

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FACILITIES MANAGEMENT – HUMAN SERVICES BUILDING CHILLER SYSTEM REPLACEMENT

WHEREAS, the Board of Commissioners (Board) approved an \$80,000.00 appropriation within the 2024 budget (#401 capital improvement fund) to fund the replacement of the chiller system at the Human Services Building (HSB); and

WHEREAS, consistent with the county's purchasing policy, a request for proposal process was used to solicit competitive bids and those bids have been evaluated by the project team to identify the lowest bidder with a satisfactory proposal and references.

THEREFORE, BE IT RESOLVED that the Board awards the bid to replace the chiller system at the HSB (Project #1130-24) to Mall City Mechanical of 7814 Douglas Ave, Kalamazoo, MI 49009 for the base bid amount of \$207,317; and

BE IT FURTHER RESOLVED that the Board authorizes the County Administrator to approve additional expenditures deemed necessary to complete this project of up to a total project cost of \$260,000; and

BE IT FINALLY RESOLVED that the County Administrator is authorized to make the necessary budget adjustments, and any necessary documents to complete this action are authorized to be signed.



REQUEST FOR ACTION PROCUREMENT OF GOODS AND/OR SERVICES

RFA #: 000-000 RFA Date: 8/8/2024 RFA Submitted By: Patti Wartella

PROJECT/SERVICE: HSB Chiller System Replacement
Project/Service: Replace the aging Chiller System at the HSB building
Description:
Project/Contract #: 1130-24 Contact Name: Carl Chapman
Department: Facilities Management Contact Info: Cchapman@allegancounty.org

PROCUREMENT METHOD: Public Solicitation / RFP
10 Firms invited to bid and bidding opportunity posted to County Website. 3 Bids Received

CONTRACT AWARD: \$207,317.00
Parties - County and: Mall City Mechanical
Contract Duration: Scope of Work Completion
Evaluation Team: Carl Chapman, Valdis Kalnins
References Checked: No - Current or previous vendor with satisfactory performance Debarred:

PROCUREMENT METHOD: Not Applicable - PO under existing Agreement

CONTRACT AWARD: \$43,708.00
Parties - County and: Grand Valley Automation
Contract Duration: Scope of Work Completion

BUDGETARY ACTION NEEDED: Budget Adjustment or Additional Appropriation Needed
Amount: \$ 180,000 Source: #401 Capital Improvement From Account: 401-265.270-976.0
Amount: \$ 180,000 Source: #401 Capital Improvement To Account: 401-265.263-976.0

FUNDING SOURCE: #401 Capital Improvement Fund
\$ 80,000.00 Approved Appropriation
\$ 180,000.00 Additional Appropriation Requested through this RFA
\$ 260,000.00 Total Funding available if this RFA is approved
\$ - Expenditures to Date
\$ - Committed Funds
\$ 251,025.00 Award Amount

\$ 8,975.00 Funds Remaining

NEW CONTRACT SUMMARY: Standard County Agreement - No modifications or additional terms

No

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BID PRESENTATION FOR PROJECT #: 1130-24
Project Name: HSB Replace Chiller
Service Area: Facilities Management
Date: 8/8/2024
Advertised: County website and invitations to bid
Award Recommendation: Mall City Mechanical
Award Criteria: Lowest bidder with a satisfactory proposal and references

VENDOR TABLE	Vendor 1	Vendor 2	Vendor 3
Company Name	Mall City Mechanical	VanDyken Mechanical, Inc.	Kalamazoo Mechanical
Company Address	7814 Douglas Ave	4275 Spartan Industrial Dr.	5507 E Cork St.
City, State, Zip	Kalamazoo MI	Grandville, MI 49418	Kalamazoo, MI 49048

