



**SPECIFICATIONS FOR
FOND DU LAC PUBLIC LIBRARY HVAC
REPLACEMENT
AT
32 SHEBOYGAN STREET**

**City of Fond du Lac
Fond du Lac Public Library
Jon Mark Bolthouse
Library Director
920-322-3959**

**ADVERTISEMENT FOR BIDS
FOND DU LAC PUBLIC LIBRARY HVAC REPLACEMENT
CITY OF FOND DU LAC, WISCONSIN
File No. 2014-058**

NOTICE IS HEREBY GIVEN that sealed bids will be received in the City Administrative Office at the City/County Government Center (CCGC), 160 South Macy Street, P.O. Box 150, Fond du Lac, Wisconsin, until 10:00 PM local time, Wednesday, August 6, 2014 at which time bids will be publicly opened and read aloud in the City Manager's Conference Room, 4th Floor of the CCGC for the contract identified as "**SEALED BID-FOND DU LAC PUBLIC LIBRARY HVAC REPLACEMENT**".

The specifications and contract documents may be examined and obtained from the City Administrative Offices, City/County Government Center, 160 South Macy Street, P.O. Box 150, Fond du Lac, WI 54936-0150. They can also be found on our website at www.fdl.wi.gov.

No bid will be opened unless the "**Bidder's Proof of Responsibility**" for 2014 is filed at least five days before the scheduled time for opening of bids. Reference is made to Section 66.0901(2) and (3) Wisconsin Statutes, latest edition. The Director of Public Works decision as to qualifications shall be final.

All bids shall be prepared on the proposal forms provided in the specifications and shall remain attached thereto, and shall be addressed to The City Administrative Office, P.O. Box 150, Fond du Lac, Wisconsin. Each bid envelope shall be properly identified on the face thereof "**SEALED BID-FOND DU LAC PUBLIC LIBRARY HVAC REPLACEMENT FILE NO. 2014-058**". No bid shall be withdrawn for a period of (30) thirty days after the opening of said bids, without the consent of the City of Fond du Lac. The City of Fond du Lac may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and to select the bid that, in its opinion, will best serve the interests of the City.

Bidder's attention is called to the fact that this contract includes a "**Disclosure of Ownership**" form. Section 66.0903(12)(d) and 103.49(7)(d) of Wisconsin Statutes requires that each bidder complete this form. No bid will be considered unless the prospective bidder has completed the form entitled "Disclosure of Ownership".

Each proposal shall be accompanied by a certified check, or bank draft, payable to the City of Fond du Lac, or satisfactory bid bond, in the amount of 5% of the gross bid as a guarantee that if the bid is accepted as the successful bid, such successful bidder will execute and file the proposed contract and performance bond within ten (10) days after notice of award of contract.

Published by authority of the City of Fond du Lac, Wisconsin on July 23 and July 30, 2014.

FOND DU LAC PUBLIC LIBRARY HVAC REPLACEMENT DETAIL SPECIFICATIONS

It is the intent of these specifications to describe the minimum requirements for the replacement of an HVAC system. Contracts will be recommended to companies whose products meet the specifications. The specifications are designed to define the quality products needed. The bidder must insist on contracting only with factory-trained and highly skilled installers. Work includes manufacture, delivery and installation of specified HVAC system.

1. SCOPE OF WORK:

Replace existing Honeywell building control system with a new Carrier i-Vu 6.0 Plus system and replace VFD's for three air handling units.

1. Remove and replace controllers in the existing panel located in the lower level mechanical room with Carrier Open controllers.
2. Remove and replace existing temperature sensors on AHU'S, Boilers and Chilled Water System.
3. Install (1) new Carrier i-Vu Plus 6.0 web appliance.
4. Install (1) new Carrier i-Vu Open Router.
5. Remove and replace (44) VAV controllers.
6. Remove and replace (44) supply air sensors for the VAV's.
7. Remove and replace (44) hot water valve actuators.
8. Remove and replace (44) zone sensors.
9. Remove and replace the existing (6) VFD's for AHU-1, AHU-2 and AHU-B with ABB VFD's.
10. Set up, start up and check out of VFD's.
11. Integration into the Carrier i-Vu system for control.
12. Wire, program and provide system graphics.
13. Set up trending, alarming and scheduling.
14. Start up and check out of entire control system.
15. Provide (4) hours of training with Carrier Factory Trained Control Technicians.
16. Provide user manuals.

2. PERMITS

The Contractor shall procure and pay for all the permits necessary to carry out the work.

3. DISPOSAL OF MATERIALS

All materials removed from the buildings shall be the property of the Contractor and shall be entirely removed from the premises. The entire premises shall be cleared of all junk, refuse, debris, and materials resulting from the removal of the existing equipment and, upon completion of the work, shall be left in a neat condition.

4. AWARD OF CONTRACT

The City will consider the bids submitted in the proposal and reserves the right to accept or reject any or all bids and to accept the bid deemed most advantageous to the City.

5. WARRANTY

Repairs and replacement required because of defective work by Contractor shall be at Contractor's expense.

6. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the City in the "Notice to Proceed" to the Contractor and shall be fully completed within sixty (60) consecutive calendar days thereafter.

7. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Detailed Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract within the specified time. The Contractor must employ Carrier Factory-Trained Control Technicians, following Carrier Factory installation and wiring requirements. Warranty/Maintenance work should only be performed by Carrier Factory Trained Control Technicians.

The Contractor is responsible for complying with all State and local laws.

The City is discharged from any liability related to the demolition and disposal of debris.

8. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this heading. A certificate of insurance shall accompany the signed Contract and shall be filed with the City Clerk as proof of such insurance, which shall also not be cancelable in less than thirty (30) days upon written notice to the insured and the City. All insurance premiums shall be the obligation of and shall be paid by the Contractor.

