



June 2, 2022

Bidder:

Traverse City Light & Power (TCL&P) will receive sealed bids in the office of TCL&P, 1131 Hastings Street, Traverse City, Michigan, 49686, until **Tuesday, June 21, 2022 at 10:00AM EST** for the following project:

Construction Manager for TCL&P Customer Service Center
(specifications attached)

It is the sole responsibility of the Bidder to check the website for updates and addenda prior to the bid being submitted. Updates can be found using the following link: <http://www.tclp.org/Display/Items/RFPs>. Bidder may also sign up to receive notifications when bids and RFP's are posted by sending an e-mail requesting same to stvardek@tclp.org.

TCL&P 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 TCL&P.

TCL&P 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. If you desire, you may call for results.

You must indicate on the **outside** of the sealed envelope that the bid is for the "Construction Manager for TCL&P Customer Service Center."

You must submit **ONE (1) SEALED COPY WITH A SIGNED ORIGINAL AND ONE (1) ELECTRONIC COPY IN PDF FORMAT** of the bid to TCL&P prior to the above-indicated time and date or the bid will not be accepted. Telefaxed or E-Mail bids will not be accepted.

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.

Please direct ALL questions to:

Karla Myers-Beman, Controller
Traverse City Light & Power
231.922.4940 ext. 202
kmyersbe@tclp.org

PLEASE SUBMIT BID TO: Stephanie Tvardek, Scheduling & Operations Coordinator
Traverse City Light & Power
1131 Hastings Street
Traverse City, MI 49686



A. INTRODUCTION

TCL&P desires to retain the services of a qualified construction management firm to provide construction services for the renovation and addition to their existing Building 'D' for a new Customer Service Center. TCL&P is inviting you and other construction management firms to submit a proposal for the new Customer Service Center.

B. BACKGROUND

The new Customer Service Center will be approximately 2,900 SF, which includes 2000 SF of renovated space primarily in Building 'D' and a 900 SF new addition. Where the new Customer Service Center connects to the existing Building 'A' to the south, there is approximately 200 SF of renovation work involved for the transition to the existing structure. The Customer Service Center will include a new entry, a lobby/waiting area, (3) spaces for customer service representatives, (2) individual offices, equipment vault, restrooms, and a training/conference room. Primary access to the Customer Service Center will be from a new parking lot on the north side of Building 'D'. Exterior improvements include a new steel-framed canopy located at the entry supporting an array of photovoltaic panels above, outdoor paved patio, and new planting and vegetation. See attached Schematic Design Documents (Attachment A).

The selected firm will be required to work as an integrated team member with Cornerstone Architects and provide value added solutions throughout the design process. We expect the selected firm to make critical construction decisions that positively impact our project's investment. The selected firm will be required to have a construction process that ensures the project is completed on-budget and on-time with the highest degree of quality commercial construction.

C. PROJECT OBJECTIVES

The main objectives of the project will be to:

- Work with TCL&P and Cornerstone Architects in the design of the new Customer Service Center within the established budget and timeline parameters.
- Provide dedicated space for customer support services and operations through a renovation and addition to the existing Building 'D'.
- Create a renewed presence and primary entrance at the north side of the existing building.
- Incorporate and develop sustainable, energy-efficient elements into the design and construction of the new Customer Service Center.
- Develop a renovation approach that minimizes disruption of the TCL&P's services and operation during construction.

D. SPECIFICATIONS

1. Scope of Work

TCL&P is seeking a Construction Manager to perform the following:



- Work with project design team and TCL&P to develop an overall milestone project schedule.
- Review design documents and provide cost estimates at each phase of the design.
- Advise design team and TCL&P on constructability, value-engineering solutions, and site logistics as it relates to the established budget and time parameters.
- Prepare and organize bidding documents for bidding and conduct pre-bid and post-bid procedures as required.
- Oversee and manage construction through the duration of the project and assist with any warranty items after construction is complete.
- Provide all applicable permits for the renovation.
- Ensure compliance with all applicable laws.
- Perform demolition of existing structures as required for new construction.
- Perform all construction work and provide all materials required for the renovation of Building ‘D’ and building addition for the new Customer Service Center.
- Perform exterior cladding updates to existing Building ‘D’.
- Construction of new parking lot and entrance at north side, including EV and E-bike charging stations, solar powered lighting, and stormwater management as designed.
- Construction of new entry canopy with photovoltaic panel array mounted above. Evaluate the costs and constructability of canopy.
- Perform updates to exterior landscaping including new planting and vegetation, vegetated wall, and outdoor paved patio.
- Perform all cleanup operations at the completion of the project to make each space useable.