SUMMARY COST TABLE - York Brand Chiller			
Total Cost Chiller	\$182,551.00	\$194,500.00	\$214,725.00
Electrical	\$8,739.00	\$4,095.00	\$7,945.00
Remote Evaporator	Included with Chiller	Included with Chiller	\$9,000.00
All other project costs:	\$13,975.00	\$31,005.00	\$13,300.00
BASE BID (not to exceed):	\$205,265.00	\$229,600.00	\$244,970.00
Additional cost of Performance & Payment B	\$2,052.00	\$3,450.00	\$1,931.00
Sub-total HVAC Contractor	\$207,317.00	\$233,050.00	\$246,901.00
GVA - Basic Controls	\$19,589.00	\$19,589.00	\$19,589.00
GVA - Additional Controls	\$24,119.00	\$24,119.00	\$24,119.00
Contingency	\$9,000.00	\$9,000.00	\$9,000.00
TOTAL Project Cost	\$260,025.00	\$285,758.00	\$299,609.00



CONTRACT PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

HSB Chiller System Replacement Services Contract #1130-24

This contract packet incorporates the following documents:

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HSB Chiller System Replacement Services Agreement

This Agreement (“Agreement”) is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and

Contractor Name: **Mall City Mechanical**

Contractor Address: **7814 Douglas Ave, Kalamazoo Mi 49009**

(“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services, products and supplies described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the County.

2. Payment

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

3. Term of Agreement

The term of this Agreement shall begin upon signature by both parties and end upon Scope of Work completion and expiration of all warranties and guarantees provided by the Contractor on the work performed, unless terminated earlier in accordance with Section 4 of this Agreement.

4. Termination of Agreement

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty days’ written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

Contractor shall procure and maintain the following insurance coverage:

A. Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor's insurance policy.

B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Explosion, Collapse, and Underground, if applicable.

C. Automobile Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 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.

D. Commercial General Liability and Automobile Liability required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

E. Additional Insured: Commercial General Liability Insurance shall include an endorsement stating the following shall be Additional Insureds: "County of Allegan, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

F. Professional Liability Insurance coverage is not a required for this Agreement.

G. Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

H. Proof of Insurance Coverage: Upon execution of this Agreement and at least ten business days prior to commencement of services under this Agreement, Contractor shall provide the County with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections where coverage is provided for additional insured and cancellation notice, may be acceptable.

I. Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

J. No payments shall be made to Contractor until current certificates of insurance have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

Contractor shall report to the County as required by this Agreement and also upon request. Contractor shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by the County. The County may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the County may review any of Contractor's internal records, reports or insurance policies.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

10. County Employees

Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

11. Default

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

17. Contractor Personnel

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and the County and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor shall immediately inform County regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

29. Performance and Payment Bonds

The following bonds or securities shall be secured by the Contractor upon full execution of this Agreement whenever the contract award exceeds \$50,000. These bonds or securities shall be included in this Agreement and become binding on the parties.

A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in this Agreement; and

B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in this Agreement. The bonds shall be an amount equal to 100% of the price specified in this Agreement.

30. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This HSB Chiller System Replacement Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 5/7/2024
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 5/31/2024

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Contractor:	County:
Sign: <u></u>	Sign: _____
Name: <u>Tim Kudary</u>	Name: <u>Robert J. Sarro</u>
Title: <u>Preconstruction Director</u>	Title: <u>Allegan County Administrator</u>
Date: <u>5/31/24</u>	Date: _____

Agreement and Scope of Work Clarifications

This Agreement hereby incorporates the following County decisions between Scope of Work alternatives, clarifications noticed during the open bid process, the County's acceptance of clarifications requested by Contractor in its proposal, and any additional negotiated terms, conditions or clarifications not incorporated elsewhere in this Agreement:

- A. Understanding the Contractor has evaluated the existing Chiller System and, to keep costs to the County as low as possible, has proposed installing a York brand Air-Cooled Scroll Chiller as a viable and equivalent alternative to a newer Trane model, the County accepts the Contractor's proposal to install a York model as bid.
- B. The County accepts Contractor's recommendation to install a "Y" strainer to protect the Chiller Barrel as included in its Cost Proposal provided one does not already exist as claimed by another bidder. If a "Y" strainer does exist and can be cleaned/re-used, Contractor shall clean the existing strainer, forego installation of a new strainer and deduct \$4,000 from the total amount due.
- C. Contractor's proposal includes new refrigeration piping and insulation.
- D. Contractor shall secure, schedule and coordinate the services of a third party to perform water testing and balancing on the newly installed system. An allowance of up to \$5,000 is added to the base bid to cover the actual cost of this service.
- E. Contractor's Chiller equipment bid includes a BACnet communication card that will allow Grand Valley Automation to connect and integrate the Chiller into the County's building automation system.

