

CHEBOYGAN COUNTY
INVITATION TO BID
CHEBOYGAN COUNTY REID
BUILDING AND DHHS BUILDING
HVAC SYSTEM- DESIGN BUILD

July 2021



Cheboygan County
P.O. Box 70
County Building
Cheboygan, MI 49721

INVITATION TO BID CHEBOYGAN COUNTY REID BUILDING AND DHHS BUILDING HVAC SYSTEMS- DESIGN BUILD

PROJECT DESCRIPTION:

The project “CHEBOYGAN COUNTY REID BUILDING AND DHHS BUILDING HVAC SYSTEMS- DESIGN BUILD” Contractor may bid on one or both buildings.

1. Work Scope

The projects consist of design, supply and installation of HVAC systems to comply with performance specifications that will provide energy efficient mechanical system replacement/additions to the Reid Building and DHHS Building. Systems will be designed, replaced and/or added to for improved indoor air quality limiting the spread of airborne virus or other environmental hazards. The use of an HRV, ERV or other equipment to minimize heating and cooling costs and increase air quality is expected as part of design proposal. This project is funded by American Rescue Plan Act funds. The County identifies the following HVAC system improvements within the buildings are needed:

Doris Reid Building

Replace: 3 Furnaces
Upgrade: 1 cooling only unit to heating and cooling unit
Replace: 4 Air Conditioning Condensers
New Add: ERV Unit to Building

DHHS Building

Replace: 4 Boilers
9 Air Handlers
9 Air Conditioning Condensers
1 Heat Exchanger

2. Design Build:

Following selection as the successful bidder, the contractor shall provide to County specifications and materials used for performance review, permitting and project record documents. Contractor required to secure all necessary permits.

PROJECT LOCATION:

Doris Reid Building: 825 S. Huron Avenue, Cheboygan MI 49721
DHHS Building 827 S. Huron Avenue, Cheboygan MI 49721

PUBLIC OPENING:

Sealed bids will be received at:

Cheboygan County Administrators Office
Room 132
870 South Main
Cheboygan, MI 49721

Until **2:00 P.M.** local time, **Friday, September 24, 2021**, directly after which the bids will be publicly opened and read aloud.

EACH BIDDER IS REQUIRED TO VISIT THE SITE TO ENSURE UNDERSTANDING THE PROJECT(S) SCOPE. The contractor, by submitting the bid to the county acknowledges the sites have been inspected.

BASIS OF BIDS:

Bids are solicited on a Lump Sum basis for the work items specified.

BID WITHDRAWAL:

Withdrawal of any bid is prohibited for a period of 45 days after the actual date of opening thereof.

OWNERS RIGHTS:

Reservation of Rights. The OWNER reserves the right to: accept the bid (s) deemed to be in the best interest of the OWNER; award entire bid, split award of each building to different bidders, reject any and all bids; waive irregularities in the bidding process or in any bid; rebid all or part of a project; negotiate with any bidder for a reduced price, or for an increased price to include any alternates that the bidder may propose; reduce the scope of the project, and rebid or renegotiate with any bidder regarding the revised project; and defer or abandon the project. The OWNER also reserves the right to request supplemental information, if deemed necessary.

Disclosure of Bid Responses. All information in a bidder's proposal, including any attachments or exhibits, is subject to possible disclosure under the Michigan Freedom of Information Act. Any information submitted in response to the bid will generally be subject to disclosure at the time the bids are opened.

Project Contact. Darian Hughey, –
Cheboygan County Maintenance
Department Director 231-627-8804

**BID FORM CHEBOYGAN COUNTY
REID BUILDING HVAC SYSTEM DESIGN BUILD**

Lump Sum amount for the HVAC SYSTEM DESIGN BUILD:

Site Work Bid Amount:

Contractor to provide attached detail of HVAC equipment and

specifications designed and to be installed.

Lump Sum

Words: _____

Amount: _____

Contractor
Name:

Address:

Phone Number:

Fax Number:

e-mail address:

Authorized Signature:

Title:

Cheboygan County Reid Building
Invitation to Bid: HVAC SYSTEM DESIGN BUILD

**REID BUILDING
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Agreement made as the day of to be determined,

Between the Owner: Cheboygan County
870 South Main
Cheboygan, MI 49721

And the Contractor:

The project is: Cheboygan County Reid Building
825 S. Huron Avenue
Cheboygan, MI 49721

The Owner and Contractor set forth as below:

**ARTICLE 1
WORK OF THIS CONTRACT**

1. The Contractor shall execute the Work described in the Contract Documents.
- 1.1. Contract documents shall include the Invitation to Bid, design and specifications, detailed list of HVAC Equipment to be installed, performance and payment bonds if over \$50,000 of total project cost.
- 1.2. The Owner and Contractor may also amend this contract as follows: By written Agreement.
- 1.3. Duties shall be performed in a workmanlike manner. Upon completion of work, the County shall inspect the work and accept the work and ownership of material/ equipment when County is satisfied the work was performed and installed as required under this Agreement.

