and maintenance agreement we offer is designed to:

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J.E. JOHNSON

TOTAL MECHANICAL SOLUTIONS

Design/Build | Process Mechanical Systems | HVACR Systems
Sheet Metal | Plumbing | Energy Management | Full Service Support

A. Bid Summary Sheet

- Included

B. A statement of professional qualifications.

- J.E. Johnson provides quality mechanical services and products throughout a diverse and dynamic industry. We carry and uphold many licenses and certifications. Some of which relevant to bid include State of Michigan Mechanical Contractor, State of Michigan High Pressure Boiler Installer 3B, and EPA Certification-Refrigerants.

C. A statement of the contractor's previous experience, with references of at least three (3) recent customers two of which contain similar boilers contained in this bid request.

- J.E. Johnson has been in operations since 1979 servicing a range of commercial buildings and office complexes, medical facilities and schools, industrial and institutional facilities. For further information, please visit our website at www.jejohnson.com.

- **Recent Customers**

Chemical Bank

333 E. Main St.
Midland
Rick Archer
989-839-5268

HB Carbide

4210 Doyle Dr.
Lewiston, MI
Jerry Keyser
989-786-4223

H Hotel

111 W. Main Street
Midland, MI 48640
Jerry Davis
989-837-6018

Independence Village

965 Hager Dr.
Petoskey, MI
Keith Stark
231-881-2736

Stafford Perry Hotel

Petoskey, MI
Reg Smith
231-347-4000

D. A detailed list of the equipment to be maintained including a summary of how each item will be maintained.

- This Agreement provides two annual Inspections per year
 - **Hardy Deck, 303 East State Street**
 - Enforcement Room VMH125C-1-2013
 - Hydronic snow melt system including three Lars boilers installed in 2002
 - Suite A - heat pump/cooling system installed in 2002
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 - **State Street Snow Melt System**
 - Hydronic snow melt system including one Raypack boiler installed in 2002

E. A statement of what the state requirements are for inspection and maintenance at this time.

- State of Michigan requires control and safety devices on boilers be inspected on an annual basis.

F. A detailed maintenance program, listing in detail parts covered and any exclusions.

- Condenser coil will be inspected for heat transfer loss.
- Blower wheels and fans will be inspected and cleaned to assure proper air delivery.
- Refrigerant will be checked for proper charge and to assure system is leak free.
- Exposed duct work will be checked for leaks and proper insulation.
- Belts and pulleys will be inspected and adjusted as required.
- Thermostats will be checked and calibrated as required.
- Motors and bearings will be lubricated as required.
- Controls and safeties will be tested.
- Condensate drain will be checked.
- Crankcase heater will be checked for proper operation.
- Relays and contactors will be inspected.
- Unit wiring and electrical disconnect will be inspected.
- Economizer operation will be checked, where applicable.
- Evaporator coil will be inspected annually.
- Condenser coils will be cleaned [] time(s) per year.
- Burners, combustion chamber, and heat exchanger surfaces will be cleaned
- Control and Safety Device documents will be completed to meet Michigan requirements
- Furnish inspection report and advice of any abnormal conditions or necessary repairs.

- G. A statement of hourly rates of licensed journey persons including the cost per hour for repairs outside of the basic scope of services.
- 7:00 a.m. – 5:00 p.m. hourly rate at \$75.00
 - Holidays, weekend, and non-standard hourly rate at \$112.50
- H. A statement regarding availability for replacement parts and lubricants.
- J.E. Johnson carries stock on common replacement part and lubricants.
- I. Identification of a contact person to whom inquiries should be directed, with an address and telephone number.
- Mike Fitzgerald
1550 E. Virginia Drive
Midland, MI 48642
800-835-6671
- J. Response time for emergencies.
- Within 4 hours

Contractor - Please complete and return

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(e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Contractor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

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- Act. ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
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1. Annual cost for service as described: \$3,295.00.

Submitted by:

Amber Rashotte
Signature

J.E. Johnson
Company Name

Amber Rashotte - Acc. Manager
Name and Title (Print)

1550 E. Virginia Drive
Company Address

989-423-4318 989-835-7147
Phone Fax

Midland MI 48642
City, State, Zip

Sole proprietorship/partnership/corporation

Michigan
If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. Independence Village
Contact Person: Keith Stark Telephone: 231-881-2736

2. H Hotel
Contact Person: Jerry Davis Telephone: 989-837-6018

3. HB Carbide
Contact Person: Jerry Keyser Telephone: 989-786-4223

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. N/A
Contact Person: _____ Telephone: _____
Services to be Performed: _____

2. N/A
Contact Person: _____ Telephone: _____
Services to be Performed: _____

3. N/A
Contact Person: _____ Telephone: _____
Services to be Performed: _____

— Since 1895 —

ARMS & COLE, INC.

