

**Town of Haverstraw**  
**Police station HVAC replacement**

**101 West Ramapo Road**  
**Garnerville, New York 10923**

**October 7, 2022**

**SPECIFICATION OF WORK**

Prepared for:  
Town of Haverstraw  
1 Rosman Road  
Garnerville, New York 10923

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## HVAC installation

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**SCOPE:**

This Project will consist of the installation of new HVAC equipment in place of an existing equipment. Plans with the general location of the equipment accompany this specification. The Town of Haverstraw, which will be here in known as the "owner" has a committee, the building inspector, and an engineer to ensure that the work is competed in a timely and professional manner, according to good industry and standard practice, A.I.A. Requirements, AASHTO Requirements, and manufacturer's specification.

**BIDDING:**

I. **BIDDER'S REPRESENTATION:**

- A. Each Bidder, by making his bid, represents that:
1. He/she has read and understands the Bidding Documents and his/her Bid is made in accordance therewith.
  2. He/she is financially solvent and he/she is experienced in and competent to perform the type of work and furnish all plant, materials, supplies or equipment necessary for the Work. He/she has sufficient permanent personnel to supervise, coordinate, and maintain proper execution and progress of the Work.
  3. He/she is familiar with and will comply with all Federal, State and Municipal laws, rules, ordinances, and regulations, which may in any way affect the Work and those employed therein, including but not limited to, any special acts relating to the Work or to the Project of which it is a part.
- B. Such temporary and permanent work required by the Contract Documents as is to be done by him/her can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property.

- C. He/she has carefully examined the Drawings, Specifications, and visited the site; that from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the Work, the character, to be encountered, the character of materials, equipment and other facilities needed for the performance of the Work, and that he/she has familiarized himself/herself with local conditions under which the Work is to be performed.
- D. His/her Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.
- E. Bidders are cautioned to examine carefully the complete set of Bidding Documents in order to acquaint themselves with any requirements contained therein which require one contractor to install items of work, materials or equipment furnished by another contractor as required to complete the entire Project. Bidders shall also note all cases where it is specified that certain work or materials, or both, are omitted by one contractor and provided by another contractor identified therein. It is understood that the various Bidders each have included such work in their proposals even though such work is not specifically mentioned within the Divisions and Sections of the Specification upon which they are bidding.

II. BIDDING DOCUMENTS:

- A. The instructions to Bidders, Form of proposal, Specifications and other Contract Documents will be on file at Town of Haverstraw, New York.
- B. Complete sets of Bidding Documents shall be issued in preparing bids; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. The Owner or Engineer, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

III. INTERPRETATION OR CORRECTION:

- A. Bidders shall promptly notify the Engineer of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- B. Bidder requiring clarification or interpretation of the Bidding Documents shall make a request by e-mail to the Engineer, to reach him at least ten (10) days prior to the date for receipt of bids.
- C. Any interpretation, correction or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections and changes.
- D. Requests for clarifications should be e-mailed to:  
[bartrodi@hotmail.com](mailto:bartrodi@hotmail.com)

#### IV. SUBSTITUTIONS:

- A. Wherever in the Bidding Documents a particular product is shown or specified, such product shall be regarded as standard of the quality required. If two (2) or more products are indicated, each shall be regarded as the equal of the other.
- B. In the event the Bidder proposes to substitute any product required by the Bidding Documents, he/she shall submit written request to the Engineer, for approval of such substitution, with substantiating data relative to the quality and feasibility of the substitution, as well as the amount of credit, which will accrue to the Owner.
- C. Where the words "or approved equal", or other synonymous terms are used in the Specifications, it is expressly understood that they shall mean that the approval of any such product is vested in the Engineer whose decision of approval or disapproval shall be final. All such product must be submitted for approval as above.
- D. The intent of the above paragraphs is to encourage and permit competition on qualified products by reputable and qualified contractors, suppliers, and manufacturers, whose products, reputation, and performance warrant approval for the condition, intent of design, and performance considerations.

