

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

HVAC MAINTENANCE AND REPAIR

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____
Project Name: _____
Firm's Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail Address: _____
Postal Address: _____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: March 5, 2013

NOTICE TO BIDDERS

The City of Portage will open sealed bids on March 27, 2013 at 3:00 p.m., prevailing local time in the City Hall Conference Room #3 at 7900 South Westnedge Avenue for:

COMPREHENSIVE FIXED COST HVAC MAINTENANCE AND REPAIR

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: HVAC Maintenance and Repair

FOR OPENING: March 27, 2013

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website www.portagemi.gov/government. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

A mandatory pre-bid meeting is scheduled for March 20, 2013 at 10:00 a.m. in the City of Portage Department of Parks, Recreation, and Public Services Conference Room, 7719 S. Westnedge Avenue. Interested bidders will have the opportunity to tour and visually inspect city facilities and HVAC equipment.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534. If you have questions regarding the specification, please contact Rod Russell, Deputy Director of Fleet & Facilities at (269) 329-4441.

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.4. Bid Form

1.4.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.4.2. Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. Bids submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

1.4.3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.5. Nondiscrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire,

tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.6. Bids Submitted via Facsimile Equipment

1.6.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Bid _____ for opening _____”
Bid Name Date

1.6.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.6.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier's check is elected to meet the proposal guaranty/bond requirement, the cashier's check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.6.4. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.

1.7. Contractor's Insurance

The successful bidder will also be required to furnish:

1.7.1. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.

1.7.2. Comprehensive General Liability Policy of at least \$1,000,000 for personal injury and property damage.

1.7.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.

- 1.7.4. Umbrella or Excess Liability of at least \$2,000,000, which shall be in excess to both Comprehensive General Liability and Comprehensive Automobile Liability.

The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy and shall apply to both the general liability, and to the automobile liability insurance of the Contractor

- 1.7.5. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.

- 1.7.6. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The certificate of insurance must contain the following statement:

- 1.7.7. THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation). It is understood and agreed that by naming the City as additional insured, coverage afforded is considered to be primary and any other insurance the City may have in effect shall be considered secondary and/or excess.

- 1.7.8. The certificates of insurance indicated above shall carry a written notice of and must be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.

- 1.7.9. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

1.8. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of

whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

1.9. Qualifications of Bidders

Bids will be considered only from responsible bidders engaged in the performance of building service contracts comparable to those described in the attached specifications. Each bidder shall submit at least three (3) references for whom the bidder has performed furnace and air conditioning inspection and maintenance services.

The Contractor shall use trained personnel directly employed and/or supervised who are qualified to maintain all systems specified. All work performed by this personnel shall be scheduled during the City's regularly scheduled working hours unless mutually agreed upon by the Contractor and the appropriate building representative.

1.10. Default

The City may, by fifteen (15) days written notice to the Contractor, terminate the contract in whole or in part if 1) the Contractor fails to perform the services within the time specified, 2) the Contractor fails to make progress as to endanger performance of the contract in accordance with its terms, 3) the Contractor fails to perform any other provisions on the contract, or 4) if a termination is caused by conditions reasonably beyond the City control, including but not limited to wars, strikes, fires, work stoppages, floods, embargoes, and unavailability of materials or funds.

1.11. Contract Manager

The Contract Manager will be the Deputy Director of Fleet & Facilities. The person currently in that position is Rod Russell.

1.12. Contract Period

The contract resulting from this solicitation shall be in effect for a basic two (2) year period beginning on the date of execution subject to the availability of funds.

1.13. Renewal Option

The contract may be renewed for two additional 1-year periods at the sole discretion of the City.

1.14. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest **Grand Total** bid is determined by the City to be in the best interest of the City. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

1.15. Proposal Guarantee

Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Bids offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Bidders, except the three lowest, will be returned promptly after the canvass of Proposals.

1.16. Performance and Labor & Material Bonds

The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the contract amount; said bonds shall be secured from an insurance company satisfactory to the City.

