



## **Proposed Renovation of Aspen Parking Lot**

# **Request For Proposal (RFP)- Professional Services Associated to Civil Engineering**

Release Date: September 9, 2026

Proposals Due: September 24, 2026, 5:00PM

1701 E. Front Street  
Traverse City, MI 49686-3061  
231.995.1000 | 800.748.0566  
**nmc.edu**



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## 1. Project Background Information

Northwestern Michigan College (“NMC”) is seeking to partner with a civil engineering firm to design the renovation of NMC’s existing Aspen Parking Lot located at 1550 College Drive, Traverse City, MI 49686.

A Construction Manager at Risk (CMAR) will be hired to complete the renovation. The CMAR is anticipated to be hired within 30 days after selecting the Civil Engineering firm.

## 2. Project Description

The project consists of the complete renovation and upgrade of the existing Aspen Parking Lot located at 1550 College Drive, Traverse City, MI 49686. This parking lot serves two communities; visitors and guests of the Dennon Museum, and NMC student parking. There is a gate system that allows for expansion and reduction in the number of spaces needed for Dennon Museum based on projected museum guest demand.

Built in 1991 concurrently with the construction of Dennon Museum, the Aspen Parking lot is heavily used, often parked at full capacity. Aspen Parking Lot connects to College Dr. in two locations and also includes a loading dock for Dennon Museum. (See map attached)

This project will include:

- Tear out, re-grade, and replace the asphalt pavement of Aspen Parking Lot
- Evaluation and repair/replacement of drainage system
- New electrical connections for parking lot gates and lighting
- Data line for cameras and remote parking gate control

Alternate:

- Add hydronic heated sidewalk in front of Dennon Museum and the ADA parking spaces

## 3. Schedule

- Submissions due September 24<sup>th</sup> by 5pm
- Interviews (if requested/required) - begins September 25th
- Deliverables – 30 days after vendor selection (negotiable)

## 4. Deliverables

Full CDs for the primary request and the alternate.

## 5. RFQ Questions and Bid Submission

All questions and final bids must be submitted **by email or in writing**, and shall be addressed to the following Project Contact:

Laura Kingman, Facilities Project Manager  
Email: [kingman@nmc.edu](mailto:kingman@nmc.edu)  
Phone: (231) 995-1930

**Mailing Address:**

Attn: Laura Kingman  
Northwestern Michigan College  
1861 College Drive  
Traverse City, MI 49686

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**NMC reserves the right to waive any minor irregularities or informalities, and to accept or reject any and all proposals, to negotiate terms of a proposal with a successful vendor, to accept a proposal that is not the lowest cost, and/or to accept the proposal that is in the best interest of NMC.**

## 6. NMC Requirements

1.01. The requirements included in this proposal are complete. The representations made by NMC herein are accurate, true and complete to the best of our knowledge. NMC prefers to work with only one (1) contact person throughout the proposal process. Please appoint one (1) representative for your firm as your contact for NMC. This person will be responsible for all communications with NMC that relate to this Request for Proposal.

**Additionally, please note that all contact between your firm and NMC during the RFP period must be handled between your representative and the Project Manager listed in section 5. This requirement will be strictly enforced.**

1.02. Your final proposal must be completed and presented in its entirety. All conditions, terms, costs, charges and fees must be included in the proposal. Should NMC accept your proposal, any terms, conditions, costs, charges and/ or fees excluded from your proposal at the time of submission shall remain excluded and will become the responsibility of the winning bidder.

1.03. All proposals must be submitted in writing and must be signed by a representative who is duly authorized to make such representations to NMC on behalf of your firm. Your proposal will form the basis of a professional services contract with NMC and should include all services that, in your judgment, are necessary to meet the requirements of this proposal.

1.04. The requirements of this proposal are non-severable. In other words, they may not be separated for the purpose of bidding on a single part of the established requirements. If, in your judgment, NMC would be better served by a multi-vendor solution, you may offer that as an alternate proposal.

1.05. Northwestern Michigan College is a Michigan Constitutional corporation located in Traverse City, Michigan in Grand Traverse County, and is subject to the laws of the State of Michigan. Our official address and principal place of business is 1701 East Front Street, Traverse City, Michigan 49686.

