
City of Traverse City

Office of the City Manager

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



May 2, 2025

Bidder:

The City of Traverse City will receive sealed bids in the Office of the City Manager, Second floor, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, 49684, until **Tuesday, June 3, 2025, at 10:00 AM** for the following:

**Hardy Electrical Service Upgrade
Hardy Parking Structure, 303 East State Street
(specifications attached)**

If the specifications are obtained from the City's website link at: [City of Traverse City Bids](#) it is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Bidder may also sign up to receive notifications when bids and RFPs are posted by sending an e-mail requesting same to ksheridan@traversecitymi.gov

The City of Traverse City reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder. Only the successful Bidder will be notified.

You must indicate on the outside of the sealed envelope that the bid is for the **“HARDY ELECTRIC SERVICE UPGRADE”**. You must submit **TWO (2) SEALED COPIES** of the bid to the City Manager's Office prior to the above-indicated time and date or the bid will not be accepted. Alternatively, emailed bids **will be** accepted. Please indicate in the subject line of your email that you are submitting a “Sealed Bid” together with the project description “Hardy Electrical Service Upgrade,” and submit your e-mailed bid to tcmanage@traversecitymi.gov **before Tuesday, June 3 at 10:00 AM.**

Please note that if you have previously submitted an informal quote, you will still need to submit a sealed bid prior to the date and time specified above in order to be considered. Please ensure that all requirements listed in the specifications are met. If you have any questions, please contact Parking & Mobility Director, Nicole VanNess before the bid is submitted.

PLEASE SUBMIT BID TO: Kim Sheridan, Purchasing Agent
400 Boardman Avenue, 2nd floor
Traverse City, MI 49684
tcmanage@traversecitymi.gov

**HARDY PARKING STRUCTURE ELECTRIC SERVICE UPGRADE
TRAVERSE CITY PARKING SERVICES
REQUEST FOR PROPOSALS**

1. HISTORY

The City of Traverse City issued an RFP to purchase and replace an end-of-life HVAC unit for the retail space at the Hardy Parking Structure. The retail space is an active restaurant. The RFP included a requirement for all equipment to be fully electric per the City Commission's Electrification Policy (Attachment B). The purchase was awarded to Team Bob's.

To support the new fully electric HVAC system, the electrical service must be upgraded. The City issued a RFB to hire an Electrical Engineering Firm to review the site, design the upgraded service, prepare the drawings, assist with the bid process to hire an electrical contractor. The City selected engineering firm is Nealis Engineering.

2. SCOPE OF SERVICES

The City of Traverse City is requesting bids from qualified electrical contractors to upgrade the electrical service at the Hardy Parking Structure as specified within the electrical engineering documents (Attachment A). The electrical upgrade will provide adequate service to power the new fully electric HVAC unit that will service the retail space in Suite A and B at 303 E State Street.

The City intends to select a qualifying contractor based on qualifications, ability, relevant experience, cost, work plans and time frame, possession of required licenses and insurance and other pertinent factors. This scope of services shall consist of upgrading the electrical service for the retail space for the installation of a fully electric HVAC system.

Hardy Parking Structure, 303 East State Street, Suite A/B

The work consists of the following:

- Procurement of all hardware required
- Installation and upgrade of electrical service equipment as specified in the electrical drawings (Attachment A)
- Acquiring all necessary permits required
- Communicating any questions or clarifications on electrical plans with Nealis Engineering
- Completing all work to get the electric service ready and be available for assistance while the new HVAC system is installed.
- Coordinating the HVAC installation to test for operability with Team Bob's.

3. MANDATORY PRE-BID MEETING

Any interested contractors submitting bids must attend a pre-bid meeting at which City of Traverse City Engineering and Parking Staff, Electrical Engineering Firm Nealis Engineering, and Team Bob's. The pre-bid will review the electrical documents (Attachment A) included in this request for proposals and conduct a tour of the facility. The pre-bid meeting is scheduled for **Tuesday, May 13, 2025 at 1:00 p.m.** and will be held at **303 East State Street, Suite C.**

4. REQUIREMENTS

The selected contractor (electrician) will be required to:

1. The contractor's work is a part of a larger project including other trades, and will be considered complete with the replacement HVAC system is fully operational.