2. Construction Manager Qualifications

The intent of this RFP is to have the firms under consideration specifically address their firm qualifications and approach to renovation/addition projects. Please be sure to provide responses to the following in your bid:

Firm Qualifications:

- a. Your firm’s dollar volume of work per year for the past five years.
- b. Volume in work performed in the Traverse City market over the last five years (Market defined as within 45 miles of Traverse City)
- c. Note percentage of similar workload performed in the following manners:
 1. Lump Sum Bid
 2. Design / Build with Guaranteed Maximum Price (“GMP”)
 3. Cost Plus
- d. Please provide a list of related projects that include similar components which your office has in progress or has completed and include the following additional information.



1. Project name and location
 2. Completion Date, Project Status
 3. Type of Contract
 4. Architect Name and Contact Information
 5. Owner Name & Contact Information
- e. Has your firm been involved in a termination from a project for either convenience or cause? If so, please give a brief description.
- f. Over the past ten years, has your firm been a party to any lawsuits or arbitration due to nonperformance or contract disputes, etc. If so, give a brief description of each.
- g. Please provide your total bonding limit and current available bonding capacity.
- h. Please provide your company's current Insurance Experience Modification Rate ("EMR")
- i. Provide an organizational chart for your proposed project team structure. Identify and provide qualifications of the team that will be responsible including resumes for all project team members.

3. Project Approach – See Attachment B

Contract: AIA 133/134 CMc or TCL&P internal standard contract to be determined.

4. Project Schedule

The major milestones on the project schedule are currently projected to be: see attached Project Schedule (Attachment C)

- | | |
|-----------------------------------|-----------------------------------|
| • Contractor walk-through | June 7, 2022 2:00 pm |
| • Proposals due | June 21, 2022 10:00 am |
| • Interviews (if needed) | June 22, 2022 |
| • CM Selection | June 28, 2022 |
| • Design Development Complete | June 28, 2022 |
| • Construction Documents Complete | August 15, 2022 |
| • Bidding | August 15, 2022 – August 31, 2022 |
| • Board approval | September 13, 2022 |

5. Instructions to Bidders

- a. All bids must be submitted on the forms provided. Complete and return ONLY the following forms:
1. Section F – Iran Economic Sanctions Act
 2. Section H – Submission Form



3. Attachment B – Project Approach

Additional sheets may be used and submitted with the bid as needed.

- b. Please submit proposals (one signed original and one electronic copy in PDF format) **NO LATER THAN 10:00AM EST on Tuesday June 21, 2022** to:

Traverse City Light & Power
Attn: Karla Myers-Beman
1131 Hastings Street
Traverse City, MI 49686

- c. Successful Bidder invoicing will be completed on a monthly basis based on the work completed to date. All invoicing will be on a unit basis and will show the total bid unit quantity, completed units to date, amount billed to date, and current billing amount. Retainage in the amount of 10% of the work completed to date will be withheld until the project is completed in full.
- d. The Successful Bidder will submit all invoices directly to the Controller for payment. All invoices must show Traverse City Light & Power as the invoiced party.

E. INSURANCE REQUIREMENTS

The following insurance requirements must be met throughout the project:

- a. The Successful Bidder shall file with Traverse City Light & Power (TCL&P) satisfactory certificates of insurance prior to commencement of construction. The form, content and limits of such insurance, together with the insurer thereof in each case, shall be acceptable to TCL&P (Best rating of A or better.) Advance written notice will be given to TCL&P before any material modification, cancellation, or expiration of any policy covered thereby. Notice of policy material modification, cancellation, or expiration shall be made by certified mail to TCL&P.
- b. Should any of the insurance requirements stated herein be terminated by the Insurer, the Insurer will mail thirty days written notice to TCL&P. Failure to mail by the Insurer will not waive the obligation or liability of any kind upon the insurer affording coverage. These requirements must be stated on all certificates of insurance. Modifications of the standard cancellation clause is acceptable.
- c. All certificates shall list any exclusions which are nonstandard within the industry as they appear on the policy.
- d. Each insurance policy shall have an Additional Insured endorsement naming TCL&P, its officers, agents, directors, and employees (including the Engineer). The issuing company for comprehensive general liability and excess liability shall waive subrogation of all claims against parties named as additional insureds.



- e. The worker's compensation, automobile liability, and general liability insurance specified shall apply to all Successful Bidders on site.
- f. For insurance purposes, the title of ownership of the equipment, if any, furnished by the Successful Bidder shall remain with the Successful Bidder until official acceptance of the work by TCL&P.
- g. Insurance types and coverages:

1. Workers' Compensation: The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Successful Bidder shall provide a certificate of insurance or copy of state approval for self-insurance to TCL&P upon execution of this Contract.