2. **SPECIFICATIONS** – Read these specifications carefully. All items listed are required. Failure to comply with any of the following shall be construed to be grounds for contract termination. The Contractor shall at all items perform the work scheduled and specified in a workmanlike manner, so that at all times each heating and/or air conditioning system shall operate at full and efficient capacity. All equipment shall be clean and free of dust, debris and dirty film.

2.1. COMPREHENSIVE FIXED COST/EQUIPMENT REPLACEMENT MAINTENANCE PROGRAM

Bidders are encouraged to prepare a bid for each building for a comprehensive fixed cost/equipment replacement maintenance program in which the contractor will initiate, schedule, administer, and monitor the HVAC equipment.

Service activities are to be directed and scheduled on a regular basis based on manufacturers' recommendations, equipment location, application type, and run time.

The contractor will inform the City Contract Manager of the program's progress and results on a continuing basis using a detailed service report, which shall be presented after each service call.

The contractor will provide the following maintenance services for each building's mechanical systems, as listed in Section 3.

2.1.1. Testing and Inspections

Contractor will provide labor, travel and related expenses required to visually inspect and test equipment to determine operating condition and efficiency. Contractor will test and inspect all mechanical systems.

2.1.2. Preventive Maintenance

Contractor will provide labor, travel required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper condition and efficiency. Typical activities will include cleaning, aligning, calibrating, tightening, adjusting, lubricating and painting for corrosion control.

2.1.3. Repair and Replace

Contractor will provide labor, travel and parts procurement required to repair or remove and replace broken, worn and/or doubtful components and or parts, as determined by City staff and vendor representatives.

2.1.4. Trouble Calls

Contractor will provide labor and travel, including overtime, required for unscheduled work resulting from an abnormal condition.

2.1.5. Components, parts and supplies

The contractor shall bear the cost of components parts and supplies required to keep the equipment operating properly and efficiently.

2.1.6. Response Time

Contractor shall respond within four hours of a trouble call.

2.2. Maintenance Schedule:

As a guideline, the services listed below were provided in the past approximately four times a year. The services listed are not intended as an all-inclusive requirement. Rather, the list is provided as a courtesy to interested bidders as a guideline to HVAC services currently being provided.

The Contractor shall perform maintenance as is necessary and applicable in the judgment of the Contractor to keep the HVAC systems operating properly. Equipment and locations are referenced in Section 3.

2.2.1. April

- 2.2.1.1. Air condition startup
- 2.2.1.2. "Megger" test of motor wings, check for freon gas, and oil leaks.
- 2.2.1.3. Acid test of compressor oil.
- 2.2.1.4. Electrical security and inspection of all electrical components. This includes security in the main breaker panels.
- 2.2.1.5. Check operation of compressors with unloaders. Check operation of expansion valves and total system performance.
- 2.2.1.6. Replace filters, check belts, and lubricate bearings. Clean mechanical equipment to keep free of dust, debris and film buildup.
- 2.2.1.7. Check all motor amp draws.
- 2.2.1.8. Check calibration of controls including room thermostats.
- 2.2.1.9. Lubricate Vortex dampers.
- 2.2.1.10. Clean condensate drains.
- 2.2.1.11. Shut down humidifier.
- 2.2.1.12. Analyze the oil in the air conditioning compression by spectrochemical analysis and report from findings if specific service is required.

2.2.2. July

- 2.2.2.1. Check A/C operation and running pressures.
- 2.2.2.2. Drain air compressor and flush sediment.
- 2.2.2.3. Replace filters, check all V-belts, lubricate if necessary. Clean mechanical equipment to keep free of dust, debris and film buildup.
- 2.2.2.4. Visual inspection of operation.
- 2.2.2.5. Deactivate the heating system.
- 2.2.2.6. Clean flues.
- 2.2.2.7. Wash condenser coils on McQuay and Liebert.
- 2.2.2.8. Clean air compressor filters.
- 2.2.2.9. Change oil recommended with manufacturer recommended type and grade in temperature control air compressor.
- 2.2.2.10. Check and tighten nuts and cap screws.

2.2.2.11. Inspect and clean compressor valves. Replace valves in original positions install new gasket, if any. Valves worn or damaged shall be replaced, pending city authorization.