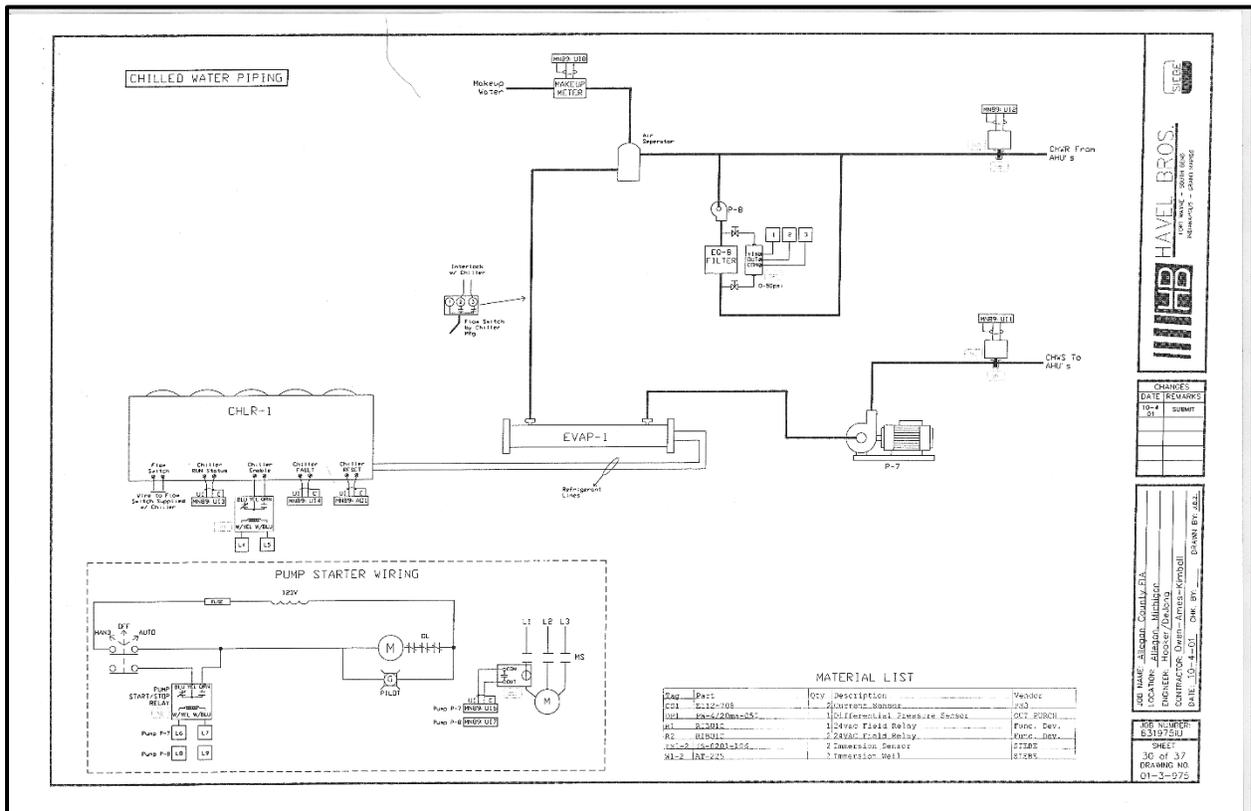
Attachment A – Scope of Work

1. INTRODUCTION

1.1 Contractor shall replace the aging Chiller System equipment components as specified and agreed to herein at the Human Services Building (HSB) located at 3255 122nd Ave, Allegan, Michigan 49010.

2. Current Chiller Unit Equipment

2.1 Shown below are the mechanical drawing clipped from the building construction plan set:



2.2 Contractor shall replace the major equipment components of building Chiller System as specified and integrate the new equipment into the existing cooling distribution system.