MECHANICAL CONTRACTORS

A DIVISION OF HURST MECHANICAL

**Preventive Maintenance Services
Prepared Exclusively For:**

**City of Traverse City
Auto Parking System: Decks HVAC
400 Boardman Street
Traverse City, MI 49684**



DECKS HVAC

PREPARED BY:

Arms & Cole-Hurst Mechanical

(231) 492-5898

shardy@armscole.com

— Since 1895 —

ARMS & COLE, INC.

MECHANICAL CONTRACTORS

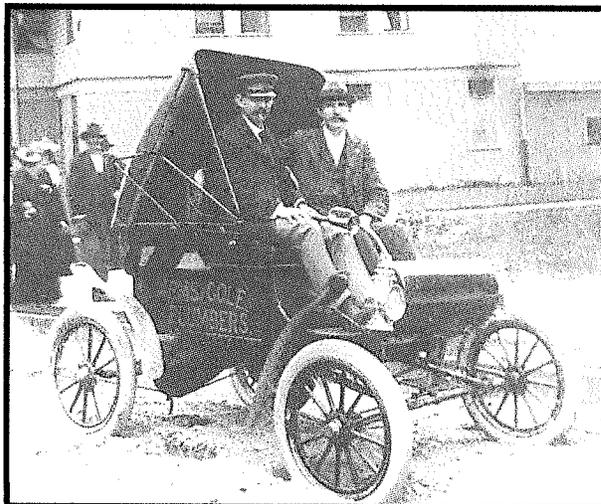
A DIVISION OF HURST MECHANICAL

HISTORY

For over a hundred years ARMS & COLE has been serving Northern Michigan homes and businesses. From plumbing to heating systems to air conditioning and insulation, we have been designing and installing quality systems since 1895. With technology and procedures changing rapidly, ARMS & COLE has now teamed with HURST MECHANICAL to provide Northern Michigan the largest and most experienced service contractor in all of West Michigan. Our combined experience and expertise have created a standard of excellence that cannot be matched.

Through system analysis and evaluation, ARMS & COLE will provide professional packages specifically designed for your home or business. With a wide variety of manufacturers and vendors at our disposal, we are able to provide the custom solution your system requires.

We are pleased to be a part of the Hurst team while still maintaining the standard of excellence that has made Arms & Cole an integral part of the Northern Michigan business community since 1895.



— Since 1895 —

ARMS & COLE, INC.

MECHANICAL CONTRACTORS

A DIVISION OF HURST MECHANICAL

ARMS & COLE Traverse City

SAMPLE OF MAJOR CUSTOMERS:

Over the last century Arms & Cole has serviced or installed new systems for nearly every major business in Northern Michigan. What that means is a listing of all our major customers could go on for pages. We have listed below several major clients that have seen the talents of Arms & Cole in the last year or so. They are:

Rexair

Michigan Rubber

Fiam Corp.

AAR Mobility

Cadillac Public Schools

NMC

TCAPS

West Bay Beach Resort

Hutchinson CRC Cadillac

TC Chamber of Commerce

City of TC

Grand Traverse County

Leelanau County

Antrim County

Villages of Suttons Bay-Kingsley-Northport-Elk

Rapids-Benzie-Kalkaska-Interlochen,

Interlochen Arts Academy

Cherry Capital Airport

4Front Credit Union

Cadillac Wexford Transit Authority

Munson Medical Center

Huntington Bank

Michigan Rubber

Gourdie Fraser

Oleson Foods

Century Inc.

GT Resort

FIAM Corp.

TC Film Festival

Grand Traverse Pavilions

Burnette Foods

Tyson Foods

Cherry Bend Eye Clinic

TC Public Library

Olmstead Products

RM Young

GRAND TRAVERSE INSIDER

"The Best of the Best"

People's Choice Heating & Air Conditioning

Arms & Cole

ARMS & COLE, INC.
MECHANICAL CONTRACTORS

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CUSTOMER REFERENCES

A Sampling of Current Arms & Cole/Hurst Customer References

**RM Young Corporation
2802 Aero Park Drive
Traverse City, MI 49686**

Kevin Ellis (231) 946-3981

**Schmidt-Rogers
Garfield Ave.
Traverse City, MI 49686**

W. Bruce Rogers (231) 941-0707

**West Bay Beach Resort
615 East Front Street
Traverse City, MI 49686**

Lee Galison (231) 735-1973

**Tyson Foods Corporation
2314 Sybrant Road
Traverse City, MI 49685**

Rick Ellery (231) 313-4654

Current Arms & Cole/Hurst Customer References

**West Bay Beach Resort
615 East Front Street
Traverse City, MI 49686**

**Dave Dykstra
Facilities Manger
Holiday Inn West Bay**

“Arms & Cole/Hurst Mechanical recently completed a project here at the Holiday Inn West Bay that replaced our old and inadequate method of building space cooling utilizing well water with a far more effective central air conditioning system using a combination of water to water heat pumps and an air cooled scroll chiller.

