



Bid Documents

Project name: The Wex Capital Improvements

Project Number: RP19-0079

Bid Publication Date: Thursday, February 4, 2021

Bid Submittal Deadline: Wednesday, February 24, 2021 at 2:30 p.m.

Submit in person to: Wexford County Administration Office
2nd Floor, Wexford County Courthouse

Or by mail to: Wexford County Administration Office
437 E. Division St., Cadillac, MI 49601

Site Address:
Wexford County Civic Center
1320 N. Mitchell Street
Cadillac, MI 49601

Grantee:
Wexford County
437 E. Division St.
Cadillac, MI 49601

Authorized Representative:
Janet Koch, County Administrator
437 E. Division St.
Cadillac, MI 49601
231-779-9453 | jkoch@wexfordcounty.org

Engineering Consultant:
Nealis Engineering
830 Cottageview Dr., Suite 102
Traverse City, MI 49684
231-933-0510

Prime Professional:
Scott Peedle, PE 6201052572
8199 Hagstrom Lane
Cadillac, MI 49601
231-388-0119 | scottpeedle@hotmail.com

Mr. Peedle is responsible for the planning services necessary for the design and construction of the project. His responsibilities include development of project specifications, review of project submittals, and general construction oversight



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Description of the Project:

Wexford County has received a Recreation Passport Grant from Michigan's Department of Natural Resources for an HVAC System Upgrade at the Wexford Civic Center, known locally as the "Wex." The Wex, a County-owned facility, is the only venue in the greater Cadillac area that offers a 20,000 square foot indoor multi-functional facility, as well as the only ice rink in the area. The non-profit Boon Sports Management (BSM) took on management of the facility in 2014.

BSM developed a capital improvement plan for the aging facility, which identified a new HVAC system as a primary need. Providing a new HVAC system to replace the 1970s original units is necessary to continue providing quality recreation opportunities during all weather and seasonal conditions.

Therefore, Wexford County is seeking bids from qualified firms, on a competitive basis, for an upgrade of the Wexford Civic Center HVAC System.

1. **Bid Submittal:** Bids must be delivered in a sealed envelope that is marked with the bidder's name and the words "Wex HVAC System Bid." Any bid received after **2:30 p.m. on Wednesday, February 24, 2021** will not be opened. Proposals must be signed by an official authorized to bind the firm to its provisions.
2. **Bid Opening/Award:** Bids will be publicly opened at **3:00 p.m. February 24, 2021**, in the 2nd floor lobby of the Historic Courthouse. A final decision regarding project award by the Wexford County Board of Commissioners is anticipated on **Wednesday, March 3, 2021**. The County reserves the right to postpone the bid opening for its own convenience.
3. **General Scope of Work:** Bid responses shall include all charges for delivery, labor, materials, design, equipment, services, and incidental costs such as permits and disposal fees that are necessary to complete the project as required. All proposals will remain in effect for at least 120 days to allow for review/approval by the Wexford County Board of Commissioners and then remain firm for the length of the contract from date of award by the Board of Commissioners.
4. **Time of Completion:** The bid must contain an estimated start date and an estimated completion date of the project. The estimated project completion date will be a consideration in the awarding of contract.
5. **Licensing and Permitting:** Contractor must hold any appropriate licenses and is responsible for obtaining the permits necessary to complete the work. The bid must include cost of obtaining such permits and all labor necessary to complete the project.
6. **Pre-Bid Site Visit:** If bidder did not attend the site visit of September 9, 2020, a pre-bid site visit is mandatory to be considered a qualified bidder. Site visit can be scheduled by contacting the owner's Authorized Representative.
7. **Bid Default:** In case of default by the bidder or contractor, Wexford County may procure the articles or services required by this agreement from other sources and hold the successful bidder responsible for any excess costs.
8. **County Liability:** Officers, agents and employees of Wexford County will not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected firm agrees to indemnify, defend and save harmless, the County, its officers, agents and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from these bid documents. These same standards will apply to subcontractors of the selected firm. The County will be relieved from all risks of loss or to equipment or personnel, except when such loss or damage is due to the fault or negligence of the County.

9. **Bid Submittal Requirements**

- 9.1. Plans and Specifications: Bids must be submitted using the most recent Plans and Specifications, which can be viewed on the Wexford County website at <https://wexfordcounty.org/>
- 9.2. Addendums: Any and all addendums will be placed on the County's website. To be notified of addendums to the bid specifications, contact the County Administration office at 231-779-9453 or administration@wexfordcounty.org and provide an email address.
- 9.3. **Proof of Insurance:** The successful bidder agrees to provide proof of insurance as follows:
 - 9.3.1. Workers Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 9.3.2. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1 million per occurrence and aggregate. Coverage shall include the following extensions: (a) Contractual Liability Coverage; (b) Products and Completed Operations Coverage; (c) Independent Contractors Coverage; (d) Broad Form General Liability Extensions or equivalent, if not already included.
 - 9.3.3. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1 million per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - 9.3.4. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: Wexford County, all elected and appointed officials, all employees and volunteers, all boards, commissioners, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Wexford County as additional insured, coverage afforded is considered to be primary and any other insurance Wexford County may have in effect shall be considered secondary and/or excess.
 - 9.3.5. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that a ten (10) day notice for non-payment of premium is required and a thirty (30) day notice is required for non-renewal, reduction, and/or material change, shall be sent to: County Administrator, Wexford County, 437 E. Division St., Cadillac, MI 49601.
 - 9.3.6. Proof of Insurance Coverage: The Contractor shall provide Wexford County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements.
- 9.4. **Surety Performance Bond:** As required by Michigan law (the Michigan Contractor's Bond for Public Buildings or Works Act, Public Act 213 of 1963), the contractor whose bid is accepted must provide a performance bond at its own expense with a company acceptable to the County in the full amount (100%) of the award. The bond shall be made payable to Wexford County. NOTE: Performance Bond will only be required if the awarded bid for this project is \$50,000 or greater.