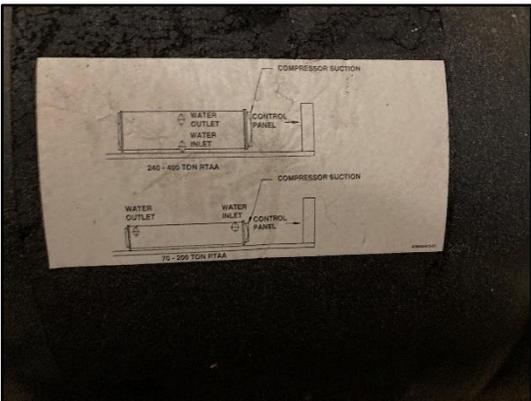
2.3 The remote evaporator and chilled water storage tank are both located in the HSB Mechanical Room as shown below:



Chilled Water Storage Tank



Remote Evaporator Unit

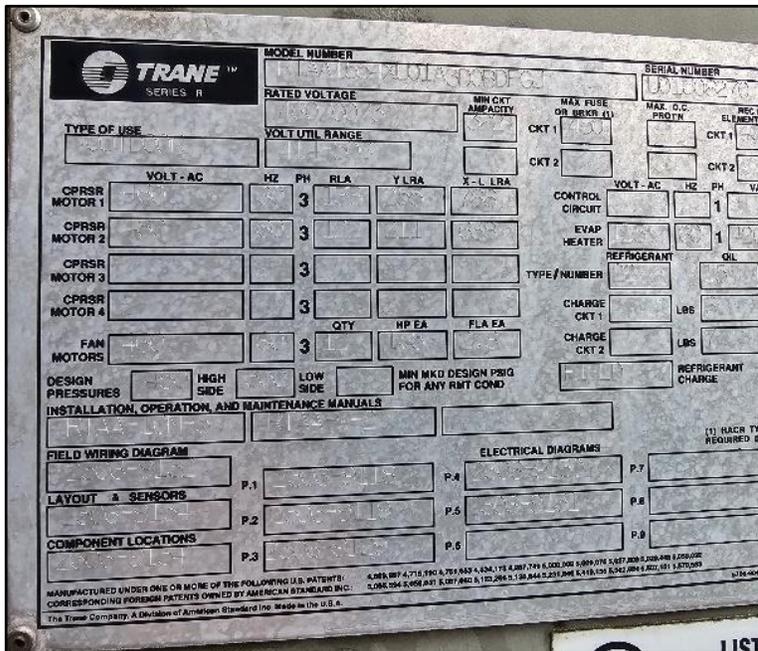


Remote Evaporator Diagram

2.4 The chiller rests at ground level on a concrete slab outside the rear of the building directly outside the door of the Mechanical Room as shown below:



Outdoor Chiller Unit



Chiller Faceplate

- 2.5 Electricity to the chiller is routed through two soft start switches mounted beside the chiller as shown below:



Soft Start Switches (A & B)

3. SCOPE OF SERVICES

3.1 General Conditions, Site Protection and Safety Requirements

- 3.1.1 Permits and Inspections: Contractor shall secure, coordinate and pay for any necessary permits and inspections.
- 3.1.2 Debris Disposal: Contractor shall remove all debris and trash generated in performing the work under this Agreement from the site. Disposal of these materials, is the Contractor's responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws. Contractor shall not use County dumpsters for disposal.
- 3.1.3 Damage to County Property: Existing facilities, including but not limited to grounds, structures, vehicles, utilities, landscaping, fixtures, furnishings, equipment and surfaces and building systems in the vicinity of Contractor's work shall be protected by Contractor. Any damage to existing facilities shall be reported to the County on the day such damage occurs. Contractor shall promptly repair damage with like materials when ordered to do so by the County at Contractor's expense. All repairs of damage to existing facilities shall be made to the satisfaction of the County. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.

Building Access: Contractor shall arrange for work to be done during regular business hours which are 8:00 am to 5:00 pm, Monday through Friday excluding holidays with the exception of any power shutdown to the building that may be needed during the conversion which must be arranged for in advance and completed after-hours.