2.2.3. October

- 2.2.3.1. Lubricate circulating pumps, check couplers.
- 2.2.3.2. Electrical security on pumps, air handler, and boiler.
- 2.2.3.3. Clean ignition and pilot assembly.
- 2.2.3.4. Check main gas and manifold gas pressure.
- 2.2.3.5. Check calibration of controls.
- 2.2.3.6. Replace filters, check belts, lubricate bearings. Clean mechanical equipment to keep free of dust, debris and film buildup.
- 2.2.3.7. Check all motor amp draws.
- 2.2.3.8. Turn on humidifier and clean and check operation.
- 2.2.3.9. Check operation of air compressors.
- 2.2.3.10. Check bladder pressure on bladder tank.
- 2.2.3.11. Clean PRV screen and flush.
- 2.2.3.12. Check calibration of controls including thermostats.
- 2.2.3.13. Drain and flush sediment.
- 2.2.3.14. Clean flues and boiler treatment. Boiler combustion should be checked with a Boiler Efficiently Tester and the combustion adjusted for most efficient burning.
- 2.2.3.15. Check combustion on furnaces and hot water heaters.
- 2.2.3.16. The Contractor shall confirm the status of the following items with the City Hall Building Manager:
 - (1) Humidifiers
 - (2) Air Intakes Louvers
 - (3) Air Compressor
 - (4) Thermostats
 - (5) Boiler Temperature

2.2.4. January

- 2.2.4.1. Check operations of Boiler and Pumps.
- 2.2.4.2. Replace filters, check belts, and lubricate bearings. Clean mechanical equipment to keep free of dust, debris and film buildup.
- 2.2.4.3. Drain pneumatic tank.
- 2.2.4.4. Visual inspection of equipment.

2.3. Contractor Provided Materials

Materials to be furnished by the Contractor under the inspection and maintenance provisions of this Contract shall include but not be limited to:

- 2.3.1. Filters and belts.
- 2.3.2. Lubricating oils/air conditioning oils and dryers.
- 2.3.3. Materials for cleaning air-cooled condensers
- 2.3.4. Boiler water treatment

2.3.5. High efficiency air filters.

The following items are included as part of this bid/contract:

- 2.3.6. Comprehensive contract will include duct work, piping, heat exchangers, condenser coils and other components considered “non maintainable.”
- 2.3.7. Inspection, calibration, repair, replacement of temperature control devices, thermostats, VAV boxes is included in this contract. Digital controls in City Hall will be serviced by JP Controls and are not included.
- 2.3.8. OEM replacement parts and equipment will be specified unless approval granted by City of Portage Building Manager to allow generic equivalent for expediency.
- 2.3.9. Parks, Recreation, and Public Services Department will provide automatic lifts to service airborne on-site garage units. Portage Fire Department will provide 14’ high step ladders to service airborne on-site garage units.

The following items are excluded as part of this bid/contract.

- 2.3.10. The fire suppression compressor is excluded from this contract.

3. **HEATING AND COOLING EQUIPMENT**

3.1. City Hall, 7900 South Westnedge Avenue

- 3.1.1. (1) Ajax Boiler, Model V554835, 750,000 BTU, 120 Volt
- 3.1.2. (1) Rheem Domestic HW Heater, Model RN 0288308712
- 3.1.3. (1) Nortec Humidifier, Model MP600, 208 Volt, 3 Phase
- 3.1.4. (1) McQuay Air Handler, Model MSL141DH, Century 208 Volt, 30 HP, 1755 rpm flame blower motor
- 3.1.5. (1) Zeks Therm Air Dryer, Model 10NCBA100
- 3.1.6. (1) McQuay Condensing Unit, Model ALP080C
- 3.1.7. (1) Auxiliary Boiler
- 3.1.8. (1) Dri-steam humidifier
- 3.1.9. (5) large roof vents
- 3.1.10. (1) Liebert air conditioning system Model #MME 036E-P01
- 3.1.11. (1) Champion Climate Control Compressor, Model BV2-5R
- 3.1.12. Current City Hall Boiler/Chiller Treatment -- The current treatment used for the City Hall Boiler/Chiller is L-5174 Closed Loop Treatment (Momar)