2. The contractor is required to hold/attend a pre-construction meeting,
3. The contractor is required to coordinate all work with Parking Services and the India Garden Restaurant to have as little of disruption or outage as possible when work is being performed,
4. The contractor is required to remain engaged in the project through the installation of the HVAC by others and be available for questions, work revisions/amendments etc. until the project is complete and the HVAC system is ready for use and all punch list items are complete.

5. CONTRACT AND SERVICE ORDER

Prior to submission of the bid, Contractor shall make and shall be deemed to have made a careful examination of the site, any plans, specifications, Service Order as included herewith, and shall have become informed as to the location and nature of the proposed project, general local conditions and all other matters that may affect the cost and time of completion of the project.

The contractor must have all the required licenses and will be required to enter into a contract with the City for this work. All requirements of the service order must be met, including insurance and workers compensation insurance pursuant to Michigan state law.

Ignorance of conditions that now exist or that may hereafter exist, or of any conditions or difficulties that may be encountered in the execution of the work as a result of failure to make such examination or becoming so informed, will not be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all of the requirements of the Service Order, and will not be accepted as a basis for any claim for extra compensation or extension of time.

The bidder must provide a schedule of values with their lump sum bid for progress payments and for our understanding of how they bid the work. Due to unforeseen conditions the City may require a change order or add work to complete the project.

6. CHANGES TO WORK

The bidder acknowledges that the Owner may elect to make changes to the work that will be performed by the General Contractor or their subcontractors on a firm proposal basis or a cost-plus-fee basis. In the event, the bidder will perform or cause to be performed by his subcontractors, such work at net direct costs, not including premium time, the following will be added to direct costs for overhead and profit:

For additions or deletions to the contract, for work performed by the General Contractors' own forces, direct cost plus Ten (10%) percent.

For additions or deletions to the contract, for work performed by Subcontractors, subcontractors cost to the General Contractor plus Five (5%) percent.

7. TIMELINE

May 13, 2025 Pre-bid meeting

June 3, 2025 Bids Due

June 6, 2025 or June 27, 2025 Memo for City Commission packet submitted

June 16, 2025 or July 7, 2025 City Commission to consider and approve recommendation

8. INSURANCE

The Contractor is required to provide, prior to project beginning, and maintain at all times during this project, the following insurance. The insurance shall be contracted with a company licensed to do business in the State of Michigan and shall be subject to the approval by the City. Certified copies in duplicate, setting forth the limits and coverage, shall be furnished to the Purchasing Agent before commencing with any work. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under this service order shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City. The policy shall describe the project and provide coverage for the following terms:

A. Contractor's Commercial General Liability Insurance:

The Contractor shall procure prior to, and maintain during the life of the service order, Commercial General Liability Insurance on a "Per Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence including personal injury, bodily injury and property damage, naming the City of Traverse City as additional insured.

B. Workers Compensation Insurance:

The Contractor shall procure and maintain during the life of this service order, Workers Compensation Insurance Coverage in accordance with all applicable statutes of the state of Michigan.

C. Cancellation:

If any of the insurance is canceled, the Contractor and all subcontractors shall cease operations, and shall not resume until new insurance is obtained.

9. THIRD PARTY PARTICIPATION

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

10. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of the Contractor's work from

damage and shall protect all public and private property from injury or loss arising in connection with Contractor's work, and shall defend and save the City harmless from all such damages or injuries occurring because of Contractor's work.

11. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

12. SUBMITTAL OF BID

Each vendor shall sign the bid summary sheet giving vendor's name, address and status, that is, whether an individual, partnership or corporation.

Vendors shall be State of Michigan qualified in the type of work which is included in this request for bids. Bids are solicited only from those who will start work promptly after award is made.

The City reserves the right to accept any bid or to reject any or all bids; also to waive defects or informalities in bids should it deem it in the best interest of the City to do so.

Contractors should submit bids containing:

- A. Bid Summary Sheet.
- D. A statement of what the state requirements certificates are at this time, if applicable/
- E. A detailed list of equipment and parts covered and any exclusions.
- F. A statement of equipment warranty period and what the warranty includes (parts, labor, etc.)
- G. A statement regarding availability for replacement parts and projected project start and completion dates.
- H. Identification of a contact person to whom inquiries should be directed, with an address and telephone number.

