



BID

FOR

CITY HALL

HVAC – Heat Pump Replacement

BID No. F-2012-01

Bid Opening Date

January 19, 2012 at 2 PM

Fruitland City Hall

BIDDER SPECIFICATIONS

A. QUALIFICATIONS OF BIDDER AND DISQUALIFICATION OF BIDS

1. All bidders are to be acceptable to the Owner and shall be skilled in the class of work for which they bid. Bidders shall furnish in writing, upon demand, a list giving the date and location of work performed of similar character and magnitude of that on which they are bidding.
2. The Contractor shall examine the premises and observe the conditions under which the work will be done, or other circumstances which will affect the contemplated work. No allowance will be made subsequently in this connection for any error or negligence on the Contractors part.
3. The bidders shall familiarize themselves with the total scope of work avoiding misunderstandings in regard to the nature and character of the work to be performed. All work shall be the best of its kind and done in accordance with good standard practice.
4. The bidders must adhere strictly to the specifications. Any change or deviation from the specifications or any detail in which their product or services differ from these specifications must be examined in detail in a separate letter accompanying their bids.

B. GUARANTEE

1. The contractor shall furnish the Owner a two-year guarantee of materials and a one-year guarantee workmanship, dating from time of acceptance of the project and shall make good any defects which may occur during that period. If any special guarantees in excess of these periods are specified by the manufacturer, these guarantees shall take precedence.

C. TIME FOR COMPLETION

1. The work contemplated under this contract shall be considered as continuous and shall begin within 10 working days and be completed within 10 days of receipt of A Notice to Proceed. This timetable may be affected by materials delivery schedules. The contractor shall indicate this on the bid.
2. The contractor will be permitted to work on holidays observed by City Of Fruitland or the State of Maryland or on Saturdays or Sundays with permission by the City in writing.

D. PENALTY

1. If the contractor shall fail to start and complete the project within the time frame stated above, the Owner shall assess a penalty of \$100 per calendar day for each and every day the contractor fails to complete the contract. The City Manager reserves the option to extend the scheduled completion date or waive this penalty clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

E. PAYMENT

1. On the 15th day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of duly certified approval estimate of work performed during the preceding calendar month to the Contractor. The City will retain 10% of the amount of each estimate until the final completion and acceptance of all work covered by this contract.
2. Final payment in full will be made within thirty (30) days after full completion of the work provided that the contract has been fully performed according to these specifications.

F. CHANGES IN WORK

1. The Owner, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum
 - b. By unit prices named in the contract or subsequently agreed upon.

G. ERRORS OR OMISSIONS

1. Should any detail be omitted from the specifications or from the details, or should any errors appear in either, it shall be the duty of the Contractor to notify the Owners designated Inspector. In no case shall the contractor proceed with the work without notifying and receiving definite instructions from the Owner. Work which is incorrectly constructed without such notification shall be corrected by the Contractor at his own cost.

H. CONTROL OF CONTRACTS

1. The Contractor shall furnish all labor and materials and has entire charge of the project and shall be solely responsible for the execution of the work in its entirety, whether sublet or executed by the Contractors own organization.
2. The Contractor will be required to deliver to the Owner Release of Liens from all sub-contractors.

I. PERMITS

1. The Contractor shall give all notices and obtain and pay all necessary permits required by local laws and regulations for building. State and Federal permits to undertake work have been obtained by the Owner and accompany these specifications.

J. SUPERVISION

1. The Contractor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Contractor, and all directions given to him shall be binding. Important decisions of any directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the Owner or his representative does not relieve the Contractor of responsibility for defective work executed under the direct control of the Contractor. Responsibility for defective work rests upon the Contractor, whether discovered by the Owner prior to final payment or subsequent thereto.

K. RELEASE OF LIENS

1. The Contractor will be required to deliver to the Owner, Release of Liens from the prime contractor and all sub-contractors before final payment is made for the job.

L. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the contractor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Contractor.

M. RESPONSIBILITY FOR DAMAGE CLAIMS

1. The Contractor shall indemnify and save harmless the City and all its representatives from all suits, actions or claims of any character, brought on account of any injuries or damages sustained by any person or property in

consequence of any neglect in safeguarding the work or any act of omission of the said Contractor, or for any other reason occurring as result of any act, omission, neglect or misconduct in the manner or method of executing said work during the period of construction and until such time as the improvements shall be formally accepted.

N. INSURANCE

1. The Contractor shall furnish and maintain, during the period of this agreement and at its own cost, policies of insurance as follows:
 - a. Covering the legal liability of the Contractor and/or its sub-contractors who may be engaged in the work to pay claims for personal injuries to the Contractor's employees and for death resulting therefrom under the State of Maryland's Worker's Compensation Law.
 - b. Covering the legal liability of the Contractor to pay claims for damages or personal injuries, including death, on the account of accidents to persons other than employees of the Contractor, and to pay claims for property damages arising from operation under this agreement. Minimum liability requirements for this purpose shall be one million dollars (\$1,000,000).
 - c. The Contractor shall provide the City with the Certificate issued with the City named as a co-insured by the insurance carrier or broker which evidences the coverage described above to the satisfaction of the City.
 - d. The Contractor and all employees or agents of the Contractor assume all risk and danger incidental to the Contractor's obligations and operations provided in this agreement. The Contractor agrees that neither the City nor its officials, employees, agents or representatives shall be liable for injuries including death, to person or property arising out of the Contractor's obligations and operations provided in this agreement.

