

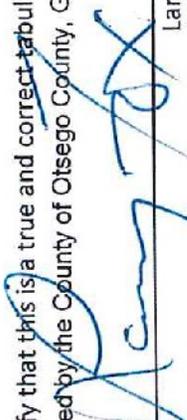
BID TABULATION

Otsego County Alpine Center Boiler Replacements
 Otsego County

Gaylord, Otsego County, Michigan

Description	Ballards Plumbing and Heating	Haggards Plumbing and Heating
Boiler replacement, complete with all appurtenances, as specified on plans and in specifications.	Petoksey, MI \$103,486.00	Chaelevoix, MI \$119,900.00

I certify that this is a true and correct tabulation of the bids received by the County of Otsego County, Gaylord, Michigan on Wednesday, August 16 2017.



 Larry M Fox, PE
 8/16/2017
 Date

BID FORM

PROJECT IDENTIFICATION: OTSEGO COUNTY
ALPINE CENTER
BOILER REPLACEMENT
GAYLORD, MICHIGAN

DELIVER BID TO: Otsego County Administration
225 West Main, Suite 203
Gaylord, MI 49735

- 1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for ninety (90) calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No. ____, ____, ____, ____,
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
 - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Division A – Building Base Lump Sum Bid

For the Otsego County Alpine Center Boiler Replacement. Complete with all appurtenance, as specified herein and as shown on the plans, the Bidder agrees to perform all of the work of this Contract for the following lump sum bid price.

Total Lump Sum Bid Price: \$ 119,900

Total bid amount in words

one hundred nineteen thousand nine hundred dollars and zero cents.

6.01 Bidder agrees to have the first set of 2 boilers installed and operational no later than Friday, December 1, 2017, and to have the second and final set of 2 boilers installed and operational no later than Monday, January 1, 2018. The project will be substantially completed on or before *Monday, January 1, 2018*, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before *Monday, January 29, 2018*.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security
- B. Noncollusion Affidavit of Prime Bidder (Attachment A)
- C. Bidder Information (Attachment B)
- D. Shop Drawings: The Bidder shall submit with his bid the manufacturers shop drawings for the boiler equipment upon which the bid is based. This is intended to speed up the equipment procurement process by allowing shop drawings to be approved in advance such that the selected bidder has the ability to order equipment immediately upon receipt of the Notice to Proceed.

SUBMITTED on Aug 16th, 2017.

State Contractor License No. 31-2795-2B (If applicable)
71-06501

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

A Corporation

Corporation Name: Haggard's Inc (SEAL)

State of Incorporation: Michigan

Type (General Business, Professional, Service, Limited Liability): Service

By:  _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No. _____ Fax No. _____

Date of Qualification to do business is _____

Attachment A
Noncollusion Affidavit of Prime Bidder

State of: Michigan

County of: Charlevoix

John E. Haggard, being first duly sworn, deposes and says that:

- (1) He/She is the President of Haggard's INC, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, either directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or that of any other Bidder, or, to fix any overhead, profit, or cost element of the bid price or the bid price or prices in the attached bid or that of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Bay Mills Township or any person interested in the proposed Contract.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signed By: 
President
(Title)

Subscribed and sworn to before me this 10th day
of August, 2017
Charlevoix County
John M. Pinkel

My Commission Expires: 10/30/2020

Attachment B
Bidder Information

GENERAL

The Bidder must complete the following:

A. Active Projects -

Year Began	Owner	Contract Price	Project Description
1. 2017	Crossroads	75,000	Mechanical
2. 2017	Kabeirou	125,000	Mechanical
3. _____	_____	_____	_____
4. _____	_____	_____	_____

B. Completed Similar Projects -

Year Began	Owner	Contract Price	Project Description
1. 2009	Caybird At Hill	300,000 ±	Mechanical
2. 2015	Vendubiliturp	60,000	Mechanical
3. _____	_____	_____	_____
4. _____	_____	_____	_____

C. Bidder's approximate bonding capacity as of August 1, 2017,

D. Name of Bidder's superintendent who will be responsible for the project -

1. Roger Duustard (Two alternate names are acceptable)

1. General Experience Business Since 1968



AIA

Document A310™ – 2010

Bid Bond

CONTRACTOR:

Name, legal status and address

Haggards Plumbing and Heating

PO Box 35

Charlevoix, MI 49720

SURETY:

Name, legal status and principal place of business

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07962

OWNER:

Name, legal status and address

Ossego County

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: Alpine Center - Boiler Replacement
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of August, 2017


(Witness)


(Witness) Heather Buonodono


(Principal)
Haggards Plumbing and Heating
(Title)
United States Fire Insurance Company
(Surety)

(Seal)
Dan Gusenza
(Title) Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01129408918

KNOW ALL MEN BY THESE PRESENTS, That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Casenza, James Stear, Lori King-Clyde

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver. Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA

Sonia Scala (Notary Public)

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

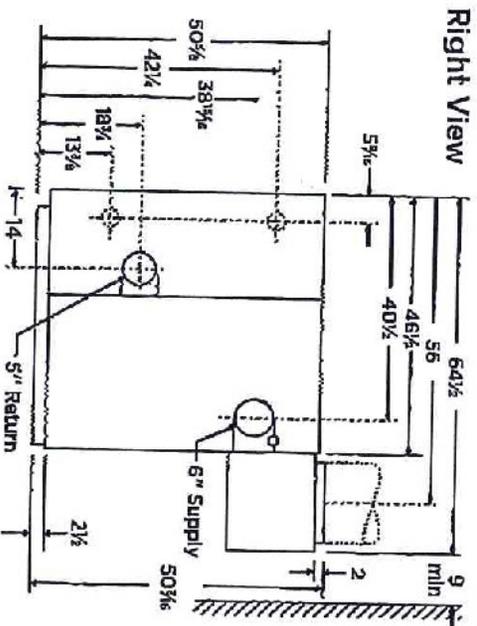
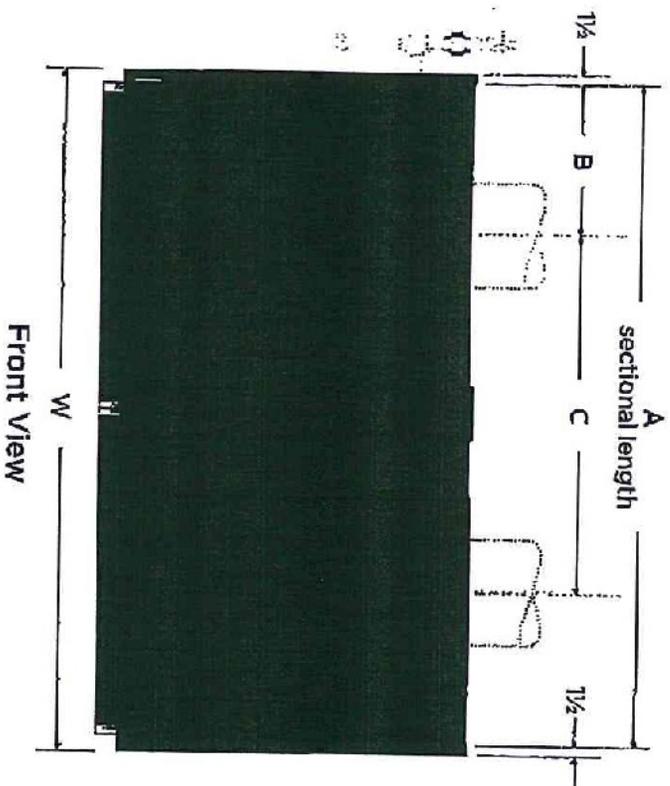
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of August 20 17