All bidders shall include a letter from their bonding agent (labeled Exhibit A) and submit it with their bid documents, indicating that upon award of the contract, they will be able to secure required insurances plus a performance bond and maintenance and guarantee bond.

The performance bond shall serve as security for the faithful performance of this contract including any maintenance or warranty provisions and for the payment of all persons performing labor or furnishing materials in connection with this contract. Premiums for the performance bond shall be paid by the contractor.

If at any time the County shall be dissatisfied with any surety or surety bond or performance bond, or if for any other reasons such bond shall cease to be adequate security for the County, the contractor shall within ten (10) days after notice from the County to do so, substitute an acceptable bond in performance and sum and signed by other sureties which are acceptable to the County. The premiums on such substitute bond shall be paid by the contractor.

The performance bond shall remain in full force and effect during the life of the contract and during the term of any warranty or maintenance required by the specifications. The contractor may not commence work until the performance bond has been received and approved by the County.

9.5. **Surety Payment Bond:** If subcontractors are to be used on the project, Contractor must provide a Materials & Labor Payment Bond insuring that the Contractor's subcontractors will be paid according to their subcontract.

9.6. After a contract has been negotiated and signed by both parties, the project may start immediately.

10. Questions: Any questions regarding the bid specifications shall be directed to Scott Peedle, Prime Professional, at 231-388-0119 or scottpeedle@hotmail.com.

Questions regarding the bidding documents shall be directed to Janet Koch, County Administrator and Authorized Representative, at administration@wexfordcounty.org or 231-779-9453.

All questions must be asked before 5:00 pm Thursday, February 18. All questions and accompanying responses will be tabulated and emailed to those who signed up to receive addenda (see section 9.2) on Friday, February 19.

Contact with personnel of Wexford County other than the above stated persons regarding these bid documents will be considered grounds for elimination from the selection process.

11. Acceptance and Rejection of Bids: The Contractor chosen by Wexford County, and all sub-contractors, shall not discriminate against any worker, employee, or applicant for employment because of race, color, religion, height, weight, marital status, national origin, ancestry, sex, age, (except where requirements as to age is based upon a bona fide occupational qualification), or disability (that is unrelated to the individual's ability to perform duties of a particular job or position) pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliot-Larsen Civil Rights Act). In addition, the Contractor chosen by Wexford County, and all sub-contractors, must comply with all requirements of 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended.

Wexford County reserve the right to reject any or all proposals, or any part thereof, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.

Wexford County also reserves the right to reduce or eliminate this purchase without prior notice, and to issue post-bid addendums to clarify or request additional information including pricing.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by County, the successful bidder will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such bid proposal, provide proof of insurance and enter into a contract to furnish labor, equipment, and tools necessary to completely execute the work at the pricing provided in the attached cost proposal.



Wexford County BID SUBMISSION FORM

Project name: The Wex Capital Improvements Project Number: RP19-0079

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**Submit in person to: Wexford County Administration Office
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1. Wexford Civic Center HVAC Project Base Bid (required) \$ _____

Includes, but is not limited to, the following:

- Provision and installation of four (4) 20 ton 460/3 phase rooftop units, 8000 CFM
- Provision and installation of all associated curbing and structural support, temperature controls, gas piping, electric service and ductwork as indicated in the plan sheets

2. Alternate Bid Item #1 (required) minus \$ _____

Deduct bid item for leaving all existing air handling and in place, see plan sheet MD-1.

3. Alternate Bid Item #2 (required) minus \$ _____

Deduct bid item wherein only three (3) of the roof top units will be installed. Eliminate RTU-4 and all labor and equipment associated with the installation of RTU-4, including circuit breaker, conduit, and circuitry (wiring) from new panel #G to RTU-4. See plan sheet M1.

4. Alternate Bid Item #3 from plan sheet M1 is not a part of this project.

5. TOTAL BID \$ _____

6. Estimated start date _____

Estimated completion date _____

Contractor Information:

Company Name _____ Office phone _____

Address _____ Cell phone _____

Email _____

Typed or printed name and title of official authorized to find the firm to the provisions of the bid documents

Signature of official authorized to bind the firm to the provisions of the bid documents.

Date _____

Failure to complete this form may be considered grounds for elimination from the selection process.