Insurance requirements under this heading and during the term of the Contract shall provide protection for the City, the Contractor, and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be:

1. Workmen's Compensation Insurance to meet Wisconsin Statutory requirements.
2. Automobile Liability Insurance: limits of liability applicable to automobile insurance shall be not less than \$2,000,000 combined single limit to include all owned, non-owned and hired automobiles.
3. General Liability and Property Damage Insurance limits shall not be less than:
 - a. General Aggregate \$5,000,000
 - b. Products-Completed Operations Aggregate \$5,000,000
 - c. Each Occurrence \$2,000,000

9. CONTRACT DOCUMENTS

Contract documents to be completed upon award of contract include the following:

Certificate of Insurance
100% Performance Bond
Disclosure of Ownership
Contract

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address

City

State

Zip Code

If you have any questions call (608) 266-0028

AFFIDAVIT OF BIDDER

STATE OF WISCONSIN)
) SS
CITY OF FOND DU LAC)

Pursuant to Section 66.29(7), Wisconsin Statutes, _____

(Name of person signing this affidavit)

being duly sworn, deposes and says that he is the duly authorized representative of _____

_____ bidder for doing work or labor or the
(Name of person, firm, or corporation submitting bid)

material furnishing of under the proposal of which this affidavit is a part, and that the bidder has examined and carefully prepared his bid form, the plans and specifications, and has checked the same in detail before submitting said proposal or bid to the City of Fond du Lac represented by the Common Council.

(Signed by bidder or his authorized representative)

Subscribed and sworn to before me

this _____ day of _____ 20 _____

NOTARY PUBLIC

My Commission Expires: _____

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
_____ as Principal, and _____, a corporate surety authorized
to transact business in the State of Wisconsin, as Surety, are held and firmly bound unto The
City of Fond du Lac, Wisconsin hereinafter called the "Owner", in the penal sum of _____

(\$ _____), lawful money of the United States, for the payment of which sum well and truly
be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has executed the attached
agreement dated _____, 2014 for Fond du Lac Public Library HVAC
Replacement.

Now, Therefore, if the attached Agreement is executed on behalf of the Owner, and if the
Principal shall well and truly keep, do and perform each and every matter and thing in the
foregoing written contract set forth and specified to be by said Principal kept, done and performed
at the time and in the manner in said contract specified, and shall pay over, make good and
reimburse to the above named obligee all losses and damages which said obligee may sustain by
reason of the failure of default of the said Principal, and shall pay to each and every person or
party entitled thereto, all claims for work or labor performed and materials furnished, used or
consumed for, in or about the work covered by said contract, including, without limitation
because of specific enumeration therein, all of the items included in Section 779.14 Wisconsin
Statutes, all as provided in said contract, then this obligation shall be void; otherwise to be and
remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the agreement or to the work to be performed there
under or the specifications accompanying the same shall in any way affect its obligations on this
bond, and it does hereby waive notice of any such obligations on this bond, and it does hereby
waive notice of any such change, extension of time, alteration, or addition to the terms of
agreement to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument in 2 original counterparts, under their several seals this _____ day of _____, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of: _____ (SEAL)
(Individual Principal)

(Business Address)

(Address)

(SEAL)
(Individual Principal)

(Address)

(Business Address)

ATTEST:

(Corporate Seal)

(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

(Corporate Surety)

ATTEST:

(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

Approved: _____ 20 _____

City Manager

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2014 by and

Between _____ party of the first part,
hereinafter called the "CONTRACTOR" and the CITY OF FOND DU LAC, WISCONSIN, a
municipal corporation, party of the second part, hereinafter called the "OWNER".

WITNESSETH

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed, and shall provide and furnish labor, materials, tool, expendable equipment, and all utility and transportation services required to perform and compete in a workmanlike manner, all of the work required and contemplated by this Contract for the City of Fond du Lac's "**FOND DU LAC PUBLIC LIBRARY HVAC REPLACEMENT**" all in strict accordance with the Contract and Specifications, and Special Provisions, the same, together with the Contractor's Proposal and Bidding Schedule to be considered and made a part of this Contract.

ARTICLE II. INDEMNITY CLAUSE. The Contractor does hereby covenant and agree to indemnify and save harmless the Owner from all fines, suits, claims, demands, and actions of any kind and nature by reason of any and all of its operations hereunder, and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damage for any and all accidents or injuries to persons or property.

ARTICLE III. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of his

Contract, subject to any additions or deductions, _____

_____ (\$ _____). The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract. The foregoing total sum shall be the basis for establishing the amount of Surety Performance Bond, and is not to be construed as the lump sum contract price.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT. This contract shall consist of the following component parts, all of which shall be considered as fully a part of this contract as if the same were set out verbatim, if not attached, as if attached hereto.

1. Special Provisions
2. Contract Specifications
3. Instructions to Bidders
4. Advertisement for Bids
5. Contractor's Proposal
6. This Instrument

The Contractor agrees to commence work under this Contract to be specified in a written order from the Owner and does further agree to fully complete all work included in this Contract to a point of final acceptance by the Owner.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this Contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

In Presence Of: _____ FIRM NAME

PARTNER _____ PRESIDENT OR CO-

SECRETARY OR PARTNER

SOLE TRADER

In Presence Of: CITY OF FOND DU LAC, WISCONSIN

CITY MANAGER

CITY CLERK

Provisions have been made to pay the liability that will accrue under this contract. Date: _____

DIRECTOR OF ADMINISTRATION Date: _____

Approved as to form: _____
CITY ATTORNEY Date: _____