I must say that the entire process (designing and engineering a system that would do the job, retrofitting new equipment to old building systems and piping, coordinating with Traverse City Light and Power for new electrical service and prompt follow up and service support when needed) went very smoothly and was completed on time. The engineers, pipe fitters, electricians, and service technicians that worked on this project were top notch professionals. Scott Hardy, the project coordinator from Arms & Cole/Hurst was on top of this project from the first to last day and was a pleasure to work with. The final project cost was as bid and there were only a few “extra costs” that truly were beyond the original scope of the project.

Most importantly, the system as proposed, designed, and installed works!! I definitely will be calling on Arms & Cole/Hurst Mechanical again the next time the Holiday Inn needs the services of a Mechanical Contractor...”

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ARMS & COLE, INC.
MECHANICAL CONTRACTORS

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Schmidt-Rogers Management
996 Garfield Woods Drive, Suite D
Traverse City, MI 49686

W. Bruce Rogers

“I am pleased to relate that Arms & Cole is a preferred contractor with Schmidt-Rogers Management and their key personnel provide excellent service to our commercial properties.

Schmidt-Rogers’ is the largest property management company in Northwest Michigan and we pride ourselves in delivering prompt personal service to each of our clients.”

Bruce Rogers

Charlie Kinzel
1246 Bussa Road
Rapid City, MI 49676

(Charlie is most recently with Sara Lee. They do not allow current employees to provide letters of reference)

Dear Scott,

I feel I must bring to your attention the outstanding customer service and quality of work I receive from Arms & Cole.

I am very satisfied with the business relationship that has developed from the attention to detail Arms & Cole provides. This quality was recently evidenced while I was the Engineering Project Manager at a Fortune 500 Food Manufacturing Facility in Traverse City.

The projects Arms & Cole completed were never standard installations. That is, the projects included installation of new mechanical equipment, servicing legacy equipment, and rebuilding of Production Process Equipment. The success was due to the exceptional attention to detail. The ability to carry out this work completely integrated with Production schedules and Food Manufacturing Sanitation requirements provided true value.

In the past, I felt that mechanical service providers were not sensitive to the food production industry’s needs and provided the quickest and most convenient solution to problems from their perspective. In contrast to this, Arms & Cole handled the plant’s issues as if they were their own. In the future, I will continue my relationship with Arms & Cole with confidence that all project parameters will be met.

Sincerely,
Charles Kinzel P.E.”

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ARMS & COLE, INC.
MECHANICAL CONTRACTORS

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Traverse Area Chamber of Commerce
202 East Grandview Parkway
Traverse City, MI 49686

Laura Galbraith
(231) 947-5075

“The Traverse City Area Chamber of Commerce has been a customer of Arms & Cole Mechanical for over ten years. I am writing on behalf of Arms & Cole/ Hurst Mechanical because of the Chamber’s positive experience. They have always provided consistent, exceptional customer service to the Chamber. Their employees are consistently prompt, courteous, and reliable. They have also built a true rapport with the Chamber staff, where we trust that the job will get accomplished in a timely manner and with professional craftsmanship.

Arms & Cole/ Hurst Mechanical’s quality of work has always been exceptional. As a small nonprofit organization, they will work within the Chamber’s operating budget to get the job done.

Sincerely,

Laura Galbraith
Vice President of Administration
Traverse City Area Chamber of Commerce

For our third annual event, the Traverse City Film Festival needed to add a fourth indoor venue, and we needed it to be large, and walk-able from downtown. Our audiences had grown, and we needed more room to present the great films we bring to town for such a short period of time. We had too many sellouts and too many people disappointed that we could not accommodate them. We decided that Lars Hockstad Auditorium in Central Grade School was the perfect venue for our needs, but there were several obstacles to overcome. There was some resistance from the neighborhood, fears that the festival would create a nuisance; the City wasn’t sure they wanted to support what could become a controversial incursion into a residential area; the school system wasn’t entirely sure they wanted to host such a large event; and most dauntingly, the auditorium was not air conditioned.

It was at this point, after we had already written off our plans after months of hard work and effort on the part of several individuals and the entire festival team that Arms and Cole came to save the day.

They had a member of their Arms & Cole staff work with us all week to make sure that things got done and ran smoothly. They were on site during set up, during the week, and during break down to ensure that everything worked optimally. They donated a portable air conditioner for the projection booth to make the projectionist more comfortable. They designed an exhaust system for the booth and had it installed. And they did it all for free, with a smile on their face and real philanthropy in their heart. Suffice it to say that we never would have had the use of Lars Hockstad Auditorium without the tireless efforts and special genius of Arms and Cole. The project was a perfect storm of problems and complexities, and no one else could have resolved them all, much less with such diplomacy and expertise. They spent scores of unpaid and frustrating hours making it all work.