On scheduled days of installation, a representative from Facilities Management will meet the Contractor at a designated location to provide access to the facility. The Facilities Management representative will remain available during installation as needed to provide assistance.

- 3.1.4 Site Utilities: if work entails any digging, Contractor shall ascertain the location of all existing underground utilities, including site utilities owned by the County and accept total responsibility for shut-off and avoidance of all such utilities during construction. Contractor shall contact MISS DIG, one number utility alert (1-800-482-7171), for location of public utility service lines where digging or deep excavation operations could disturb or sever such lines. Contractor is responsible for and shall pay for all repairs, restoration and damages to utilities resulting from failure to properly fulfill such notification and location requirements.

3.2 Equipment Procurement, Delivery and Installation

Upon contract award, Contractor shall:

- 3.2.1 Procure the specified equipment with all necessary options and accessories to integrate it into the existing HVAC system and controls (controls to be supplied by Grand Valley Automation - GVA).

It is the Contractor's responsibility to have verified during the mandatory site visit – the specifications and dimensions for the new equipment, amount of space at the location to install the new equipment, and what accessories are required to integrate the new unit and have accounted for any special conditions in its bid.

It is also the Contractor's responsibility to have discussed equipment controls with GVA and have a clear understanding of the components and services that each party will be providing to integrate the equipment controls.

- 3.2.2 Either bring new HVAC equipment to the site on the scheduled day of installation or arrange to have it delivered on the scheduled day of installation and be present to accept delivery.

The Human Services Building has a loading dock on the same level as the Mechanical room that will be made available to Contractor upon request with advanced notice.

It is the Contractor's responsibility to have verified during the mandatory site visit - the layout of the building to determine how existing equipment is to be removed and new equipment is to be installed given there is no road access to the outdoor equipment and have accounted for any special conditions in its bid.

- 3.2.3 Coordinate equipment control disconnection and reconnection with Grand Valley Automation (GVA), the County's contractor for building automation services.

*Any new digital controls needed for the chiller system will be replaced by GVA and **are not to be included in this scope of services or Contractor's bid.***

- 3.2.4 Disconnect, remove and dispose of the existing Chiller System equipment and any associated equipment that is no longer needed.
- 3.2.5 Install the new Chiller System equipment and any equipment controls needed and not being provided by GVA.
- 3.2.6 Reconnect all ducts, vents, gas, electricity, controls (with assistance / in coordination with GVA), etc. to integrate the new equipment to render the Chiller System fully functional.
- 3.2.7 Conduct a system start-up test to demonstrate and confirm correct installation and proper functioning of the new equipment. Testing shall be conducted with a Facilities Management representative present to verify proper functioning necessary for system for acceptance.

3.3 Scheduling

- 3.3.1 All work is to be scheduled at least five (5) business days in advance and coordinated through:

Carl Chapman
Director of Facilities Management
(269) 673-0207
cchapman@allegancounty.org

Attachment B – Cost Proposal

4. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

4.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax.

4.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified anywhere else in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

4.3 Quality

All materials used for the manufacture or construction of any items to be provided under this Agreement shall be new. Pricing shall be for items in new condition representing the latest model of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the County.

4.4 Delivery Provisions

All goods procured through this Agreement by the Contractor for the County shall be delivered by the Contractor under the terms Free on Board 3255 122nd Avenue, Allegan, Michigan. Title and risk of loss to the purchased goods does not pass to the County until the items are received by County / installed and accepted as functioning by the County.

4.5 Invoices:

All invoices must reference contract #1130-24, itemize services rendered and be sent by email to projects@allegancounty.org or mailed to:

Project Management - Accounts Payable
Allegan County Information Services
3283 122nd Avenue
Allegan, MI 49010

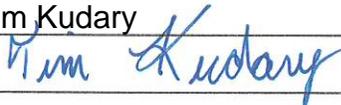
4.6 Cost Tables

Once completed, the following cost tables shall establish the pricing to be charged unless otherwise negotiated in writing.