3.2. Police Facility, 7810 Shaver Road

- 3.2.1. (21) wall air handlers/ventilators in Court portion
- 3.2.2. (2) furnace/air handlers in Court portion
- 3.2.3. (5) Trane roof top units 5-10 Tons
- 3.2.4. (2) split systems – 2 Ton
- 3.2.5. (10) fan coil units – ½ H.P.
- 3.2.6. (4) air handlers – 2 H.P.
- 3.2.7. (1) chiller – 40 Ton
- 3.2.8. (1) boiler

- 3.2.9. (2) cab heaters
- 3.2.10. (6) exhaust fans – ½ H.P.
- 3.2.11. (23) VAV boxes
- 3.2.12. (1) ERV unit
- 3.2.13. (1) Trane DDC controls

- 3.3. Park Pavilions - Systems listed under this section shall be inspected only twice per year. Such inspections shall be thought to include a fall startup of heating units and a spring shutdown of heating units.
 - 3.3.1. Schrier Park Pavilion, 800 West Osterhout Road - (1) Gas Furnace.
 - 3.3.2. Ramona Park Pavilion, 8643 Waruf Drive - (1) Gas Furnace
 - 3.3.3. Millennium Park Ice Rink Warming House (1) Gas Fireplace

 - 3.3.4. Celery Flats Area
 - Interpretative Center - Furnace/Air Conditioner
 - School House - Furnace/Air Conditioner
 - Grain Elevator - Furnace
 - Stuart Manor - Furnace/Air Conditioner

- 3.4. Fire Station #1 – 7830 Shaver Road
 - 3.4.1. (1) Natural Gas Weir McLain
 - 3.4.2. (4) Furnace/Air Conditioning Units
 - 3.4.3. (1) Peerless Water Softener
 - 3.4.4. (1) A. O. Smith Natural Gas Water Heater
 - 3.4.5. (1) Natural Gas Radiant Heat System for Apparatus Area
 - 3.4.6. (2) Power Attic vent Fans

- 3.5. Fire Station #2 – 6101 Oakland Drive
 - 3.5.1. (1) Natural Gas Utica 150,000 BTU Boiler
 - 3.5.2. (1) Central Air Unit
 - 3.5.3. (1) Peerless Water Softner
 - 3.5.4. (1) A. O. Smith Water Heater
 - 3.5.5. (2) Ceiling Hung Furnace for Apparatus Area

- 3.6. Fire Station #3 – 8503 Sprinkle Road
 - 3.6.1. (2) Arco Aire Air Units
 - 3.6.2. (1) Bradford White Commercial Hydrojet Gas Water Heater
 - 3.6.3. (1) Radiant Heat System for Apparatus Area
 - 3.6.4. (1) Peerless Water Softener

- 3.7. Department of Parks, Recreation & Public Services, 7719 South Westnedge Avenue
 - 3.7.1. (2) Trane AC units model T1A060C400A0
 - 3.7.2. (2) Trane Heating Units Model XL 80
 - 3.7.3. (1)Carrier Model CK3BXA048000AAAA with a separate on-roof AC unit
 - 3.7.4. (1) Amana-Air Command 80 with a separate on-roof AC Unit
 - 3.7.5. (1) roof-mounted York Heating and AC unit Model 07CG036N07925A

- 3.7.6. (4) Sterling QV2 Ceiling Mounted 80,000 BTU
- 3.7.7. (1) Hastings F120X Ceiling Mounted 98,000 BTU
- 3.7.8. (1) Sterling TF200, 162,000 BTU
- 3.7.9. (1) Reznor F 130, 104,000 BTU
- 3.7.10. (1) Reznor F100, 80,000 BTU
- 3.7.11. (1) Dravo Hastings GF200XE, 160,000 BTU
- 3.7.12. (1) Hastings TCF-D-G2, 600,000 BTU
- 3.7.13. (1) Hastings TCF-S-G2, 350,000 BTU
- 3.7.14. (1) Circ-Air – Powermatic Finksburg 7400 S-G