Deb Lake, Executive Director, Traverse City Film Festival

ARMS & COLE, INC.

MECHANICAL CONTRACTORS

A DIVISION OF HURST MECHANICAL

SCOPE OF WORK

The following proposal represents the solutions we recommend based on our understanding of your needs and Arms & Cole's (A Division of Hurst Mechanical) 100 plus years of mechanical systems experience.

The following are some of the key items we've included in your program (as applicable to your equipment needs):

- Adjust and calibrate all operating controls.
- Check refrigerant levels in all units.
- Lubricate all moving parts, including bearings on units and circulating pumps.
- Align all motor pulleys and check belt tension.
- Check amp draw and voltage on all motors.
- Clean and adjust burners on all heating equipment. (as required)
- Check heating operation including safety controls, ignition and pilot.
- Check all water heater safeties in order to comply with State of Michigan ASME CSD-1. (as required)
- Clean all evaporator and condenser coils as required.
- Install new filters each visit and new belts each spring.

From the City Scope of Services:

At a minimum, periodic service shall address boilers, pumps, condensers, fans and radiators of the above-described systems, and shall include the following work:

- Tighten all electrical connections
- Adjust and calibrate all operating controls
- Check refrigerant levels in all units
- Lubricate all moving parts, including bearings on units and circulating pumps
- Align all motor pulleys and check belt tension
- Check amp draw and voltage on all meters
- Clean and adjust burners on all heating equipment
- Check heating operation including safety controls, ignition and pilot

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MECHANICAL CONTRACTORS

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- Check all boiler safeties in order to comply with State of Michigan ASME CDS-1
- Clean all evaporator and condenser coils as required
- Install new belts

In addition to preferential scheduling, your labor rate of **\$89.67** is discounted for all service work including plumbing and electrical. All service calls at any of the APS facilities can be covered within 1 hour of requests for service providing the calls are received locally by either Mr. McGowen or Mr. Hardy who are available 24/7 via cell phone. We also assume that any required service replacement parts will be available locally but in some rare cases may need to be ordered from the manufacturer. If that is the case there may be shipping delays in acquiring those replacement parts.

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MECHANICAL CONTRACTORS

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EQUIPMENT LIST FOR PM SERVICE

QTY	Manufacturer	Description	Model #	Location
		Old Town Deck		
1	RBI	Snow Melt Boiler 1,200,00 BTU	LB 1480 S/N 021056319	Parking Deck
1	RBI	Snow Melt Boiler 1,200,00 BTU	LB 1200 S/N 051056032	Parking Deck
1	RBI	Snow Melt Boiler 1,200,00 BTU	LB 1970 S/N 061056146	Parking Deck
1		Electric Snow Melt		
3	Amana	Mini Split		Elevators/Electrical Room
		State Street		
1	Raypak	Snow Melt Boiler	HS-1414 S/N 0205195439	Street
		Hardy Deck		
1	Lars	Snow Melt Boiler 1,200,000 BTU	HH1200EN09 KBACFP BO21078030	Upper Deck
1	Lars	Snow Melt Boiler 1,200,000 BTU	HH1825EN09 KBACFF 2328366J20	Upper Deck
1	Lars	Snow Melt Boiler		Upper Deck
1	Carrier	Heat Pump/Cooling		Suite A
1	Carrier	Heat Pump/Cooling		Suite C
1	Carrier	Heat Pump/Cooling		Parking Office
		APS Office		
1	Mitsubishi	Heat Pump Mini-Split		APS Office

A DIVISION OF HURST MECHANICAL

BID SUMMARY

TITLE: HVAC Maintenance for Traverse City Parking System

DUE DATE: Tuesday, May 10, 2016, at 2:00 p.m.

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Contractor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto. Contractor certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City. Contractor understands and agrees, if selected as the successful Contractor, to accept a Purchase Order / Service Order / Contract and to provide proof of the required insurance. Contractor submits this bid and agrees to meet or exceed all the City of Traverse city's requirements and specifications unless otherwise indicated in writing and attached hereto. Contractor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work. The Contractor certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances. The Contractor certifies that none of the following circumstances have occurred with respect to the Contractor, an officer of the Contractor, or an owner of a 25% or more share in the Contractor's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Contractor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Contractor is unable to perform responsibility or which reflects a lack of integrity that could negatively

ARMS & COLE, INC.
MECHANICAL CONTRACTORS

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impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act. 8*
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.*
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.*
- iv. A violation of federal, local, or state civil rights, equal rights, or nondiscrimination laws, rules, or regulations.*
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.*

