DIVISION 010000 - GENERAL REQUIREMENTS

SECTION 01050 - SPECIAL CONDITIONS

SCOPE

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

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

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

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

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

The projected delivery and project schedule is as follows:

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

Delivery of chillers January 15, 2012

Complete chiller installation & startup May 1, 2012

The above manufacture and delivery schedule is predicated upon the condition that the Department of Contracting & Administration will issue the Contract by no later than the projected date. If the Contract is not be issued before this specified time, the Contract delivery date will be extended one day for each day of delay.
On account of the various manufacturers, it is impossible to specify all details of construction; however, all materials and labor shall be furnished which are necessary to construct the listed equipment in accordance with the best-accepted practice. Each Vendor shall visit the project before submitting a bid to verify that the proposed chillers can be installed and service maintained in the available space and can be accessed into the building through the existing exterior and interior doors. If chillers require disassembly and reassembly for installation, the Vendor shall be responsible for the work and all associated costs.

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

CONFLICTS

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

DEFINITIONS

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

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

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

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

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

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

The terms “chiller”, “chillers” and “chiller(s)” means each and every chiller purchased under this procurement, without regard to plurality of the term.
LIQUIDATED DAMAGES

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

PAYMENT TO VENDOR

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

ALLOWANCE FOR TRAVEL EXPENSES FOR FACTORY WITNESS TESTING

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

KENTUCKY SALES AND FEDERAL EXCISE TAX

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

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

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

ORDINANCES AND CODES

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

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

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

CHILLER PRE-PURCHASE
GENERIC STATE FACILITY
FRANKFORT, KY
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ADDENDA

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

SPECIFICATIONS

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

CATALOG/DRAWINGS, PERFORMANCE CRITERIA AND PHYSICAL DATA

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

Submittal data shall include the following information:

LIST OF PERFORMANCE CRITERIA AND PHYSICAL DATA – Chillers 1, 2 & 3: 400 ton centrifugal chillers (values are for each machine)
1. Compressor
   a. Type
   b. RPM
   c. Motor Horsepower being supplied max.
   d. Maximum KW max.
   e. KW at Specified Conditions at full load max.
   f. Full Load Amps max.
   g. Locked Rotor Amps max.
   h. Starter Size
   i. Power Factor
      1. 100% load
      2. 75% load
      3. 50% load
      4. 25% load
   j. Part Load KW (based on ARI Standard)
      1. 100% load
      2. 75% load
      3. 50% load
      4. 25% load

2. Evaporator
   a. Full load tons
   b. Leaving water temperature max.
   c. Entering water temperature
   d. Gallons per minute (full load) max.
   (at min. flow)
   e. Water pressure drop max.
   f. Number of passes
   g. Fouling factor .00010
   h. Water velocity
   i. Water velocity minimum
   j. Suction temperature
   k. Tube wall thickness

3. Condenser
   a. Total heat rejection min.
   b. Entering water temperature max.
   c. Leaving water temperature
   d. Gallons per minute 1200

NEW MATERIALS

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

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

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

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

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

END OF SECTION 01050