3.8. Portage Senior Center, 320 Library Lane

- 3.8.1. (5) Rheem RGTA-12ERAJS, 120 MBH, 92 EFF%

3.9. Filters: The size and type of filters used in each building are as follows

	Quantity	Size	Type
Celery Flats	1	20 x 25 x 1	Farr 30/30
	1	14 x 20 x 1	Farr 30/30
	2	16 x 25 x 1	Farr 30/30
Ramona Park	1	16 x 25 x 1	Farr 30/30
Schrier Park	1	20 x 20 x 1	Farr 30/30
	1	10 x 20 x 1	Farr 30/30
City Hall	24	20 x 20 x 2	Farr 30/30
	3	8-1/4 x 19 x 1/2	Poly
	1	16 x 25 x 4	Farr 30/30 Libert A/C in Computer Room
	16	20 x 25 x 2	30/30 Lower Level Air Handler
	12	20 x 25 x 2	30/30 Roof Top HVAC
Police /	2	20 x 20 x 1	Farr 30/30
	13	8-1-4 x 27-3/4 x 1	Poly
	8	8-1/4 x 31-3/4 x 1	Poly
	50	20 x20 x 1	Z-frame
Department of Parks, Recreation & Public Services	1	14x25x1	Air Guard
	2	20x20x2	Air Guard
	2	16x20x1	Air Guard
Fire Station No. 1	8	16x25x2	
	4	20x25x2	
Fire Station No. 2	1	Spaceguard #2200	
Fire Station No. 3	2	16x24x1	

Senior Center

3
2

20x25x2 AirGuard AP Filters
Electronic Air Cleaners

**CITY OF PORTAGE
 BID PROPOSAL**

The undersigned has examined the specifications and site of the work and is fully informed of the nature of the work.

The undersigned hereby proposes to furnish all labor, equipment, materials, and supplies and do all the work in strict accordance with specifications applying to the work specified for which prices are submitted.

The City of Portage reserves the right to accept or reject any or all bids or parts of bids in the best interest of the City.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials, and equipment necessary for the full and complete execution of the work at and for the price named in the proposal. The price named is the annual cost bid.

**COMPREHENSIVE FIXED COST/EQUIPMENT REPLACEMENT MECHANICAL
 MAINTENANCE PROGRAM**

	<u>First Year</u>	<u>Second Year</u>
1. City Hall Building - 7900 S. Westnedge	\$ _____	\$ _____
2. District Court/Police Facility - 7810 Shaver Road	\$ _____	\$ _____
3. Portage Park Facilities		
a. Schrier Park	\$ _____	\$ _____
b. Ramona Park	\$ _____	\$ _____
c. Celery Flats Buildings	\$ _____	\$ _____
d. Millennium Park Ice Rink Warming House	\$ _____	\$ _____
4. Fire Station No. 1, 7830 Shaver Road	\$ _____	\$ _____
5. Fire Station No. 2, 6101 Oakland Drive	\$ _____	\$ _____
6. Fire Station No. 3, 8503 Sprinkle Road	\$ _____	\$ _____
7. Department of Public Services	\$ _____	\$ _____
8. Portage Senior Center, 320 Library Lane	\$ _____	\$ _____

Grand Total (total of first year and second year) \$ _____

References:

Please list a minimum of related contracts that your business has provided HVAC maintenance services for.

	<u>Name of Unit/ Company</u>	<u>Contact Person</u>	<u>Phone</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

Proposal Guarantee:

The undersigned attaches hereto a bidder's bond (proposal guarantee) in the sum of _____ Dollars

(\$_____) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing bid and agreement, the City may, at its option, determine that the undersigned has abandoned his rights and interests in such bid and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Bid.