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

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

1. Annual cost for service as described: \$2,510 for each year of a three year agreement

Submitted by: **Scott Hardy**

Signature: 

Company Name: **Arms & Cole/Hurst Mechanical**

Name and Title (Print) **Scott Hardy**

Company Address: **885 Robinwood Ct.**

Phone: **(231) 947-3312** Fax: **947-1636**

City, State, Zip: **Traverse City, MI 49686**

Sole proprietorship/partnership/corporation: **Corporation**

If corporation, state of incorporation: **Michigan**

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MECHANICAL CONTRACTORS

A DIVISION OF HURST MECHANICAL

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. *(References in previous section of this document)*

Contact Person: _____ Telephone: _____

2. _____

Contact Person: _____ Telephone: _____

3. _____

Contact Person: _____ Telephone: _____

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. *(None anticipated)*

Contact Person: _____ Telephone: _____

Services to be Performed: _____

Contractor - Please complete and return

BID SUMMARY

TITLE: HVAC Maintenance for Traverse City Parking System

DUE DATE: Tuesday, May 10, 2016, at 2:00 p.m.

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

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

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

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

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

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

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Contractor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Contractor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
 - i. The Natural Resources and Environmental Protection Act.

ii. A persistent and knowing violation of the Michigan Consumer Protection Act.

iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.

iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.

v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

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

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

Contractor 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.

1. Annual cost for service as described: \$ 3,945

Submitted by:

[Signature]
Signature

Temperature Control Inc.
Company Name

Michael Law - Service Manager
Name and Title (Print)

1623 Northern Star Dr.
Company Address

(231) 922-1862 (231) 922-1892
Phone Fax

Traverse City Mi 49696
City, State, Zip

Sole proprietorship/partnership/corporation

Michigan
If corporation, state of incorporation

**THE VENDOR, BY RENDERING SERVICE TO THE CITY OF TRAVERSE CITY (CITY),
HEREBY AGREES TO ALL PROVISIONS LISTED BELOW:**

1. Non-Discrimination. The Vendor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. A breach of this covenant may be regarded as a material breach of this Service Order.
2. Assignment. There shall be no assignment or transfer of this Service Order or any part thereof unless mutually agreed to in writing by both parties.
3. Venue. Any and all suits for any and every breach of this Service Order shall be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of MI.
4. Independent Contractor. The relationship of the Vendor to the City is that of an Independent Contractor. The Vendor and the personnel employed by the Vendor shall not be deemed to be agents or employees of the City, shall not hold themselves out as employees of the City and shall not be entitled to any fringe benefits the City affords its employees.
5. Required Insurance. (*If City named as additional insured*): The Vendor shall provide the City with an endorsement to its insurance policy stating that the City of Traverse City is named as additional insured and that a minimum of 10 days advance written notice will be provided in the event of cancellation; the Vendor shall also provide the City with an insurance certificate evidencing the required coverage. (*If City not named as additional insured*): The Vendor shall provide the City a copy of a certificate of insurance for any required insurance under this Service Order prior to performing any services. Such certificate shall provide that the City shall receive notice of any cancellation or material alteration in its coverage at least 10 days prior thereto. A breach of this provision may be regarded as a material breach of this Service Order.
6. Workers Compensation. The parties agree to maintain at all times while work is being performed under this Service Order, suitable workers compensation insurance pursuant to Michigan law and will, upon receipt of this Service Order, provide a certificate of insurance or copy of state approval for self-insurance to the City Manager.
7. Interpretation. This Service Order shall be governed by the laws of the State of Michigan both as to interpretation and performance.
8. Indemnification. The Vendor shall defend, indemnify and hold the City, its agents, officials and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees arising out of the performance of this Service Order which is caused in whole or in part by the Vendor's negligent, careless or intentional act or omission, or that of any agent, employee, or subcontractor of the Vendor. The Vendor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them. The Vendor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.
9. Time. Time is of the essence in rendering the services described in this Service Order.
10. Third Party Beneficiaries. This Service Order confers no rights or remedies on any third party, other than the parties to this Service Order and their respective successors and permitted assigns.
11. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*
12. Arrears/Defaulter. The Vendor certifies that as of the date of this Service Order, Vendor's company or Vendor is not in arrears to the City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City.
13. Standard of Conduct. The Vendor shall render all services under this Service Order according to generally accepted professional practices.
14. Termination.
 - A. For Fault. If the City Manager determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination.

ADDITIONAL BID INFORMATION REQUESTED

TEMPERATURE CONTROL, INC.