- E. Wherever in the Bidding Documents any product is shown or specified by describing a proprietary item, model number, catalog number, manufacturer, trade name or similar reference, the Bidder obligates himself/herself to submit a proposal and accept award of contract based upon the use of such product. Use of such reference is intended to establish the measure of quality, which the Engineer has determined as requisite and necessary for the Project.
  - F. The right is reserved by the Engineer to approve or disapprove proposed deviations of product design, function, or similar differences, which will affect the design intent.
  - G. To obtain consideration, during bidding, to use unspecified products, the Bidder shall submit a written request which must be received by the Engineer at least ten (10) days prior to the date for receipt of bids. If the Engineer approves any proposed substitution, such approval will be set forth in Addendum. Bidders shall not rely upon approvals made in any other manner.
- V. ADDENDA:
- A. No interpretation or correction of the Bidding Documents or substitution approval shall be made to any Bidder orally. Any and all such interpretations and approvals will be in the form of written Addenda.
  - B. Addenda will be e-mailed or delivered to all who are known by the Engineer to have received a complete set of Bidding Documents.
  - C. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
  - D. No Addenda will be issued later than seven (7) days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.
  - E. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and they shall become part of the Contract Documents.
  - F. Failure of any Bidder to acknowledge receipt of all Addenda shall not relieve the Bidder from any obligation under his/her bid. All Addenda issued shall become part of the Contract Documents.

VI. BIDDING PROCEDURE:

- A. Bids shall be submitted on the forms provided by Engineer.
- B. All blanks on the bid form shall be filled in by typewriter or manually in ink.
- C. Where so indicated by the makeup of the bid form, sums shall be expressed both words and figures and in case of discrepancy between the two the written amount govern.
- D. The signer of the Bid must initial any interlineations, alteration or erasure.
- E. All requested Alternates shall be bid.
- F. Where there are two or more major items of work for which separate quotations have been requested, Bidder may state his refusal to accept less than whatever combination of the items he stipulates.
- G. Bidder shall make no additional stipulations on the bid form nor qualify his/her bid in any other manner.
- H. Each copy of Bid shall include the legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

VII. SUBMISSION OF BIDS:

- A. All copies of the bid and other documents required to be submitted shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and the portion of the Project or category of work for which the Bid is submitted. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addenda. Bids received after the time and date for receipt of bids will be returned unopened.

- C. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids.
- D. Oral telephonic or telegraphic Bids are invalid and will not receive consideration.

VIII. OPENING OF BIDS:

- A. Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified bids received on time will be opened by the Owner.

IX. REJECTION OF BIDS:

- A. The Owner shall have the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required bid security or date required by the Bidding Documents or a Bid in any way incomplete to Bidders.

X. ACCEPTANCE OF BID (AWARD):

- A. The Owner shall have the right to waive any informality or irregularity in any Bid received.
- B. It is the intent of the Owner, if he/she accepts any Alternates, to accept them in order in which they are listed in the bid form, but the Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
- C. It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

XI. QUALIFICATION OF CONTRACTS:

- A. The Owner shall make such investigation as it may seem necessary to determine the ability of a Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of a contract and to complete the



work contemplated therein. Conditional bids will not be accepted. The Owner reserves the right to have the Bidder perform a minimum 25% of the Work with his own forces.

XII. POST-BID INFORMATION:

- A. Unless waived by the Engineer, the Bidder shall within seven (7) days of notification of selection for the award of a contract for the Work, submit the following information to the Engineer:
  - 1. A designation of the Work to be performed by the Bidder with his own forces.
  - 2. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
  - 3. The names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work.
- B. The Bidder will be required to establish to the satisfaction of the Engineer and Owner the reliability and responsibility of the proposed persons or entities to furnish and perform the Work described in the Sections of the Specifications pertaining to the respective trades.
- C. Prior to the award of the Contract, the Engineer will reply to the Bidder in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to Engineer to reply shall constitute notice of no reasonable objection.
- D. Subcontractors and other persons and entities proposed by the Bidder and not objected to by the Owner or the Engineer must be used on the work for which they were selected and proposed and shall not be changed except by written request to Owner and the Engineer.