**ARTICLE 2
DATE OF COMMENCEMENT & SUBSTANTIAL COMPLETION**

- 2.1.1 The date of commencement is the date this contract is signed by both parties unless stated differently as follows: N/A.
- 2.1.2 The date of substantial completion shall be as stated in the Invitation for Bid as identified by contractor.

**ARTICLE 3
CONTRACT SUM**

- 3.1 The Owner shall pay the Contractor for the Contractor's execution of the Work the sum of:
\$
- 3.2 Application and Certification for Payment schedule will be due no later than the 25th day of each month and payment will be within (15) business days from approval of pay application.
- 3.3 This Contract is based on the "Bid for Lump Sum Contract" dated: **to be determined**, as submitted by: _____.

**ARTICLE 4
FINAL PAYMENT**

- 4.1.1 Final payment shall be made to the Contractor when the Work has been fully completed and the conditions of the Contract met according to the designated representative of the Owner.

**ARTICLE 5
ALTERNATES OR CHANGES**

5.1.1 State any changes or alternates, if any: NONE

**ARTICLE 6
OTHER CONDITIONS OR PROVISIONS**

6.1 A final walk through to verify completion of work as stated in contract documents will be done by the owner, and the contractor prior to final payment. Any items not in compliance with contract documents will require re-work at the contractor's expense before final payment will be issued.

6.2 Contractor hereby warrants to the County that the work to be performed under this Agreement shall be free of defects in labor and materials for a period of one (1) year from the date the County accepts the work. If a defect in labor or materials arises in connection with the work performed under this Agreement, the County shall notify Contractor of the defect in writing. Contractor shall then at its sole expense correct or repair the defect in a timely manner.

6.3 Upon completion of the work performed under this Agreement, Contractor shall transfer any manufacturers' warranties covering the material/ equipment installed to the County.

6.4 The parties hereby acknowledge and agree that Contractor is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of Contractor's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for Contractor or any of its employees or sub-contractor employees.

6.5 Throughout the time work is being performed under this Agreement, Contractor shall obtain and maintain public liability insurance in the sum of not less than ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) for damages relating to any one person or for damages relating to any one occurrence as well as specific insurance identified in attachment within RFP. This insurance policy shall name the County as an additional named insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County. Contractor shall provide notice of compliance with this insurance provision before beginning the work to be performed under this Agreement.

6.6 Contractor shall indemnify and hold harmless the County, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.

6.7 Contractor shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.

6.8 Any notice required under this Agreement by either party shall be in writing to the party to be so notified and sent by certified mail, return receipt requested, to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.

6.9 This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.

**ARTICLE 7
CIVIL RIGHT ACTS COVENANT**

7.1 The contractor must comply with the requirements of 1976 PA 453 (Elliott-Larsen Civil Rights Act) and 1976 PA 220 (Persons with Disabilities Civil Rights Act), as amended.

7.2 Contractor and his sub-contractors agree 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, natural origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant will be considered as a material breach of the contract.

ARTICLE 8

DISPUTE RESOLUTION

8. Initial decision maker: As agreed to by both parties

ARTICLE 9

TERMINATION OR SUSPENSION OF THE CONTRACT

9.1 Termination by the Contractor

9.1.1 The Contractor may terminate the contract if the work is stopped for a period of 30 consecutive days through no act or fault of the contractor or a subcontractor, sub-subcontractor or their agents or employees or any other person or entities performing portions of the work under direct or indirect contract with the Contractor, for any of the following reasons:

- 1. Issuance of an order of a court or other public authority having jurisdiction that requires all work to be stopped;
- 2. An act of government, such as declaration of national emergency that requires all Work to be stopped;
- 3. Because the owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification, or because the Owner has not made payment on a Certificate of Payment within the time state in the Contract Documents.

9.2 Termination by the Owner

9.2.1 The owner may terminate the Contract if the Contractor

- 1. Refuses or fails to supply enough properly skilled workers or proper materials.
- 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors
- 3. Disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authority; or
- 4. otherwise is guilty of substantial breach of a provision of the Contract documents.