B. Professional Qualifications:

Per attached background, qualifications, experiences and licenses

C. Previous Experience:

Per Bid Summary and attached background, qualifications, experiences and licenses

D. Equipment to be Maintained: Per specification listing-

Hardy Deck 303 State Street

Hydronic snowmelt system including (3) Lars boilers
Suite A Heat pump/cooling system
Suite C heat pump/cooling system
Parking office heat pump/cooling system
Enforcement room heat pump

Old Town Deck 125 E. Eight Street

Hydronic snowmelt systems including (3) RGI boilers
Electric snowmelt system
(3) Sets Amana electric heaters and air conditioners in electrical room and both elevator rooms.

State Street Snow Melt System

Hydronic snowmelt system including (1) Raypak boiler

E. State Requirements for inspection and maintenance included:

Annual CSD-1 testing
Backflow preventer testing and certification

F. Maintenance program:

Per specifications listing

G. Hourly Rate for Licensed Journeyman:

\$109.50/hour (Maintenance Customer Discounted rate)

H. Availability of Replacement Parts and Lubricants:

Stock of normally required parts and lubricants on hand both in shop and on service vehicles; O.E.M. special order items normally available <24 hours.

I. Contact Person:

Temperature Control, Inc.
Natalie Rindisbacher, Dispatcher
1623 Northern Star Drive
Traverse City, MI 49696
(231) 922-1862 (Answered 24/7/365)

J. Response Time for Emergencies:

2 hours or less

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. GRAND TRAVERSE RESORT

Contact Person: JEFF HARRIS Telephone: (231) 938-2100

2. MEADOW BROOK MEDICAL CARE FACILITY

Contact Person: JOHN McCLEESE Telephone: (231) 533-8661 X-159

3. PARK PLACE HOTEL

Contact Person: TOM SHEEDLER Telephone: (231) 946-5000

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

2. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

3. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

Temperature Control, Inc.

Field Service Personnel

2016

<u>Technician</u>	<u>Trade</u>	<u>Date Started w/ Company</u>
Albright, Duanne	Plumbing Foreman	9/30/1996
Christie, David W.	Master Electrician	1/18/2000
Goff, Michael D.	Journeyman Electrician	10/6/2006
Lantz, Samuel J.	Plumbing Foreman	11/20/1996
Law, Michael J.	Senior Digital Technician HVAC Service Technician	7/17/1995
Law, Patrick T.	Digital & HVAC Technician	6/12/2000
McAdams, Brett M.	Journeyman Plumber	9/23/2009
Pescatello, Michael	HVAC Service Technician	9/21/2015
Powers, Joel A.	HVAC & Digital Technician	6/23/2008
Presley, Michael	M.E.S.T. Maint. Technician	12/7/2015
Short, Jeffrey A.	M.E.S.T. Maint. Technician	2/9/2015
Sturm, Frank J.	HVAC Service Technician	1/7/2008



The City of Traverse City
303 East State Street
Traverse City, MI 49684

May 10, 2016

Attn: Mike Helferich

Re: Inspection and Service Agreement to commence on May 16, 2016

Mike,

The following is our Inspection and Service Agreement designed to not only meet the maintenance requirements, but optimize the efficiency and performance of the HVAC equipment currently installed in your facility located at Hardy Deck, Old Town Deck & State St. snow melt Systems in Traverse City.

This Proposal provides the following:

- (2) routine, scheduled inspections per year
- Adjust equipment to maintain operating efficiency and reliability.
- Electronic Service History maintained for future reference and analysis
- Priority emergency service
- Preferred customer service rates Monday-Friday, 8:00 a.m.-5:00 p.m., overtime and weekends to be billed 1-1/2 times preferred rate.
- A competent, trained service technician will be assigned to your account

Total for Above Proposal	2016 - \$3060.00
	2017 - \$3152.00
	2018 - \$3247.00

Note:

- See attached equipment schedule and inspection services
- Customer agrees to all terms and conditions attached
- Agreement will be for a three year term with annual service order

The City of Traverse City:

D&W Mechanical:

By: _____

By: Shawn M. Wolf Sr

Title: _____

Title: Service Manager

Signature: _____

Signature: *Shawn M. Wolf Sr.*

Date: _____

Date: May 10, 2016

EQUIPMENT SCHEDULE

The following items of equipment are covered under this contract:

The City of Traverse City		J	F	M	A	M	J	J	A	S	O	N	D
Hardy Deck, 303 E. State St.													
2	Laars HH1200 Mighty Therm Boilers											X	
1	Laars HH1825 Mighty Therm Boiler											X	
3	AHU's w/electric heat					X						X	
3	Carrier Heat Pump Units					X						X	
7	Circulation Pumps											X	
	Snow melt controls											X	
1	Fresh Air Intake Filter/DDA Office					X						X	
1	Ductless Split- Enforcement Rm.					X						X	
Old Town Deck, 125 E. Eighth St.													
3	RBI Boilers											X	
3	Amana PTAC Units w/electric heat					X						X	
5	Circulation pumps											X	
	Snow melt controls											X	
1	Electric snow melt control											X	
State Street Snow Melt System													
1	Raypak Boiler											X	
1	Circulation Pump											X	
1	Snow melt control											X	