XIII. BID Meeting:

A bid meeting will be held on October 19, 2022 at 3pm, at the Haverstraw Police Station. The purpose of the meeting is to have all contractors interested in submitting a bid to observe the on-site conditions and to ask any questions in regard to the project.

### **KICK OFF MEETING:**

Once the contractor is awarded the Project and contracts are signed, there will be a kick off meeting. This meeting shall occur prior to any work on the Project.

The contractor shall submit copies of the contractor's insurance, payment schedule, and Project schedule including the proposal of a plan in which the work will be performed.

Upon approval by the Owner and the Engineer, the Project will commence.

### **MATERIALS:**

#### RTU

15 ton, unit model 38AUQ, heat pump manufactured by the Carrier corporation or approved equal

#### Indoor unit

15 ton, unit model 40RUQ, air handler manufactured by the Carrier corporation or approved equal

#### Refrigerant lines

Provide new manufacture required refrigerant lines for the units

#### Refrigerant

Provide R-410A refrigerant for the new system

#### Electric lines

Provide new electric lines as per the manufactured requirements

#### Ducts

Provide ducts and transition sections as necessary

#### Thermostat

Provide a new Honeywell programable heat pump thermostat or equal

## **INSTALLATION:**

All work must be performed in compliance with the New York State Building Code, AASHTO Requirements, manufacturer's specifications, and according to good industry and standard practices.

All work must follow the Installation, start-up and service instructions by Carrier corporation for 38AUQ, heat pump condensing units, with Puron (R-410A) refrigerant, Which can be readily obtained be the manufacturer

A drawing showing the general location of the equipment to be replaced is included as part of the specification

### **Removal**

- Disconnect all electric (line voltage) from the units
- Disconnect all low voltage wiring
- Reclaim the existing refrigerant and properly dispose of the same
- Remove the existing roof top unit
- Remove the existing interior packaged air handler unit
- Remove the existing refrigerant lines
- Remove the existing electric lines to the roof

### **Installation**

- Install new electric lines as necessary for the new equipment
- Install new refrigerant lines as necessary for the new equipment
- Install the new roof top unit
- Install the new interior unit (air handler)
- Install ductwork and transitions as necessary
- Install new thermostat
- Make all necessary connections for a complete and proper installation

#### Start-up

- Start up the unit in compliance with the manufactures' instructions and requirements
- Provide air traverse readings with report upon completion

#### **COMPLIANCE:**

The contract work will be performed in accordance with the New York State Building Code, AASHTO Requirements, manufacturer's specifications, and according to good industry and standard practices.

#### **PROGRESS SCHEDULE:**

The contractor shall provide a progress schedule indicating starting and completion dates. The contractor will provide a proposal of a plan in which the work will be performed.

#### **SUPERVISION:**

The contractor must supply continuous supervision in order to ensure conformity with the contract and to provide liaison with the Owner.

#### **STORAGE:**

A space will be provided by the Owner for material storage. All materials must be stored in accordance with manufacturer's specifications. All construction material must be properly stored at the end of each day's work.

**SAFETY:**

The contractor will erect safety barricades and devices as necessary to protect the public. The safety barricades will be erected as required by the Engineer, municipal officials having jurisdiction over the work, or the Owner.

**PROJECT DEBRIS:**

Contractor shall be responsible for the removal and legal disposal of all job related debris from the job site. The contractor shall furnish all permits, dumping fee, etc., for the removal of debris. The debris must be removed from the job site daily.