O. FAMILIARITY WITH LAWS, ETC.

1. The bidder is assumed to have made himself familiar with all federal, state, local and municipal laws, ordinances, rules and regulations which, in any manner, affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work, and no plea of misunderstanding will be considered on account of the ignorance thereof. If the bidder or contractor shall discover any provisions in the plans, specifications, or contract which is contrary to or inconsistent with any such law, ordinance, rule or regulation, he shall forthwith report it in writing to the owner or any representative thereof.

P. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE

1. Bidders shall make a personal examination of the location of the proposed work and of the surroundings thereof, and shall thoroughly acquaint themselves with the details of the work to be done and all the conditions and obstacles likely to be encountered in the performance and completion of the work. Bidders shall inform themselves as to the facilities for the transportation, handling and storage of equipment and materials, and they shall carefully study the plans, specifications and other conditions under which the work is to be done and as to the character, qualities and quantities of work to be performed and materials to be furnished, and be prepared to execute a finished job in every particular without extra charge whatever, except as may be specifically provided for elsewhere in these contract documents. No

allowance will subsequently be made in this regard for error and/or negligence on the part of the contractor.

Q. INTERPRETATIONS BY ADDENDUM

1. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of bid documents will be made only by addendum duly issued, and a copy of such addendum will be posted on the City website at www.cityoffruitland.com at least five (3) days prior to the bid opening date. The Owners will not be responsible for any other explanation or interpretation of the documents. The Bidder shall acknowledge the receipt of Addendum in his proposal.

R. WORKMANSHIP

1. First class work shall be performed and all materials furnished in carrying out the contract shall be of character and quality required by the specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished, at whatever time they may be discovered, shall be immediately removed and satisfactorily replaced by the Contractor, when notified to do so by the Owner.
2. The Contractor shall employ only competent labor specifically experienced in the proposed work. Any employee who is careless, incompetent, disorderly, or who uses abusive or profane language shall be discharged or removed from the project on request of the Owner.
3. The work shall be under the general supervision of the Owner and its duly appointed field representatives, in accordance with a general plan agreed upon between the Owner and the Contractor. The Contractor shall appoint a competent superintendent and necessary foreman for the direct supervision of the work. The Supervisor shall be on the job at all times that the work is in progress, and shall be available during non-working hours in event of an emergency.

S. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Contractor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96)
2. Failure of City of Fruitland to inform the Contractor of safety violations will not release the Contractor of his responsibilities.

T. PROTECTION OF PRIVATE AND PUBLIC PROPERTY

1. The Contractor shall take all necessary precautions to protect the existing county facilities, whether or not shown on the plans.
2. The Contractor shall be held responsible for any damages and the cost of repairing these damages shall be paid by the Contractor.

City of Fruitland

HVAC – Heat Pump Replacement Specifications

PART 1 - GENERAL:

1.1 DESCRIPTION OF WORK - LABOR

- This section describes the work necessary to replace the existing heat pump system with a new heat pump. All work shall be completed in strict accordance with these specifications. The work shall include, but not be limited to the following:
 - Removal and disposal of old HVAC unit and thermostats
 - Replacement with new unit as per specifications below
 - Hook up and testing of all water lines and electric for new unit
 - Replacement of existing thermostats with new timed thermostatic units
 - Clean up of all work areas

PART 2 - MATERIALS:

2.1 DESCRIPTION OF MATERIALS – Heat Pump Unit

- Climatemaster TL Series 60Hz – Model TLV-100 AHC1ANBTS (or approved equal)
- HFC-410A refrigerant
- Rated at 8 tons
- Coil is to be cupra-nickel treated for ground water corrosion resistance of a product of equal performance
- Three Honeywell 5-2 Day Programmable Thermostat with Backlight Model # RTH2300B



BID FORM

DATE: _____

TO: City Manager
City of Fruitland, Maryland
PO Box F, 401 E. Main Street
Fruitland, Maryland 21826

Item	Cost
Materials – New 8 ton unit as per spec	
Materials – Three Timed Thermostats as per spec	
Labor – For all work	
Total	

Exceptions or Substitutions Noted/Attached Yes_____ No_____

The City of Fruitland reserves the right to accept any or all parts of the proposal and to accept the proposal that is deems to be in the best interest of the City or to reject any or all of the proposals.

I have read, understood, and agreed to the terms and conditions of all contents of this BID. The undersigned agrees to furnish the commodity or service stipulated in this BID as stated above. For a site inspection please contact City Manager Rick Konrad at 410-548-2809.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

Email Address _____