INSPECTION SERVICES

- Tighten all electrical connections
- Adjust and calibrate all operating controls
- Check refrigerant levels in all units
- Lubricate all moving parts, including bearings on all units and circulating pumps
- Align all motor pulleys and check belt tension
- Change belts during spring inspection
- Check amp draw and voltage on all motors
- Clean and adjust burners on all heating equipment
- Check heating operation including safety controls, ignition and pilot
- Check all boiler safeties in order to comply with State of Michigan ASME CSD-1, fill out report during Fall inspection
- Clean all evaporator and condenser coils as required

As a contract account of D&W Mechanical, The City of Traverse City is an especially valued customer and as such the listed sites are extended the following special considerations over non-contract customer:

- Priority service over non-contract customers during rush periods or whenever emergency service is required.
- Overtime and weekends to be billed at one and one-half times current rate. Our current first hour rate is \$119.00 per hour, each additional hour billed at \$89.00 per hour.
- Labor and repair parts will be billed at a ten (10%) percent discount.

After each service inspection, our service technician will meet with your management personnel to review the equipment operation and any recommended improvements. At your request, these recommendations will be separately quoted under the preferred arrangements listed above.

Replacement parts and labor outside of the preventive maintenance program are not included and will be billed as listed above.

Parts replaced will carry a one year warranty and labor will carry a 30 day warranty.

Replacement parts and lubricants are readily available through various suppliers.

Response time for emergencies will be within 2 hours of contact.

Contact person for service calls,
Robin Gildner – 231-941-1215

Service Manager
Shawn Wolf – 231-941-1215 / Cell 231-313-9943

GENERAL CONDITIONS

Under this contract, D&W Mechanical will inspect and perform preventive maintenance for the equipment listed in the attached Equipment Schedule. A competent, thoroughly trained service technician will be specifically assigned to handle your account.

The inspection service will be provided on each piece of equipment, as shown on the Equipment schedule. System changes or additions when required will be made only after a quotation for same has been submitted to and approved by customer.

This contract shall remain in effect until terminated by thirty (30) days written notice given by either of the parties. The term of this agreement is for a (3) year period with a maturity date of May 9, 2019.

It is further agreed that the inspection service price shall be adjusted yearly based on D&W Mechanical's prevailing costs of labor compared to the beginning of the previous year

All work under this contract shall be performed during our regular working hours unless otherwise specified.

It is agreed that D&W Mechanical shall be free to start and stop the equipment for reasonable periods and that customer will provide means of access to the equipment.

It is agreed that D&W Mechanical shall not be liable for operation of the equipment or for injuries to persons or damages to property, except those due to the negligent acts or omission of employees of D&W Mechanical and in no event shall D&W Mechanical be liable for consequential incidental damages. D&W Mechanical shall not be liable for any loss or damage or delay caused by acts of government, difficulties with workers, vendor strikes or shortages of material, fire or for any reason beyond D&W Mechanical's control.

Since the normal operation of the equipment is a function of the Owner, D&W Mechanical cannot be responsible for the failure of equipment, its controls, or for obsolescence. However, our inspection service, together with the recommended operation and any improvements, should result in satisfactory performance.

The owner agrees to pay in accordance with D&W Mechanical's payment term policy as stated on the back of all invoices.

This contract is subject to our determination upon our first seasonal inspection of the heat and air conditioning system that equipment is in good working order. Any repairs, parts, or incidentals required to correct the condition of any equipment deemed not in good working order at that time will be brought to your attention for a separate time and material work order, or as a firm quote in addition to prices listed in this agreement prior to coverage of the equipment in question.

Contractor - Please complete and return

BID SUMMARY

TITLE: HVAC Maintenance for Traverse City Parking System

DUE DATE: Tuesday, May 10, 2016, at 2:00 p.m.

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

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

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

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

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

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

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Contractor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Contractor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
 - i. The Natural Resources and Environmental Protection Act.

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

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

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

Contractor 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.

1. Annual cost for service as described: 2016 \$ 3060.⁰⁰ / 2017 \$ 3152.⁰⁰ / 2018 \$ 3247.⁰⁰

Submitted by:

Shawn Wolf Sr.

