

# HVAC – Sample Special Conditions – Chiller Pre-Purchase Guideline Specifications

Section 236414-4

CHILLER PRE-PURCHASE  
GENERIC STATE FACILITY  
FRANKFORT, KY  
FILE NO. 785-C102-FM01-00

1 DIVISION 010000 - GENERAL REQUIREMENTS

2

3 SECTION 01050 - SPECIAL CONDITIONS

4

5 SCOPE

6

7 The specifications describe the work to be done and the material to be provided for  
8 furnishing three (3) pre-purchased centrifugal water chillers for the **[facility name]**,  
9 **[facility address]**.

10

11 This procurement action is initiated to effect the timely delivery of the equipment and to  
12 select the chillers to be purchased on the lowest modified life cycle cost subject to  
13 available funds.

14

15 The Division of Engineering & Contract Administration (as a part of Department for  
16 Facilities & Support Services, Finance and Administration Cabinet) will place the orders  
17 for the purchase and shipment of the equipment.

18

19 Installation, except as mentioned herein, is not a part of this Contract. The Installing  
20 Contractor for the project will be responsible for receiving the pre-purchased equipment  
21 and material upon arrival at the designated delivery point, making an inspection for  
22 damage in transit, unloading at the job site and providing temporary storage, insurance  
23 coverage and protection following delivery.

24

25 The delivery point of the pre-purchased equipment and materials shall be F.O.B. truck  
26 bed at the facility site. The Vendor of this Contract shall provide at least (3) weeks  
27 advance notice of the shipping date, weight, rigging requirements, etc., to the Engineer  
28 and the appropriate installing contractor.

29

30 The projected delivery and project schedule is as follows:

31

32 Award of Contract for pre-purchased  
33 materials and equipment September 15, 2011

34

35 Delivery of chillers January 15, 2012

36

37 Complete chiller installation & startup May 1, 2012

38

39 The above manufacture and delivery schedule is predicated upon the condition that the  
40 Department of Contracting & Administration will issue the Contract by no later than the  
41 projected date. If the Contract is not be issued before this specified time, the Contract  
42 delivery date will be extended one day for each day of delay.

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1 On account of the various manufacturers, it is impossible to specify all details of  
2 construction; however, all materials and labor shall be furnished which are necessary to  
3 construct the listed equipment in accordance with the best-accepted practice. Each  
4 Vendor shall visit the project before submitting a bid to verify that the proposed chillers  
5 can be installed and service maintained in the available space and can be accessed into  
6 the building through the existing exterior and interior doors. If chillers require  
7 disassembly and reassembly for installation, the Vendor shall be responsible for the  
8 work and all associated costs.

9  
10 These Special Conditions shall apply to all Divisions of the Specifications.

11  
12 CONFLICTS

13  
14 If there is any conflict in the "Instructions to Bidders" and the "General Conditions" with  
15 these "Special Conditions," the "Special Conditions" shall govern.

16  
17 DEFINITIONS

18  
19 The term "Owner" as used throughout the Specifications and Contract Documents  
20 means the Commonwealth of Kentucky, acting through the Finance and Administration  
21 Cabinet and its Administrative Agent, the Department for Facilities & Support Services,  
22 including the Division of Engineering and Contract Administration.

23  
24 The term of "Engineer" as used throughout the Specifications and Contract Documents  
25 means the firm of [firm name], [firm address]. Contact [firm contact name], [contact  
26 phone] (voice), [contact fax] (fax), [contact email address].

27  
28 The term "Vendor" or "Chiller Vendor" means the successful bidder for this procurement.

29  
30 The term "Installing Contractor" means an outside entity that will be hired by the Owner  
31 under a separate contract to receive and install the pre-purchased chiller equipment.

32  
33 Installing Contractor: For this project, the General Contractor is [GC Company Name],  
34 [GC Company Address] contact [GC Contact Name], [GC Contact phone], [GC  
35 Contact Email Address]. The mechanical subcontractor is [Subcontractor Company  
36 Name], [Subcontractor Address], [Subcontractor Phone], [Subcontractor Email  
37 Address].

38  
39 The term "provided" as used throughout these Specifications shall mean furnish and  
40 deliver to the Owner's property.