2. Comprehensive General Liability Insurance Coverage: Naming the City Of Traverse City and TCL&P as additional insured's:

Limits for bodily injury or death not less than \$2,000,000 for each person \$2,000,000 for each incident.

This insurance must cover timber trespass

3. Owners and Successful Bidders Protective Liability Insurance Coverage \$2,000,000.00 minimum coverage.

The Successful Bidder agrees not to change such insurance and agrees to maintain such insurance throughout the period of performance of this Agreement. Successful Bidder will upon execution of this Agreement provide a certificate of insurance to the TCL&P Controller. Such certificate shall name TCL&P as an additional insured with the broad form endorsement for ongoing operations and completed operations on the insurance policies for general liability, excess liability, and Successful Bidder liability. Successful Bidder shall also provide Additional Insured Endorsement CG 20330413 or its equivalent. If any of the required insurance is not renewed or canceled, the Successful Bidder and all subSuccessful Bidders shall cease operations and shall not resume until new insurance is obtained. Successful Bidder shall obtain Third Party Notice Endorsement IL 79901010 for each required policy requiring the insurer to give Owner 30 days' notice of non-renewal or cancellation.

4. Comprehensive Automobile Liability Insurance Coverage: On all self-propelled vehicles used in connection with the contract whether owned, non-owned, or hired in the minimum coverage amount of \$2,000,000.

Property damage limit shall not be less than \$1,000,000 for each incident.



F. IRAN ECONOMIC SANCTIONS ACT

**Sworn and Notarized Affidavit of Compliance
Iran Economic Sanctions Act
Michigan Public Act No. 517 of 2012**

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the “Iran Economic Sanctions Act”) and attach this form to the bid. **Traverse City Light & Power shall not accept any bid that does not include this sworn and notarized certification of statement.**

The undersigned, the owner or authorized officer of _____ (the Bidder), hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract for the Construction Manager for TCL&P Customer Service Center, the Bidder will not become an “Iran linked business” at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of Traverse City Light & Power’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for 3 years from the date it is determined that the person has submitted the false certification.

BIDDER

By: _____
Its: _____
Date: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, _____, by

_____ .

_____, Notary Public
_____, County, _____
My Commission Expires: _____
Acting in the County of: _____



G. BID SUMMARY

Bidder – Please complete and return

TITLE: Construction Manager for TCL&P Customer Service Center

DUE DATE: Tuesday, June 21, 2022 at 10:00AM EST

Having carefully examined the specifications and any other applicable information, the bidder proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.

Bidder understands and agrees, if selected as the successful bidder, to accept a Contract from TCL&P and to provide proof of any required insurance.

Bidder submits this bid and agrees to meet or exceed all TCL&P's requirements and specifications unless otherwise indicated in writing and attached hereto.

Bid forms are to be completed and submitted. Additional sheets may be used and submitted with bid.

Bidder understands that TCL&P reserves the right to accept any or all bids in whole or in part and to waive irregularities in any bid in the best interest of TCL&P. The bids will be evaluated and awarded on the basis of the best value to TCL&P. Criteria used will include, but not be limited to, bidder/Successful Bidder's ability, qualifications, experience, price and overall capability meeting the needs of TCL&P. TCL&P is sales tax exempt – Government.

Bidder shall pay all sales, consumer, use and other similar taxes required to be paid by Bidder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the work.

The Bidder certifies that it is in compliance with the City of Traverse 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 TCL&P, 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.

Terms: Payment will be made as soon as possible after invoicing.

Bidder certifies that as of the date of this bid, Bidder's company or Bidder is not in arrears to TCL&P or 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 agrees that the bid may not be withdrawn for a period of thirty (30) days from the actual date of the opening of the bid.



H. SUBMISSION FORM

By submitting a response to this RFP you acknowledge that TCL&P may be required from time to time to release records in its possession under the Michigan Freedom of Information Act. By submitting a response, you hereby give permission to TCL&P to release any records or materials submitted by you as TCL&P may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Submitted by:

_____		_____		
Signature		Company Name		
_____		_____		
Name and Title (Print)		Company Address		
_____		_____		
Phone	Fax	City,	State,	Zip
_____		_____		
		Sole proprietorship/partnership/corporation		
_____		_____		
		If corporation, state of corporation		

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

Company Name

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

Attention

Street Address

City , State, Zip

Email Address



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

1.

Name of Organization

Contact Person

Phone Number

2.

Name of Organization

Contact Person

Phone Number

3.

Name of Organization

Contact Person

Phone Number