Signature

D & W MECHANICAL

Company Name

SHAWN WOLF SERVICE MANAGER

Name and Title (Print)

1266 INDUSTRY DR. STE A.

Company Address

231-941-1215

Phone

231-941-5007

Fax

TRAVERSE CITY

City,

MI

State,

49696

Zip

Sole proprietorship/partnership/corporation

MICHIGAN

If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. CRYSTAL MOUNTAIN RESORT

Contact Person: JASON BANCROFT Telephone: 231.534.7051

2. NORTHWESTERN MICHIGAN COLLEGE

Contact Person: DAN MURPHY Telephone: 231.632.1697

3. MERCATO NORTH & SOUTH, MONARCH MANAGEMENT

Contact Person: MARY KATHRYN ECKLER Telephone: 231.946.6014

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. N/A

Contact Person: _____ Telephone: _____
Services to be Performed: _____

2.

Contact Person: _____ Telephone: _____
Services to be Performed: _____

3.

Contact Person: _____ Telephone: _____
Services to be Performed: _____

**SERVICE ORDER SAMPLE
CITY OF TRAVERSE CITY
400 BOARDMAN AVE. – TRAVERSE CITY, MI 49684
(231) 922-4440**

STANDARD BLANKET CONFIRMING

The above number must appear on your invoice, packages and all shipping papers and correspondence.

**IMPORTANT
SHIP TO:**

TO:

PURCHASE ORDER

CONTRACT

SERVICE ORDER

If this is a service order or contract, refer to the provisions on the reverse side.

ORDER DATE		REQUISITION	TERMS	SHIPPING INSTRUCTIONS	DATE REQUIRED
QUAN.	UNIT	DESCRIPTION		UNIT PRICE	AMOUNT

SALES TAX EXEMPT – GOVERNMENT

AUTHORIZED SIGNATURE

DATE

INSTRUCTION TO VENDOR – SEND ALL INVOICES TO THE CITY TREASURER

400 Boardman Avenue, Traverse City, MI 49684. Service/Purchase Order No. and Department name must be shown on all documents. A separate invoice must be submitted for each Service/Purchase Order. Cash discount date will begin with receipt of invoice or goods whichever is later.

ADDITIONAL TERMS AND CONDITIONS:

**THE VENDOR, BY RENDERING SERVICE TO THE CITY OF TRAVERSE CITY (CITY),
HEREBY AGREES TO ALL PROVISIONS LISTED BELOW:**

1. Non-Discrimination. The Vendor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. A breach of this covenant may be regarded as a material breach of this Service Order.
2. Assignment. There shall be no assignment or transfer of this Service Order or any part thereof unless mutually agreed to in writing by both parties.
3. Venue. Any and all suits for any and every breach of this Service Order shall be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of MI.
4. Independent Contractor. The relationship of the Vendor to the City is that of an Independent Contractor. The Vendor and the personnel employed by the Vendor shall not be deemed to be agents or employees of the City, shall not hold themselves out as employees of the City and shall not be entitled to any fringe benefits the City affords its employees.
5. Required Insurance. (*If City named as additional insured*): The Vendor shall provide the City with an endorsement to its insurance policy stating that the City of Traverse City is named as additional insured and that a minimum of 10 days advance written notice will be provided in the event of cancellation; the Vendor shall also provide the City with an insurance certificate evidencing the required coverage. (*If City not named as additional insured*): The Vendor shall provide the City a copy of a certificate of insurance for any required insurance under this Service Order prior to performing any services. Such certificate shall provide that the City shall receive notice of any cancellation or material alteration in its coverage at least 10 days prior thereto. A breach of this provision may be regarded as a material breach of this Service Order.
6. Workers Compensation. The parties agree to maintain at all times while work is being performed under this Service Order, suitable workers compensation insurance pursuant to Michigan law and will, upon receipt of this Service Order, provide a certificate of insurance or copy of state approval for self-insurance to the City Manager.
7. Interpretation. This Service Order shall be governed by the laws of the State of Michigan both as to interpretation and performance.
8. Indemnification. The Vendor shall defend, indemnify and hold the City, its agents, officials and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees arising out of the performance of this Service Order which is caused in whole or in part by the Vendor's negligent, careless or intentional act or omission, or that of any agent, employee, or subcontractor of the Vendor. The Vendor shall not be obligated to indemnify the City for the City's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against them. The Vendor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.
9. Time. Time is of the essence in rendering the services described in this Service Order.
10. Third Party Beneficiaries. This Service Order confers no rights or remedies on any third party, other than the parties to this Service Order and their respective successors and permitted assigns.
11. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*
12. Arrears/Defaulter. The Vendor certifies that as of the date of this Service Order, Vendor's company or Vendor is not in arrears to the City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City.
13. Standard of Conduct. The Vendor shall render all services under this Service Order according to generally accepted professional practices.
14. Termination.
 - A. For Fault. If the City Manager determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the City Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination.

This provision for termination shall not limit or modify any other right to the City to proceed against the Vendor at law or under the terms of this Agreement.

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