INSTRUCTIONS TO BIDDERS

1. TIME FOR COMPLETION.

- A. The date of beginning and the time for completion are essential conditions of this contract. All work specified in the contract documents shall be completed within 90

calendar days as stated in the bid forms starting from the date specified in the Notice to Proceed. It is the intent of the City to have this project completed by December 31, 2025.

- B. Any bidder submitting a bid agrees that the time for completion of the project shall be considered as of the essence and, in case of acceptance of the bid, this provision shall be considered a part of the contract awarded to the bidder, with the further provision that the City shall be entitled to the fixed sum of liquidated damages, computed, for each and every calendar day delay in the completion of the work beyond the time of completion fixed in the contract and not caused by the City.
- C. Work hours for the electric service upgrade are available 7:00 a.m. - 8:00 p.m, Monday through Saturday, excluding City holidays, unless otherwise approved by the Parking Director. NOTE: The project will be suspended during the National Cherry Festival from June 25-July 7, 2025.

2. BID FORM SUBMISSION

The original bid form shall be signed and submitted in a sealed envelope or package to The **City Manager's Office** no later than **10 a.m. on Tuesday, June 3, 2025**. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked **Hardy Electric Service Upgrade Project**.

Alternatively, emailed bids will be accepted. Please indicate in the subject line of your email that you are submitting a "Sealed Bid" together with the project description "**Hardy Electric Service Upgrade Project**" and submit your emailed bid to tcmanage@traversecitymi.gov before **10:00 A.M on June 3, 2025**.

The bidder must fill in all blank spaces properly and bid on each item indicated on the bid form. All prices must be stated in numerals. The bids received will be compared on the basis of the summation of the products of quantities of items listed in the unit prices bid.

All writing shall be in ink or typewritten. The signature of the bidder shall be handwritten in ink.

Each bidder shall sign the bid giving bidder's name, address and status, that is, whether an individual, partnership or corporation. Bids by a partnership shall contain the full name of each partner and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

Bids by corporations shall be signed with the legal name of the corporation, and indicate the state of incorporation and by the signature and designation of the President, Secretary or other persons authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature.

A bid by a person affixing to his or her signature designation without disclosing his or her principal may be held by the bid of the individual signing.

Satisfactory evidence of the authority of the officer signing on behalf of the corporation may be required by the City.

Erasures or other changes shall be explained or noted over the signature of the bidder.

Bids which do not reference all addenda or which are not submitted on the prescribed forms may be considered informal.

Failure to submit a bid on the bid form provided shall be considered reason for rejection of the bid. Modifications or additions to any portion of the bid document may be reason for rejection of the bid. The City of Traverse City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive. As a precondition to bid acceptance, the City of Traverse City may request the bidder to withdraw or modify those portions of the bid deemed nonresponsive.

Only those items listed in the bid are pay items and any other work called for, either by plans or specifications, is classed as incidental, and the cost shall be included in other prices bid in the bid forms.

3. PRE-BID MEETING MANDATORY

A mandatory pre-bid conference will be held at 1:00 PM on Tuesday, May 13, 2025 at the Conference Room at 303 E State Street, Suite C. All interested parties are required to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Because the City of Traverse City considers the conference to be critical to understanding the bid requirements, attendance is mandatory in order to qualify as a bidder. Minutes of the conference will not be published.

4. PRE-CONSTRUCTION MEETING.

After the award of the contract by the City, a principal member of the Contractor's organization shall attend a pre-construction meeting to be held at a place and on a date mutually agreed upon. At this time, the requirements of the project, the Contractor's schedule of operations and construction methods, and the contract documents shall be delineated in order to obtain a mutual understanding of the overall construction program by the City staff, Nealis Engineering and Contractor.

5. TAXES.

A. Federal, State and Municipal Taxes: Each bid submitted shall include and the successful bidder shall be required to pay all taxes which are levied by federal, state or municipal governments upon labor, and for materials entering into the

work. The City reserves the right to require evidence of payment of such taxes prior to final payments.

- B. Michigan Sales Tax: In compliance with the regulations of the Michigan Sales Tax Commission, sales and use tax is to be included in the bid.