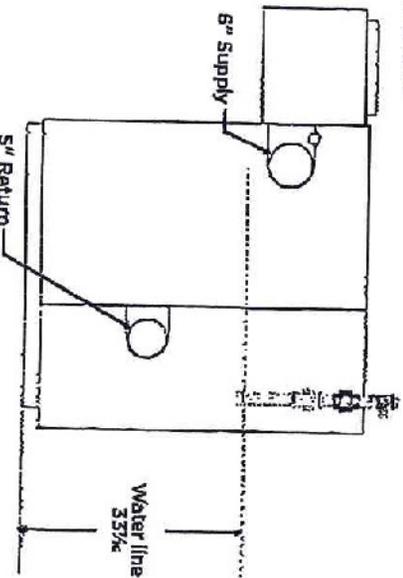


Al Wright, Senior Vice President

LGB™ DIMENSIONS



Right View



Left View

Model	Dimensions (Inches)				Draft Hood Outlet(s) Number & Size
	A	B	C	W	
LGB™-4	18	9	-	21	1-10"
LGB™-5	22	11 1/2	-	26	1-12"
LGB™-6	28	14	-	31	1-12"
LGB™-7	33	16 1/2	-	36	1-12"
LGB™-8	38	19	-	41	1-14"
LGB™-8	43	21 1/2	-	46	1-14"
LGB™-10	48	24	-	51	1-16"
LGB™-11	53	26 1/2	-	56	1-16"
LGB™-12	58	29	-	61	1-16"
LGB™-13	63	31 1/2	-	66	2-12"
LGB™-14	68	34	-	71	1-12/1-14"
LGB™-15	73	37	-	76	2-14"
LGB™-16	78	40	-	81	2-14"
LGB™-17	83	43 1/2	-	86	2-14"
LGB™-18	88	47	-	91	1-14/1-16"
LGB™-19	93	51	-	96	2-16"
LGB™-20	98	55 1/2	-	101	2-16"
LGB™-21	103	60	-	106	2-16"
LGB™-22	108	65	-	111	2-16"
LGB™-23	113	70	-	116	2-16"

- Notes:
- (1) For LGB™-4-23-return tapping size is 5" (qty. 2) and supply tapping size is 6" (qty. 2).
 - (2) Gas trains on all IRI boilers and LGB™ 21-23 for CSD-1 & FM are located outside the boiler jacket. Allow additional clearances as required.

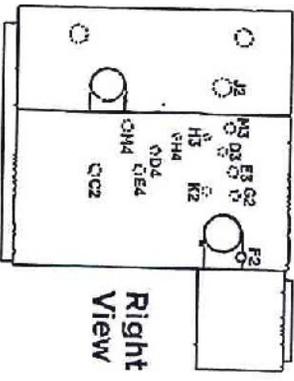
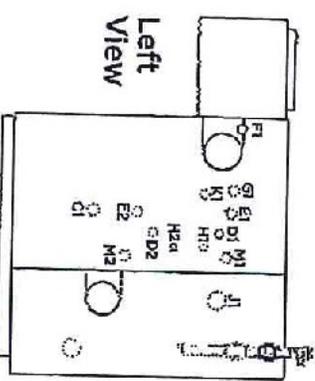
CONTROL TAPPING TABLE

Location		Size	Steam	Water (4)
Left End	Right End			
C1	C2	1 1/2"	Boiler Drain	Boiler Drain
D1 & D2	D3 & D4	1/2"	Gauge Glass (3)	-
E1 & E2	E3 & E4	1"	Low Water Cutoff (3)	Optional Low Water Cutoff
E1	E3	1"	Pressure Operating & Limit Controls & Pressure Gauge	Limit Control (2)
F1	F2	1"	-	To Expansion Tank or Automatic Air Vent (2)
G1	G2	3/4"	-	Operating Control (2)
H1 & H2 (1)	H3 & H4 (1)	3/4"	Tri-cock	-
J1	J2	2"	Steam Relief Valve & Skim Tapping	Water Relief Valve and Skim Tapping
K1	K2	1/2"	-	Combination Pressure & Temperature Gauge (2)
M1 & M2	M3 & M4	1"	Optional Low Water Cutoff (3)	Optional Low Water Cutoff
M1	M3	1"	Firing Rate Control (when used)	Firing Rate Control (when used) or Probe Low Water Cutoff

Notes:

- (1) Available on special request only.
- (2) Must be on same side as supply to system.
- (3) Must be on same side as steam equalizer piping.
- (4) Additional controls for water boilers may be placed in supply piping.