TERMS: _____
(Minimum of 30 days, please
specify any discounts given)

BIDDER FIRM: _____

BY: _____
Signature

BY: _____
Print or Type

DATE: _____

POSITION: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

DRAFT CONTRACT AGREEMENT

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

CITY OF PORTAGE

CONTRACT

THIS CONTRACT made the _____ day of _____, 2005, by and between _____, hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for Fixed Cost HVAC Maintenance and Repair all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices bid per unit for material and labor as set forth in the conformed copy of the Contractor's proposal (or bid) as filed with the City on the _____ day of _____, 2013, the sum of which shall be,

_____	\$ _____
(amount in words)	(in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. City of Portage Contract Conditions and Specifications
3. Contractor's Proposal (or bid)
4. Specifications
5. Instructions to Bidders
6. Notice to Bidders

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

By: _____
Signature

Print name and Title

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

By: _____
Maurice S. Evans, City Manager

Approved as to Form:

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF POTAGE

A. If the contractor is a corporation, the following certificate must be executed:

I, _____, certify that I am the Secretary of
print or type name
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation
in good standing in the State of _____ and has authority
print or type name of state
to transact business in the State of Michigan. [If the corporation is not a Michigan corporation, then a
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify
that the contract between the City of Portage and _____, Inc.
print or type name of corporation
was validly executed on behalf of the corporation by _____
print or type name
who was then the _____ of said corporation and has the
print or type name of title
authority to bind the corporation to the contractual agreements pursuant to the authority of its
governing body and by-laws and is within the scope of its corporate powers.

Print or type name of corporation

Dated: _____, 20____ By: _____

Its: _____

B. If contractor is an LLC, the following certificate must be executed:

I, _____, certify that I am a member of the
print or type name
Limited liability company named as Contractor in the contract and that such LLC is in good standing
in the State of _____ and that the LLC has the
print or type name of state
authority to transact business in the State of Michigan. [If the LLC is not a Michigan LLC, then a
“Certificate of Authority to Transact Business in the State of Michigan” must be attached.] I certify
that the contract between the City of Portage and _____ LLC
print or type name of LLC
was validly executed on behalf of the LLC by _____
print or type name
who was then a member of said LLC and has the authority to bind the LLC to contractual agreements
and that such contract is within the scope of its powers.

Print or type name of LLC

Dated: _____, 20____ By: _____

Its: _____

CITY OF PORTAGE

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
hereinafter called the Principal, and _____, hereinafter called the Surety,
are held and firmly bound unto CITY OF PORTAGE, 7900 South Westnedge Avenue, Portage,
Michigan 49002, in the sum of _____ Dollars (\$_____))
lawful money of the United States of America, to the Payment whereof, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this _____ day of _____, _____.

WHEREAS, the above named Principal has entered into a certain contract with the CITY OF
PORTAGE dated the _____ day of _____, _____ (hereinafter called the "Contract")
for _____ (**name of project**), which contract and specifications for said work
shall be deemed a part hereof as fully if set out herein.

AND WHEREAS, this bond given in compliance with and subject to the provisions of Act No.
213 of the Public Acts of Michigan, for the year 1963.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be made by
the Principal to any Subcontractor or by him or any Subcontracts as the same may become due and
payable of all indebtedness which may arise from him to a Subcontractor or a party performing labor
or furnishing materials or supplies, or any Subcontractor to any person, firm, or corporation on account
of any labor performed or materials or supplies furnished in the performance of said contract, then this
obligation shall be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in
the work to be done under it, or the giving by the party of the first part to said contract any extension of

Labor and Material Bond

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time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, _____.

Signed, sealed, and delivered in
the presence of:

:

PRINCIPAL:

Its: _____

SURETY:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____ Contractors,
as principal and _____, as surety,
are held and firmly bound unto the _____
in the sum of _____

Dollars (\$_____) to be paid to the City for which payment well and truly to be made
we, jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by the
presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said
_____ did, on the _____ day of _____, 20____
enter into contract with the City for the _____.

NOW, THEREFORE, if said Contractor shall save and hold harmless the said CITY from all public
liability and damages of every description in connection therewith, shall well and faithfully in all
things fulfill the said contract according to all the conditions and stipulations therein contained in all
respects, and shall save and hold harmless the said CITY from and against all liens and claims of every
description in connection therewith, then this obligation shall be void and of no effect; but otherwise it
shall remain in full force and virtue, and, in the event that said CITY shall extend the time for
completion of said work or otherwise modify elements of the contract in accordance with provisions
thereof, such extension of item or modification of the contract shall not in any way release the sureties
of this bond.

WITNESS our hands and seal this _____ day of _____, 20____.

WITNESSES:

Principal (Seal)

Surety (Seal)