41  
42 The terms "chiller", "chillers" and "chiller(s)" means each and every chiller purchased  
43 under this procurement, without regard to plurality of the term.

1     LIQUIDATED DAMAGES

2

3     The chiller manufacturer is responsible for delivering all chillers by the specified delivery  
4     date. If the chiller manufacturer fails to meet this date, then the owner will assess  
5     liquidated damages at five hundred dollars (\$500.00) per day for each consecutive day  
6     for late chiller delivery.

7

8     PAYMENT TO VENDOR

9

10    After delivery and acceptance of all chillers, the Vendor may apply for payment in an  
11    amount equal to ninety (90%) percent of the total purchase contract price. The  
12    remaining ten (10%) percent shall be retained until all the equipment has been installed,  
13    started, tested and accepted.

14

15    ALLOWANCE FOR TRAVEL EXPENSES FOR FACTORY WITNESS TESTING

16

17    The Chiller Vendor's bid price shall include an allowance of \$1,000.00 to cover the travel  
18    expenses of the Owner's Representative for the witness test. The allowance will be  
19    adjusted by change order on a dollar-for-dollar basis to reflect the actual incurred  
20    expenses after the completion of the test.

21

22    KENTUCKY SALES AND FEDERAL EXCISE TAX

23

24    The Commonwealth of Kentucky is exempt from the provisions of the Kentucky 6% sales  
25    tax. Bidders shall take this into consideration in the computation of their bids.

26

27    The Commonwealth of Kentucky is entitled to exemption from federal excise tax.  
28    Bidders shall take this into consideration in the computation of their bids.

29

30    The Commonwealth will furnish exemption certificates to cover excise tax exemption  
31    where applicable and when requested by the Vendor.

32

33    ORDINANCES AND CODES

34

35    All work as specified shall be executed in strict compliance with all state regulations and  
36    codes and shall be in compliance with all National Codes when same have jurisdiction.

37

38    All bidders must be qualified and experienced, and must meet the requirements all state  
39    statutes, codes, ordinances, or rules governing the performance of this type of work.  
40    Bidder must be able to submit proof thereof on request.

41

42    PERMITS

43

- 1 All permits, inspections and certificates necessary shall be obtained by the Vendor from
- 2 the authorities governing such work. The cost of all permits, inspections and certificates
- 3 shall be paid by the Vendor.

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4 ADDENDA

5

6 Bidders shall take prompt action and allow sufficient time for making interpretations.  
7 Prompt action and allowing sufficient time shall be interpreted as meaning that bidders  
8 shall make any requests for explanations or interpretations by such method of  
9 communication as will place the request in the hands of the Engineer no less than ten  
10 (10) calendar days prior to the date set for the opening of bids. No addendum will be  
11 issued later than seven (7) days prior to the date set to the opening of bids, such period  
12 being adjudged necessary for distribution of an addendum to all bidders. The failure of  
13 bidders to request explanations and interpretations as set forth above, and the  
14 submission of a bidder so doing shall be construed as evidence that no explanations or  
15 interpretations were required. Claims made subsequent to submission of a bid for labor,  
16 materials, tools, discrepancies, or omissions, which were not questioned as set forth  
17 above or for difficulties encountered thereby will not be eligible for consideration. The  
18 Engineer's decisions in such cases shall be final. Questions concerning the technical  
19 specifications shall be directed by mail to the Engineer.

20

21 SPECIFICATIONS

22

23 It shall be the responsibility of the Vendor to carefully examine the Specifications and  
24 Contract Documents pertaining to all phases of the Contract in order that the Vendor  
25 may foresee all requirements for the coordination of his work. The Special Conditions  
26 and all other Contract Documents apply to all branches of the work. The submission of  
27 a bid shall be construed as evidence that such examination has been made. Claims  
28 made subsequent to submission of a bid for labor, materials, tools, equipment,  
29 transportation, etc., required on account of not having made an examination as set forth  
30 above will not be eligible for consideration. The Engineer's decisions in such case shall  
31 be final.