Chiller System Replacement Item	All Related Materials	All Related Labor	Total Cost
Outdoor Chiller including replacement of piping if existing piping can't be re-used. Chiller Unit Brand and Model: YORK YLAA0155SJ46XFB	\$163,290.00	\$19,261.00	\$ 182,551.00
Soft Start Switches including any wiring and electrical work.	ESPER	Soft Start switches will be re-used	\$ 8,739.00
Remote Evaporator	Package Price		\$ IN EQUIP PKG
Chilled Water Storage Tank	RE-USE		\$ N/A
All other project costs such as, but not limited to permits, crane service, etc. (specify): Crane. Insulation.			\$13,975.00
BASE BID (not to exceed):			\$ 205,265.00
Additional cost of Performance and Payment Bonds if Base Bid exceeds \$50,000.			\$ 2,052.00

4.7 Cost Proposal Certification

Bid is firm for 60 days (45 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	Mall City Mechanical
Contractor Address:	7184 Douglas Ave.
City, State, Zip:	Kalamazoo, MI 49009
Representative Name (Print):	Tim Kudary
Representative Signature:	
Representative Title:	Preconstruction Director

Attachment C - Contractor's Proposal



Allegan County HSB Chiller System Replacement

9.1 Company Information

9.1.1 Legal Name: Mall City Mechanical
Year Incorporated: June 1985
Total Number of Employees: 220 employees
Annual Revenues: \$69 Million in 2023, \$65 Million in 2022 and \$43 Million in 2021

9.1.2 Location of Office: 7814 Douglas Ave. Kalamazoo, MI 49009

9.1.3 Contact Name: John Gonser
Title: Piping Estimator
Telephone Number: 269.349.3661
Email: jgonser@mcm-team.com

9.1.4 None

9.2 Company Experience

9.2.1 Project: LRHS Watervliet Chiller Plant Upgrades
Firm: Trane
Scope of Work: Install new chiller on neoprene isolators on new structural steel.
Contact Name: Ryan Sullivan
Contact Email: Ryan.Sullivan1@trane.com

Project: GRCC Calkins Chiller
Firm: Pioneer Construction
Scope of Work: Install new cooling tower sump pump and new chiller.
Contact Name: Ross Geurink
Contact Email: ross.geurink@pioneerinc.com

Project: Mattawan HS Chiller Replacement
Firm: Tower Pinkster
Scope of Work: Install new chiller
Contact Name: Ryan Idema
Contact Email: ridema@towerpinkster.com

9.3 Equipment

9.3.1 Unit Name: YORK AIR COOLED SCROLL CHILLER
Manufacturer: YORK
Model: YLAA0155SJ46XFB

9.3.2 Unit Name:

Kalamazoo Location

7184 Douglas Avenue
Kalamazoo, MI 49009

Grand Rapids Location

2716 Courier Court NW, Ste. F
Grand Rapids, MI 49534

Fabrication Shop

2415 N. Burdick Street
Kalamazoo, MI 49007

Allegan County Contract #1130-24 HSB Chiller System Replacement Services

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Manufacturer:

Model:

9.3.3

9.4 Delivery and Installation

9.4.1 Will Equipment be shipped: Yes

If so, will someone be onsite to receive: Yes

Any Additional Equipment/Facilities: Piping Material

9.4.2 Days to Complete: Approximately 3 weeks

9.4.3 Lead Time for Products: 22 weeks after order is placed

9.4.4 HVAC Replacement Schedule Date: Depending on when PO's are given- December to January start date.

9.4.5 Using Any Subcontractors:

Subcontractor: Esper Electric

Work to be Performed: Disconnect old Chiller/Connect new Chiller

9.4.6 TRANE AIR-COOLED SCROLL CHILLER would be an alternate Chiller package. It would ADD 16 weeks in lead time and the price would increase by \$23,179.

9.4.7 Installing a new "Y" strainer in the chilled water system is advised to protect the new Chiller Barrel. The price for this is included in the base bid. The breakout cost of this is \$4,000.

9.4.8

9.5 Contract Agreement and Costs

9.5.1 Exhibit A

9.5.3 Exhibit B

9.5.4 None needed