ARTICLE 10

GOVERNING LAW

10.1 The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.

ARTICLE 11

ENTIRE AGREEMENT

11.1 The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.

ARTICLE 12

SEVERABILITY

12.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

OWNERS REPRESENTATIVE

signature _____

printed name _____

title _____

CONTRACTOR

signature _____

printed name _____

title _____

**BID FORM CHEBOYGAN COUNTY
DHHS BUILDING HVAC SYSTEM DESIGN BUILD**

Lump Sum amount for the HVAC SYSTEM DESIGN BUILD:

Site Work Bid Amount:

Contractor to provide attached detail of HVAC equipment and

Specifications designed and to be installed.

Lump Sum

Words: _____

Amount: _____

Contractor
Name:

Address:

Phone Number:

Fax Number:

e-mail address:

Authorized Signature:

Title:

Cheboygan County DHHS Building
Invitation to Bid: HVAC SYSTEM DESIGN BUILD

**DHHS BUILDING
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Agreement made as the day of to be determined,

Between the Owner: Cheboygan County
870 South Main
Cheboygan, MI 49721

And the Contractor:

The project is: Cheboygan County DHHS Building
827 S. Huron Avenue
Cheboygan, MI 49721

The Owner and Contractor set forth as below:

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WORK OF THIS CONTRACT**

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- 1.1. Contract documents shall include the Invitation to Bid, design and specifications, detailed list of HVAC Equipment to be installed, performance and payment bonds if over \$50,000 of total project cost.
- 1.2. The Owner and Contractor may also amend this contract as follows: By written Agreement.
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6.4 The parties hereby acknowledge and agree that Contractor is performing the services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the County. As a result of Contractor's status as an independent contractor, the County shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for Contractor or any of its employees or sub-contractor employees.

6.5 Throughout the time work is being performed under this Agreement, Contractor shall obtain and maintain public liability insurance in the sum of not less than ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) for damages relating to any one person or for damages relating to any one occurrence as well as specific insurance identified in attachment within RFP. This insurance policy shall name the County as an additional named insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County. Contractor shall provide notice of compliance with this insurance provision before beginning the work to be performed under this Agreement.

6.6 Contractor shall indemnify and hold harmless the County, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.

6.7 Contractor shall not assign this Agreement to any other person or entity without first obtaining the written consent of the County.

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- 1. Issuance of an order of a court or other public authority having jurisdiction that requires all work to be stopped;
- 2. An act of government, such as declaration of national emergency that requires all Work to be stopped;
- 3. Because the owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification, or because the Owner has not made payment on a Certificate of Payment within the time state in the Contract Documents.

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- 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors
- 3. Disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authority; or
- 4. otherwise is guilty of substantial breach of a provision of the Contract documents.

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10.1 The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.

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11.1 The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.

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12.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

OWNERS REPRESENTATIVE

CONTRACTOR

signature _____

signature _____

printed name _____

printed name _____

title _____

title _____

ATTACHMENT
Supplemental Requirements and Information

A. Insurance Required:

The CONTRACTOR shall purchase and maintain such insurance as will protect Cheboygan County from liability for claims set forth below, which may result from the contractor's operation under the contract with the County, whether such operations be conducted by the contractor or any subcontractor working for the consultant, or by any person directly or indirectly employed by the contractor and/or sub-contractor, or anyone for whose acts they may be liable.

1. Claims under workers compensation, disability benefit and other similar employee benefit acts or policies.
2. Claims for damages because of bodily injury, sickness or disease or death of any person or persons.
3. Claims for damages insured by usual personal injury liability coverage, which are sustained by (1) any person as the result of any offense directly or indirectly related to the employment of such person by the consultant, or (2) any other person.
4. Claims for damages other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
5. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or operation of any motor vehicle.
6. Claims for damages arising out of the performance of professional services caused by any errors, omissions or negligent acts. Minimum \$350,000.

The liability required shall include Contractual Liability applicable to consultants' obligations.

Certificates of Insurance acceptable to the owner shall be filed with the County prior to commencement of the work. Said certificates shall contain a provision that coverage afforded there under shall not be cancelled until at least thirty (30) days prior written notice has been provided to the owner.

B. Incurring Costs:

Cheboygan County shall not be liable for any costs incurred by contractor prior to approval and issuance of a contract, and then only for such costs incurred as are therein stipulated.

C. Project Control:

The contractor shall perform the work under the direction of the County Administrator.

D. Independent Contractor Status:

1. The contractor shall enter into a written contract with the County specifying the parties' respective rights and obligations in connection with the services to be performed by contractor. The terms of the written contract shall be mutually acceptable to both parties.