32

33

34 CATALOG/DRAWINGS, PERFORMANCE CRITERIA AND PHYSICAL DATA

35

36 The apparent low bidder shall provide to the Engineer two (2) sets of complete catalog  
37 information, drawings, equipment performance, physical and electrical data, computer  
38 selection output and other relevant information, describing the proposed chillers, within  
39 one (1) week after bid opening.

40

41 Submittal data shall include the following information:

42

43 LIST OF PERFORMANCE CRITERIA AND PHYSICAL DATA – Chillers 1,2 & 3: 400 ton  
44 centrifugal chillers (values are for each machine)

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1			
2	1. Compressor		
3	a. Type	_____	
4	b. RPM	_____	
5	c. Motor Horsepower being supplied	_____	max.
6	d. Maximum KW	_____	max.
7	e. KW at Specified Conditions at full load	_____	max.
8	f. Full Load Amps	_____	max.
9	g. Locked Rotor Amps	_____	max.
10	h. Starter Size	_____	
11	i. Power Factor		
12	1. 100% load	_____	
13	2. 75% load	_____	
14	3. 50% load	_____	
15	4. 25% load	_____	
16	j. Part Load KW (based on ARI Standard)		
17	1. 100% load	_____	
18	2. 75% load	_____	
19	3. 50% load	_____	
20	4. 25% load	_____	
21			
22	2. <u>Evaporator</u>		
23	a. Full load tons	400	min.
24	b. Leaving water temperature	42	max.
25	c. Entering water temperature	58	
26	d. Gallons per minute (full load)	600	max.
27	(at min. flow)		min.
28	e. Water pressure drop	20	max.
29	f. Number of passes		
30	g. Fouling factor	.00010	
31	h. Water velocity		max.
32	i. Water velocity minimum		min.
33	j. Suction temperature		
34	k. Tube wall thickness		min.
35			
36	3. <u>Condenser</u>		
37	a. Total heat rejection		min.
38	b. Entering water temperature	85	max.
39	c. Leaving water temperature	95	
40	d. Gallons per minute	1200	

NEW MATERIALS

All materials furnished under the contract shall be new and of first quality.

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Material shall bear the label of Underwriters' Laboratories (UL) label or other acceptable nationally-recognized testing agency.

Materials, equipment and appliances shall conform to latest standards of:

- Kentucky Building Code (KBC)
- Air Conditioning and Refrigerating Engineers Institute (ARI)
- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society of Testing Materials (ASTM)

- National Electrical Manufacturer's Association (NEMA)
- National Electrical Code (NEC)
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

**SUBMITTALS**

Submittals, brochures of equipment, material, literature, etc., shall be submitted promptly after contract award. Submit as directed to the Engineer for review in the required number of copies.

Submittals shall include the manufacturer's recommendations as to size, arrangement, and construction of auxiliary equipment.

The review of these submittals will not release the Vendor of the responsibility for details, dimensions and compliance with the Specifications.

The Vendor shall review all submittals, brochures and literature from sub-contractors or suppliers prior to submission to the Engineer for review.

**INSURANCE** (This section shall apply only to those Vendors who are required to perform work with their own forces or subcontracted work at the job site.)

The Vendor shall provide and include in his Bid Price the cost of the following insurance:

- (1) Workmen's Compensation – Kentucky Statutes
- (2) Public Liability - \$1,000,000 combined single limit
- (3) Property Damage - \$1,000,000 combined single limit. (To include all vehicles and equipment owned or non-owned for use on the project.)

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1

2 General

3

4 The Vendor shall not commence work under this contract until all insurance required  
5 under the conditions of the contract has been obtained, nor shall the contractor allow  
6 any subcontractor until all similar insurance required of the subcontractor has been  
7 obtained. The Vendor shall furnish the Owner with satisfactory evidence that such  
8 coverage has been secured and is being maintained.

9

10 The following endorsement shall be included in each of the above policies reading as  
11 follows:

12

13 "It is hereby agreed that in event of a claim arising under this  
14 Policy, the company will not deny liability by reason of the insured  
15 being a state, county, municipal corporation or government  
16 agency."

17

18 All insurance certificates shall be submitted in duplicate to the Owner and carry the  
19 provision that a 30 – day written notice shall be given prior to cancellation by the  
20 company.

21

22 END OF SECTION 01050