Boiler Model	No. of Gas Trains	Standard AGA		CSD-1 & FM		No. of Gas Trains	IRI	
		5" W.C.	7" W.C.	5" W.C.	7" W.C.		8.5" W.C.	7" W.C.
LGB™-4	1	1"	-	-	-	-	-	-
LGB™-5	1	1"	1"	1"	1"	1	1 1/2"	1"
LGB™-6	1	1 1/2"	1"	1 1/2"	1"	1	1 1/2"	1"
LGB™-7	1	1 1/2"	1"	1 1/2"	1"	1	1 1/2"	1"
LGB™-8	1	1 1/2"	1"	1 1/2"	1"	1	1 1/2"	1 1/4"
LGB™-9	1	1 1/2"	1"	1 1/2"	1"	1	1 1/2"	1 1/4"
LGB™-10	1	1 1/2"	1 1/4"	1 1/2"	1 1/4"	1	1 1/2"	1 1/4"
LGB™-11	1	2"	1 1/4"	2"	1 1/4"	1	2"	1 1/2"
LGB™-12	1	2"	1 1/4"	2"	1 1/4"	1	2"	1 1/2"
LGB™-13	2	1 1/2"	1"	1 1/2"	1"	1	2"	1 1/2"
LGB™-14	2	1 1/2"	1"	1 1/2"	1"	1	2"	1 1/2"
LGB™-15	2	1 1/2"	1"	1 1/2"	1"	1	2"	1 1/2"
LGB™-16	2	1 1/2"	1"	1 1/2"	1"	1	2"	1 1/2"
LGB™-17	2	1 1/2" / 1 1/4"	1 1/4" / 1"	1 1/2" / 1 1/4"	1" / 1"	1	2"	1 1/2"
LGB™-18	2	1 1/2" / 1 1/4"	1 1/4" / 1"	1 1/2" / 1 1/4"	1" / 1"	1	2 1/4"	1 1/2"
LGB™-19	2	1 1/2"	1 1/4"	1 1/2"	1 1/4"	1	2 1/4"	1 1/2"
LGB™-20	2	1 1/2" / 2"	1 1/4"	1 1/2" / 2"	2"	1	2 1/2"	2"
LGB™-21	2	2"	1 1/4"	2"	1 1/4"	1	3"	2"
LGB™-22	2	2"	1 1/4"	2"	1 1/4"	1	3"	2"
LGB™-23	2	2"	1 1/4"	2"	1 1/4"	1	3"	2"



Notes:
 (1) Rated pressure for LGB™ 21-23 CSD-1 & FM 1/2 5" W.C.

RATINGS — STEAM

Boiler Model Number (1)	Heating Medium	Input MBH (2)	AHRI Certified Ratings (3)		Boiler N.P.	Eq. Ft. Steam	Boiler Water Content		Approx. Shipping Weight Lbs.	Assembled		Chimney Breaching Size (I.D.) (inches) (5)
			Gross Output MBH (2)	Net Rating Steam MBH (2)			Gallons	Water (gallons)		Block Weight	Complete Packaged Boiler Weight	
LGB-4-S	Steam	400	312	234	9.7	975	23.2	36.5	1185	975	1600	10
LGB-5-S	Steam	520	409	307	12.6	1279	28.9	45.6	1455	1200	1800	12
LGB-6-S	Steam	650	514	396	16.7	1607	34.6	54.7	1725	1425	2000	12
LGB-7-S	Steam	780	619	464	18.9	1936	40.3	63.9	2005	1650	2300	12
LGB-8-S	Steam	910	724	543	22.0	2264	46.0	73.0	2290	1900	2500	14
LGB-9-S	Steam	1040	829	622	25.2	2591	51.9	82.1	2580	2125	2800	14
LGB-10-S	Steam	1170	934	701	28.3	2918	57.6	91.2	2900	2375	3100	16
LGB-11-S	Steam	1300	1039	779	31.5	3246	63.4	100.4	3105	2600	3300	16
LGB-12-S	Steam	1430	1144	858	34.6	3576	69.1	109.5	3365	2850	3500	16
LGB-13-S	Steam	1560	1239	928	37.8	3868	74.9	116.6	3785	3100	4100	16
LGB-14-S	Steam	1690	1344	1015	40.9	4228	80.7	127.2	4085	3330	4300	16
LGB-15-S	Steam	1820	1449	1102	44.0	4592	86.4	136.9	4355	—	—	16
LGB-16-S	Steam	1950	1552	1188	47.2	4950	92.2	146.0	4725	—	—	17
LGB-17-S	Steam	2080	1658	1276	50.3	5316	98.0	155.1	4975	—	—	17
LGB-18-S	Steam	2210	1764	1364	53.5	5682	103.6	164.2	5270	—	—	18
LGB-19-S	Steam	2340	1867	1448	56.6	6034	109.5	173.4	5540	—	—	18
LGB-20-S	Steam	2470	1974	1533	59.8	6384	115.3	182.5	5820	—	—	19
LGB-21-S	Steam	2600	2077	1615	62.9	6720	121.0	191.6	6080	—	—	19
LGB-22-S	Steam	2730	2184	1696	66.1	7055	126.8	201.2	6365	—	—	19
LGB-23-S	Steam	2860	2288	1776	69.2	7402	132.5	209.8	6625	—	—	20