1.06. Northwestern Michigan College is a tax-exempt institution, granted such status by the authority of the State of Michigan. Likewise, NMC is exempt from Federal Excise Tax (tax-free registry number 38-6027348) and Michigan General Sales Tax, under Public Act 167 of 1933 § 4, as amended. **DO NOT INCLUDE MICHIGAN SALES TAX OR ANY FEDERAL EXCISE TAXES IN YOUR QUOTATION.**

## SECTION 2 TERMS AND CONDITIONS

2.01. Your complete and entire response to this RFP must be received by the Project Contact in writing on bid date before 5:00PM. Return one (1) original and two (2) copies of your response to this RFP via US Postal mail or other suitable delivery service. Your response should include all requested and required information, as well as any supporting data needed to complete your response. Late responses and responses received by facsimile will not be considered. Bidders are solely

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responsible for confirming that their responses were received in a timely way. NMC will not pay for, reimburse, or otherwise accept any delivery charges incurred by bidders in connection with the RFP.

2.02. Questions, uncertainties, noted discrepancies and omissions regarding this RFP shall be reported immediately in writing to the Program Manager Contact. Should any reported issues require clarification, written instructions or an addendum to the RFP will be distributed to all potential bidders. NMC will not accept any responsibility for any oral interpretation of the requirements. Bidders should rely only on the written responses by the Program Manager. Questions submitted less than 48 hours prior to the due date for proposals cannot be responded to.

2.03. NMC reserves the right to solicit additional information from bidders to aid our determination of the bid that best meets the needs of NMC. If our request for additional information on a proposal is not met in a timely way, NMC reserves the right to reject the proposal as non-conforming.

2.04. NMC reserves the right to reject or accept any bids, in part or whole; select bidders whose proposals best meet the needs of NMC without respect to the lowest cost proposal; and negotiate terms of the proposal to ensure the best interests of NMC are met. NMC does not assume any contractual obligations or duties as the result of issuing the RFP. No employment relationship will be assumed between NMC and the successful bidder.

2.05. Bidders are not entitled to use NMC's name, service mark(s), trademarks or trade names without the express written permission of NMC.

2.06. By submitting a response to this RFP, bidders certify that no actual or potential conflicts of interest exist between the bidder and NMC under this agreement. Each bidder agrees to inform NMC immediately, should a change in conditions occur that would produce an actual conflict of interest or the appearance of a conflict of interest. Further, by submitting a response, bidder certifies that the bidder has neither provided any private inducements or consideration to any NMC trustee, officer, employee, or agent in return for favorable treatment with respect to the award of this proposal, nor accepted any private inducements or consideration from any College trustee, officer, employee or agent in connection with this RFP. Should any such unauthorized transactions be discovered, the bidder will be considered in breach of its agreement with NMC, and the agreement between the bidder and NMC is immediately void. Under these circumstances, NMC will cooperate fully with law enforcement to determine whether such a breach has violated any laws of the State of Michigan or the United States of America. This clause will survive the termination and/ or expiration of this agreement without respect to the cause or reason for a breach of this type.

2.07. NMC expressly states that the bidder is a provider, supplier or independent contractor of NMC and is not an agent, partner, or employee of NMC. The bidder is not entitled to wages, tax withholding, Workers' Compensation, unemployment compensation, or any benefits of employment extended to regular employees of NMC. The bidder is not an agent of NMC and may not bind NMC to any contracts or represent to anyone that the bidder has any such authority.

2.08. The laws of the State of Michigan shall govern the interpretation and performance of this agreement. Any action taken to enforce any provision of this agreement shall be brought in the appropriate court in the State of Michigan. All bidders, their successors or assigns expressly agree to bring any claims, demands, or actions asserted against the Board of Trustees of Northwestern Michigan College, its trustees, officers, employees or agents only to the Michigan Court of Claims. The bidder, its successors or assigns consent to the jurisdiction of the Grand Traverse Circuit County Court for the State of Michigan with respect to any claims arising under this agreement against Northwestern Michigan College.