**SITE CONTAINERS:**

The contractor may use site containers for garbage and debris during the Project. The contractor shall not have more than one container on the property at one time. The Owner and the Engineer will approve the placement of the containers.

**PAYMENT SCHEDULE:**

The contractor will receive periodic payments based on the progress of the completed work as approved by the Owner. The contractor shall provide a proposed payment schedule subject to review and acceptance by the Owner.

**COMPLIANCE WITH LAWS:**

Contractors shall comply with and shall require all subcontractors to comply with all applicable Federal, State and local laws, permits, rules, regulations and Executive Orders, including but not limited to the State Finance Law, Article 15 of the State Executive Law, Sections 220 et seq. and Article 8 of the State Labor Law, Federal Executive Orders 11246 and 11375. NYS Executive Order 45 relating to equal employment opportunities requirements, U.S.C. Title 23 Section 140, Title VI of the Civil Rights Act of 1964, as amended, the Fair Housing Act, the Americans with Disabilities Act and the Clean Air/Clean Water Act.

**PREVAILING WAGE:**

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with New York State Labor Law 220 and Article 1 & 17 of the New York State Constitution and the rules and regulations of the Department of Labor and Industries.

**CONTRACT:**

The Owner will prepare the contract for work.

### **INSURANCE REQUIREMENTS:**

Proof of Workmen's Compensation Insurance and a Certificate of Liability Insurance shall be provided prior to the start of work. Liability insurance must be provided at no less than \$2,000,000.00 aggregate; and \$1,000,000.00 per occurrence for personal injury and \$1,000,000.00 per occurrence for property damage; including coverage for collapse, explosion, and underground property damage (XCU); fire legal at \$500,000 and medical payments at \$5,000.00.

### **PERFORMANCE BOND:**

The contractor shall provide a performance bond for the full amount of the contract and for the duration of the project. The contractor shall provide payment and maintenance bonds for the project. The contractor shall be responsible for the payment of such bonds along with all obligations arising there under. The company providing the bonds must be acceptable to the Town of Haverstraw and licensed to conduct business in the State of New York.

### **WARRANTY:**

The manufacturer's warranty for any material and a two-year warranty for workmanship from the contractor must be provided to the Owner. Such warranty shall be submitted to the Owner upon completion of the Project.

**CODE COMPLIANCE:**

During the construction, the contractor must conform to all applicable local, state and federal codes.

**MISCELLANEOUS:**

Contractor shall identify all damage in the work area and must call this to the attention of the Owner before proceeding. Failure to do so will hold the contractor responsible for damage. Contractors will be required to visit the job site to be familiar with the Project prior to bid. Failure to do so may result in rejection.

Care must be exercised as not to damage the roof, interior components, trees, shrubs, plants, etc. All damaged property must be restored.

Items requiring clarification must be brought to the attention of the Engineer before bid submission. The intent is to have all contractors enter their bids on an equal basis.



**Town of Haverstraw**  
**101 West Ramapo Road**  
**Garnerville, New York 109623**  
**Police Station HVAC replacement**

Legal Name of Bidder: \_\_\_\_\_

Description of Bidder: \_\_\_\_\_

\_\_\_\_\_

The bids shall be submitted to the Town of Haverstraw Building Department no later than January 4, 2023 by 10AM. The Bids will be opened on January 4, 2023 at 10:00 AM

Cost to furnish all labor, equipment and materials to perform the HVAC installation:

\$ \_\_\_\_\_

Additional cost to increase labor warranty to 2 years

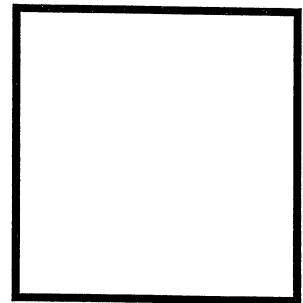
\$ \_\_\_\_\_

Additional cost to provide as built drawings upon completion

\$ \_\_\_\_\_

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Sign Name Date



Corporate Seal