RATINGS — WATER

Boiler Model Number (1)	Heating Medium	Input MBH (3)	AHRI Certified Ratings (3)		Boiler N.P.	Boiler H.P.	Boiler Water Content Gallons	Boiler Shipping Weight Lbs.	Assembled		Chimney Breaching Size (I.D.) (inches) (5)
			Gross Output MBH (2)	Net Rating Water MBH (2)					Block Weight	Complete Packaged Boiler Weight	
LGB-4-W	Water	400	322	280	9.7	12.6	36.5	1185	975	1600	10
LGB-5-W	Water	520	419	364	12.6	15.7	45.6	1485	1200	1800	12
LGB-6-W	Water	650	523	455	15.7	18.9	54.7	1725	1425	2000	12
LGB-7-W	Water	780	628	546	18.9	22.0	63.9	2005	1650	2300	12
LGB-8-W	Water	910	737	641	22.0	25.2	73.0	2290	1900	2600	14
LGB-9-W	Water	1040	843	735	25.2	28.3	82.1	2560	2125	2800	14
LGB-10-W	Water	1170	950	826	28.3	31.5	91.2	2800	2375	3100	16
LGB-11-W	Water	1300	1057	919	31.5	34.6	100.4	3105	2600	3300	16
LGB-12-W	Water	1430	1165	1013	34.6	37.8	109.5	3365	2850	3500	16
LGB-13-W	Water	1560	1273	1107	37.8	40.9	116.6	3785	3100	4100	16
LGB-14-W	Water	1690	1381	1201	40.9	44.0	126.8	4085	3330	4300	16
LGB-15-W	Water	1820	1488	1295	44.0	47.2	136.9	4355	—	—	16
LGB-16-W	Water	1950	1597	1389	47.2	50.3	146.0	4725	—	—	17
LGB-17-W	Water	2080	1708	1485	50.3	53.5	155.1	4975	—	—	17
LGB-18-W	Water	2210	1817	1580	53.5	56.6	164.2	5270	—	—	18
LGB-19-W	Water	2340	1926	1675	56.6	59.8	173.4	5540	—	—	18
LGB-20-W	Water	2470	2035	1770	59.8	62.9	182.5	5820	—	—	19
LGB-21-W	Water	2600	2207	1919	62.9	66.1	191.6	6080	—	—	19
LGB-22-W	Water	2730	2318	2016	66.1	69.2	201.2	6365	—	—	19
LGB-23-W	Water	2860	2428	2111	69.2	72.3	209.8	6625	—	—	20

Notes:

- (1) Add to boiler number "S" for Steam, "W" for Water.
- (2) MBH = thousands of BTU/hour.
- (3) Net AHRI ratings are based on net installed radiation of sufficient quantity for building requirements. Do not add on for normal piping and pickup. Water boilers are rated at 80 psig maximum working pressure. Water ratings are based on piping and pickup allowance of 1.16. Additional allowance should be made for gravity hot water systems or unusual piping and pickup loads. Ratings shown are for elevations up to 2,000 feet. For ratings above 2,000 feet, reduce at rate of 4 percent per 1000 feet above sea level.
- (4) Sling length is 5 feet; 2 per boiler.
- (5) A twenty-foot (20') chimney height may be used in most cases, based on using a six-foot (6') length of connector for breaching of the size shown from the nearest draft hood outlet to the chimney or vent with not more than one (1) standard sloping-type 90° elbow. Consult the National Fuel Gas Code, ANSI Z223.1, for actual sizing. If individual vertical vents are to be used, each vent diameter should be the same size as the respective draft hood outlet and the height may be reduced to five feet (5') measured above the draft hood outlet.



BID FORM

PROJECT IDENTIFICATION: OTSEGO COUNTY
ALPINE CENTER
BOILER REPLACEMENT
GAYLORD, MICHIGAN

DELIVER BID TO: Otsego County Administration
225 West Main, Suite 203
Gaylord, MI 49735

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for ninety (90) calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No. N/A, ____, ____, ____,
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
 - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, or organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Division A – Building Base Lump Sum Bid

For the Orsego County Alpine Center Boiler Replacement. Complete with all appurtenance, as specified herein and as shown on the plans, the Bidder agrees to perform all of the work of this Contract for the following lump sum bid price.