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2.09. The bidder must comply with all applicable State and Federal OSHA laws, standards and regulations with respect to the performance of this agreement.

2.10. Intentionally Blank

2.11. Proposals may not be withdrawn for ninety (90) days from the time of issue. After ninety (90) days, proposals may be withdrawn by way of a written request directed to the Project Contact. Successor proposals may not be substituted for a withdrawn proposal. Withdrawal of a proposal constitutes disqualification from the bid process, should NMC not render a decision within ninety (90) days of the response due date.

2.12. Once the successful proposal has been determined and awarded, either party may withdraw from this agreement by giving the other party at least thirty (30) days' prior written notice of the termination date. Termination or cancellation of this agreement does not affect the collection, enforcement or validity of any accrued obligations between the bidder and NMC.

2.13. Once the successful proposal has been determined and awarded, modifications deemed necessary to correct errors found to be the sole fault of the bidder and to satisfy performance of the agreement shall be made expediently and at no additional cost to NMC. This clause will survive the termination and/ or expiration of this agreement without respect to the cause or reason for the error.

2.14. No information, report, etc. developed in connection with this RFP may be reproduced without NMC's prior written consent. No portion of this RFP may be reproduced without NMC's prior written consent.

2.15. The successful bidder must perform all work unless NMC specifically approves subcontracting in writing prior to the commencement of any work related to this RFP.

2.16. The successful bidder is an independent contractor, licensed and bonded as necessary, and is solely responsible for employment, acts, omissions, insurance, control and direction of its employees. The bidder agrees to indemnify and hold harmless Northwestern Michigan College, its trustees, officers, employees and agents from any and all damages, injury, loss, claims, demands, or causes of action in the event that the bidder fails or neglects to provide appropriate insurance coverage for its employees while working in performance of this contract at Northwestern Michigan College, including but not limited to payment of any claims.

2.17. Any personal injury to the bidder, its successors, assigns, employees, agents, subcontractors or third parties or any property damage incurred in the performance of this agreement shall be the responsibility of the bidder. The bidder agrees to restore or make whole any loss of or damage to the property of Northwestern Michigan College incurred during the performance of this agreement.

2.18. Bidder warrants that all equipment offered for sale to NMC are all new materials, genuine products of the chosen manufacturer, delivered in original packaging with all parts and manuals, able to be registered for warranty purposes by NMC, eligible for the full manufacturer's warranty period and warranted as described by the manufacturer. Materials that do not conform to this specification will be rejected by NMC and the bidder will be required to replace them with conforming materials at no additional cost to NMC.

2.19. Bidder agrees to accept NMC's standard payment terms, which are Net 30. All items on the bidder's response will be itemized, and all charges and discounts shall be clearly shown.

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2.20. All responses to this RFP become the sole property of NMC and are subject to Freedom of Information Act requests.

2.21. Bidder agrees to maintain insurance of the types and amounts described below. All insurance must be placed with insurance companies licensed to do business in the State of Michigan and who maintain an A.M. Best Rating of "A-" or better.