6. SUBSTITUTIONS.

- A. The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered unless it shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Engineer's decision of approval or disapproval of the proposed substitution shall be final.
- C. Where items or equipment and/or materials are specifically identified by a manufacturer's name, model or catalog number, only such specified items may be used in the base bid. Bidders desiring approval of the products not specified may submit data for the Engineer's consideration not less than ten (10) days prior to bidding. Contractors will be notified only by addendum of additional approved manufacturers.

7. ALTERNATIVE BIDS.

Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "Alternative Bid". Alternative bids will be deemed nonresponsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Traverse City.

No unsolicited alternates will be considered in awarding the Contract and the inclusion by the bidder of such alternates shall be considered an informality and the bid may be rejected.

8. EXPENSES INCURRED IN PREPARING BID.

The City of Traverse City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

9. NONCONFORMING TERMS AND CONDITIONS.

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid documents is subject to rejection as nonresponsive. The City of Traverse City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Traverse City of non-responsiveness based on the submission of nonconforming terms and conditions.

10. BID ACCEPTANCE PERIOD.

Any bid submitted shall be binding on the bidder for **60** calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

11. BIDDER CERTIFICATION.

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

12. INFORMALITIES AND IRREGULARITIES; REJECTION.

The City of Traverse City has the right to waive defects or variations of a bid from the exact requirements of the specifications. If insufficient information is submitted by a bidder with the bid for the City of Traverse City to properly evaluate the bid, the City of Traverse City has the right to require such additional information as it may deem necessary after the time set for receipt of bids. Information requested may include a copy of business or professional licenses or a work schedule.

The City reserves the right to accept any bid or to reject any or all bids; also to waive defects or informalities in bids should it deem it in the best interest of the City to do so. The City reserves the right to make awards in accordance with any of the bid items or any combination of the bid items, to reject any and all bids, and to waive any informality in bids, whenever such is in the interest of the City.

The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, who is not in a position to perform the contract, or respecting whom the facts as to business and technical organization, financial resources, plant or experience in the construction of comparable work justify such rejection.

13. ERRORS IN EXTENSION.

If the unit price and the extension price are at variance, the unit price shall prevail.

14. COLLUSION BY BIDDERS.

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The local government may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary contractors submitting a bid for the work.

15. DEPARTMENT.

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Michigan and that it is not an agent or a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Michigan.

16. ADDENDA.

- A. Please submit all questions to nvanness@traversecitymi.gov and jvanbrocklin@nealisengineering.com seven (7) days prior to bid due date.
- B. Addenda will be emailed to all who contracting companies who attended the pre-bid meeting to have received a complete set of bidding documents.
- C. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.
- D. No addenda will be issued later than four (4) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

17. DISCLOSURE BY CITY COMMISSIONER.

Pursuant to 1968 Public Act 317 a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract is required to publicly disclose their pecuniary interest prior to Awarding the Contract. A form is provided following the Legal Status of Bidder and shall be included with the bid.

Bidder - Please complete and return

BID SUMMARY

TITLE: HARDY ELECTRIC SERVICE UPGRADE

DUE DATE: Tuesday, June 3, 2025 10:00 AM

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

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

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

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

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

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

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

the opinion of the City indicates that the bidder is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:

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

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

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

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

1. Upgrade electric service per Nealis Engineering documents. Bids must include a schedule of values for lump sum bids for process payments and for the City to understand how work is being bid. Bids must include any additional costs for coordinating with Team Bob's on the HVAC installation. All fees related to labor and materials needed to complete the project must be included in the cost and must be provided in bid response. Bids must specify warranty period and extended warranty costs if applicable.

	One-time Cost
Lump Sum bid	
*Bid must include detailed list	\$_____
Total not-to-exceed cost of installation, testing, permits, and certificates	\$_____
Detailed list of not-to-exceed costs not included in above items	\$_____

Submitted by:

Signature

Name and Title (Print)

Phone

Fax

EMAIL ADDRESS:

Company Name

Company Address

City,

State,

Zip

Sole proprietorship/partnership/corporation

If corporation, state of corporation

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

1. _____

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. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

2. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____

3. _____

Contact Person: _____ Telephone: _____

Services to be Performed: _____