Total Lump Sum Bid Price: \$ 103,486

Total bid amount in words

One hundred three thousand four hundred eighty six Dollars and 0 cents.

6.01 Bidder agrees to have the first set of 2 boilers installed and operational no later than Friday, December 1, 2017, and to have the second and final set of 2 boilers installed and operational no later than Monday, January 1, 2018. The project will be substantially completed on or before *Monday, January 1, 2018*, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before *Monday, January 29, 2018*.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security
- B. Noncollusion Affidavit of Prime Bidder (Attachment A)
- C. Bidder Information (Attachment B)
- D. Shop Drawings: The Bidder shall submit with his bid the manufacturers shop drawings for the boiler equipment upon which the bid is based. This is intended to speed up the equipment procurement process by allowing shop drawings to be approved in advance such that the selected bidder has the ability to order equipment immediately upon receipt of the Notice to Proceed.

SUBMITTED on 8/16/17, 2017.

State Contractor License No. 315383 3B. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

A Corporation

Corporation Name: Balkan's Rumors + Hoaxing (SEAL)

State of Incorporation: MICHIGAN

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Thomas A. Rand

Title: Partner (CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: 2111 E. Michigan Rd

Ann Arbor, MI 49106

Phone No. 734-753-2110 Fax No. 734-7347-4947

Date of Qualification to do business is 2/1/1982

**Attachment A
Noncollusion Affidavit of Prime Bidder**

State of: MICHIGAN

County of: EMMET

James A. Gano, being first duly sworn, deposes and says that:

- (1) He/She is the Partner of Barnard's P&H, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, either directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or that of any other Bidder, or, to fix any overhead, profit, or cost element of the bid price or the bid price or prices in the attached bid or that of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Bay Mills Township or any person interested in the proposed Contract.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signed By:


(Title)

Subscribed and sworn to before me this 16th day

of August, 2017

James B Shull

Charlevoix County, acting in Emmet

My Commission Expires: 8/9/18

Attachment B
Bidder Information

GENERAL

The Bidder must complete the following:

A. Active Projects -

Year Began	Owner	Contract Price	Project Description
1. 2017	Nova Central Michigan Central	789,000	Library Renovation
2. 2014	Chetek Area Schools	395,000	Art Room
3. 2017	Emmet County	84,000	Levante Road Corra.
4. 2017	Wolverine Schools	139,000	Boiler Replacement

B. Completed Similar Projects -

Year Began	Owner	Contract Price	Project Description
1. 2014	Portway Schools	409,000	School Buildings
2. 2016	Mark Stearns Hospital Pharmacy	55,000	Renovation for Pharmacy
3. 2016	Montana Apartment Gaylord	586,000	New Apartment
4. 2014	Hawarden Observatory	742,000	New Observatory

C. Bidder's approximate bonding capacity as of August 1, 2017, 1,000,000

D. Name of Bidder's superintendent who will be responsible for the project -

1. Tannis Park, Ar Toivola (Two alternate names are acceptable)

1. General Experience

20+ years in HVAC



AIA

Document A310™ – 2010

Bid Bond

CONTRACTOR:

Name, legal status and address)

Mechanical Contracting Services, LLC
c/o Ballard's Plumbing & Heating
PO Box 239
Petoskey, MI 49770

SURETY:

*(Name, legal status and principal
place of business)*

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER:

(Name, legal status and address)

Oscego County

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Bid(10% of Bid)

PROJECT: Alpine Center Boiler Replacement
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of August, 2017

	
<i>(Witness)</i>	<i>(Principal)</i>
<i>(Witness)</i>	<i>(Title)</i>
Richmond Livingston	United States Fire Insurance Company
	<i>(Surety)</i>
	<i>(Title)</i>
	Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01129408918

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Casenza, James Slear, Lori King-Clyde

each, its true and lawful Attorney(s)-In-Fact with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.



UNITED STATES FIRE INSURANCE COMPANY

A. R. R.

Anthony R. Shimowitz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA

Sonia Scala (Notary Public)

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16 day of August 2017



AJ Wright

AJ Wright, Senior Vice President