2.21.1. Commercial General and Umbrella Liability Insurance

A. PROFESSIONAL SERVICE PROVIDER'S LIABILITY INSURANCE AND PROFESSIONAL INSURANCE

1. Bidders shall secure and maintain Workers Compensation and Occupational Disease Coverage in accordance with the laws of the State of Michigan, including Voluntary Compensation and Broad Form All States Endorsements. Employees Liability Coverage shall be secured and maintained with a limit of liability not less than Five Hundred Thousand Dollars (\$500,000) each accident.
2. Bidders shall secure and maintain Commercial General Liability Insurance with a limit of liability of not less than One Million (\$1,000,000) combined single limit each occurrence and in the aggregate for Bodily Injury and Property Damage Coverage. The Commercial General Liability Policy shall include Broad Form Blanket Contractual Liability Coverage, Broad Form Property Damage Coverage, Personal Injury Coverage (with employee exclusion deleted), Independent Contractors Coverage and Completed Operations Coverage. Professional Services Provider shall also secure and maintain umbrella liability insurance coverage in the amount of Two Million Dollars (\$2,000,000).
3. Professional Services Provider shall secure and maintain Comprehensive Automobile Liability Coverage with a limit of liability of not less than One Million (\$1,000,000) combined single limit for Bodily Injury and Property Damage Coverage. The Automobile Liability Coverage shall include coverage for all owned, leased non-owned and hired automobiles.
4. Professional Services Provider shall secure and maintain Valuable Papers Coverage with a limit of liability of not less than One Million Dollars (\$1,000,000) covering "All Risk Perils" for damage to all drawings, specifications, plans, computations, sketches, test data, survey results, photographs, renderings or other paper or reproductions.
5. From and after the date hereof for a period of at least three (3) years following the date of Substantial Completion of the Project or in the event of "Claims Made" coverage until applicable statute of limitations expires, Professional Services Provider shall maintain in force a Professional Errors and Omissions insurance policy (the "Policy") insuring Professional Services Provider and any other professionals engaged by them with limits of insurance of at least Two Million Dollars (\$2,000,000.00) per claim and in the aggregate with respect to claims made against Professional Services Provider or other professionals engaged by them, for negligent acts, errors or omissions of or attributable to Professional Services Provider or other professionals engaged by them in the performance or service in connection with the Project, including prior acts, which amount shall not, however, be construed as a limitation of the liability of Professional Services Provider with respect to the services to be performed under or pursuant to this Agreement. The insurance herein provided may allow for a reasonable deductible of up to \$50,000 and in the event of any claim against Professional Services Provider or any other

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professionals engaged by them, Professional Services Provider shall be responsible for payment of the deductible amount in addition to all other liability of Professional Services Provider for the claim as herein provided.

B. CONSULTANTS' INSURANCE

Professional Services Provider shall require all consultants used by Professional Services Provider in connection with its Services to secure and maintain insurance consistent with Section A above (or as otherwise approved by Owner in writing) and carried for a period of at least 3 years or in the event of "Claims Made" coverage until applicable statute of limitations expires. Professional Services Provider shall cause Owner and Design-Builder (and such other persons or entities as Owner may reasonably designate) to be added as a named insured(s) on such policies, except under Sections A1 and A5 above.

C. POLICIES OF INSURANCE

Bidder shall cause Owner and CM (and such other persons or entities as Owner may reasonably designate) to be added as a named insured(s) as to such coverages described in Section A above, except under Sections A1 and A5 above. Professional Services Provider shall furnish Owner and Design-Builder with certificates of insurance evidencing that all insurance required in Sections A and B above is being maintained. Professional Services Provider shall provide Owner with renewal certificates not less than thirty (30) days prior to expiration of any coverage evidenced on the certificate of insurance. All policies described under Section A and Section B shall be Issued by carriers licensed in the State in which the Site is located and acceptable to Owner and shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to Owner. All policies of insurance procured by Professional Services Provider or its consultants shall be written as primary policies not contributing with, nor in excess of, coverages that Owner may carry. It is understood that insurance coverage described herein does not limit any obligations or liability of Professional Services Provider under the foregoing Agreement.

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7. Signature Page

THIS SIGNATURE PAGE MUST BE RETURNED TO ENSURE A VALID PROPOSAL. PROPOSALS SUBMITTED WITHOUT THIS SIGNATURE PAGE WILL BE RENDERED INVALID.

NORTHWESTERN MICHIGAN COLLEGE’S STANDARD TERMS AND CONDITIONS SHALL APPLY.

All responses to this RFP shall contain this signature page as a cover sheet, the complete and entire proposal, and any necessary documentation to support your proposal. Email, or otherwise staple or bind each copy of your proposal and return it to Laura Kingman, Project Manager by email or mail (see item #5, page 5).

**PROPOSAL:**

Please complete all information below

- Submit a fee for the services outlined in the RFP \$ \_\_\_\_\_
- Provide an hourly rate schedule for staffing on a separate sheet \$ \_\_\_\_\_
- Provide an estimate schedule for reimbursables on a separate sheet \$ \_\_\_\_\_
- Fixtures, Furniture and Equipment Specification & Coordination \$ \_\_\_\_\_

**TERMS:** NET 30

**E.I.N.:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE#:** \_\_\_\_\_

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