# CITY of SALISBURY

## HVAC REPLACEMENTS
## 622 - 2016

**04/05/2016**

**Purchasing Department**
**City of Salisbury**
**132 North Main Street**
**Salisbury, NC 28144**
**704-638-5279**

***INVITATION TO BID:***

The City of Salisbury is soliciting bids for the HVAC REPLACEMENTS. The scope of the work is comprehensive and shall satisfy the plans and specifications. All permits necessary to perform the work shall be acquired and inspections satisfied in accordance with current code.

Bids shall be sent to the attention of:

Anna Bumgarner, Purchasing Manager
(704) 638-5279

USPS ADDRESS: City of Salisbury
P.O. Box 479
Salisbury, NC 28145

OTHER DELIVERY: City of Salisbury
Purchasing Department
132 N. Main Street
Salisbury, NC 28144

Correspondence, submittals and bid documents shall be marked:

HVAC REPLACEMENTS
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Proposals must be made in accordance with the following instructions. "Bidder" as used herein shall mean a person or organization submitting a bid to the owner for all work herein specified. "Subcontractor" as used herein shall mean a person or organization submitting a bid to the bidder for any other work required by the construction documents not performed by the bidder's own personnel. "Owner" shall be a City of Salisbury designee.

***QUALIFICATIONS OF BIDDER***

All contractors submitting bids on this project shall be licensed in accordance with the North Carolina General Statutes. Each Bidder shall, upon request of the City, submit, in such form as may be required, a statement of the Bidder's qualifications, experience record in this type of work and, when specifically requested by the City, a detailed financial statement.

***SUBMISSION OF BID:***

All forms included in this Contract Document shall be completed in ink. With each bid proposal, the contractor shall include:

- The following that must be returned
  - Proposed Subcontractors
  - Identification of Minority Business Participation
  - Affidavit "A" OR Affidavit "B"
  - Contractor's License – please note the license number is required only if State law regulating the trade requires licensing

- Proposal
- Bid Form including bid sheet

- Bid Bond, Performance Bond and Payment Bond are not required.

If there are any omissions, lines left blank on the bid form, or alterations, qualifiers of the bid form; the bid proposal shall be deemed as nonresponsive unless such omission, alteration or qualifier is waived by the owner as an informality or technicality in the owner's sole discretion. If an "Alternate" does not change the "Base Bid" then the contractor shall enter "No Change" in the blank. A person that is legally authorized to bind the contractor to a contract with the owner shall sign the proposal. The signer of the bid proposal shall initial any corrections.

The bidder shall submit this entire contract document. The name of the bidder shall be clearly displayed on a sealed envelope. The envelope shall be marked:

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Pre Bid shall be on Tuesday, April 12th at 1:30 pm at the property known as the West End Business Center at 1400 West Bank St.

Bid shall be received no later than Monday, April 18th at 1:30 pm.

It will be assumed that the bid will be valid for ninety (90) days unless otherwise stipulated on the "Proposal". The bids for this project are being received on an informal basis. All bids shall be kept confidential until a selection is made, unless there is a public bid opening.

***TIME OF CONSTRUCTION:***

All work must be completed by June 15th, 2016 and invoiced by June 30th, 2016. If the contractor does not complete the work as stipulated herein a penalty of $300.00 per calendar day will be deducted from the contract amount.

The contractor shall not commence work or allow any subcontractor to commence work until the requirements of the general and special conditions of the contract listed herein have been satisfied.

The bidder agrees to commence work on this contract upon written notification of award of the contract or verbal receipt of a purchase order number, and to prosecute the work continuously and without interruption (excepting weather delays) until all work is completed. The beginning date shall be agreed upon at the pre-job meeting, and the agreed upon beginning date shall be the coordination date for start-up for all parties including any inspection service.

If extra work is ordered by the owner or if unforeseen conditions interfere with the normal progress of the work, the stated time to completion may be adjusted accordingly by change order. Notice must be given in writing and accepted in like form by the City of Salisbury Purchasing Manager, Anna Bumgarner.

Work may only be performed Monday thru Friday. Any lane closures, dumpsters or the location of equipment, materials and vehicles necessary for completion of the project must be coordinated thru the City Engineering Department. Work shall be performed during regular business hours. Other stipulations will be identified at the Pre-Bid and provided to

known bidders via addendum. No work should be performed on City of Salisbury Holidays.

***TAXES:***

The payment of sales, use, unemployment, old age pension, FICA and any other taxes imposed by local, State or Federal governments on all work performed shall be included in the base bid.

Federal Taxes: The City of Salisbury is exempt from Federal Excise Taxes and Transportation Taxes. The City will issue exemption certificates only upon the request of the contractor. All requests for tax refunds are to be handled by the contractor. The City will not guarantee any Federal Tax refunds to the Contractor.

State Taxes: For all materials incorporated into the work under this contract, the contractor shall furnish the City a list showing the invoice number, date, the person or firm the invoice is from, the material involved, the cost of the material and the amount of North Carolina Sales Tax remitted to the State. The contractor shall certify that the list is correct and will submit the list each month for materials used during the preceding month. If no North Carolina State Sales Tax has been paid, the certified statement shall indicate such. The City of Salisbury reserves the right to hold invoices if certified tax statements are not received.

***UNIT PRICES:***

Unit prices listed, if accepted in the award of this contract, shall be used to establish adjustments to the contract price for adjustments to the contract. Unit prices submitted shall include all costs including profit, overhead and all applicable taxes. The same unit prices listed shall be used for adds to or deducts from the contract price. Unit prices listed may be used by the owner as a basis for determining the award of the contract.

***MATERIALS:***

No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract.

All materials shall be new and shall be supplied by the contractor unless specified otherwise. All materials shall conform to applicable codes and ordinances and City of Salisbury standards and specifications.

***SUBSTITUTION OF MATERIALS:***

Substitutions of the materials listed herein are prohibited unless approved IN WRITING by the owner. Requests for substitution shall clearly describe the material, product or equipment for which approval is requested and shall be accompanied by the manufacturers literature, specifications, drawings, performance criteria and/or other information necessary to completely describe the items to establish their acceptability.

The approval of the owner is required prior to inclusion of any substitute material(s) in the bid or the work. If the bidder includes unapproved materials in the bid, it will be assumed that the specified materials were included and must be installed. If a less expensive material is approved and used for the work after a bid has been submitted, the bidder shall issue an appropriate credit to the owner. The owner's approval will be required even though "or equal" or synonymous terms are used in the bid documents.

Substitutions and cost difference must be submitted with the proposal on a separate sheet with justification for the substitution.

The approval or rejection of a proposed substitution is vested in the owner whose decision shall be final and binding. The determination may or may not explain the reason for the decision. Substitutions will be approved by addendum to the project documents.

- See bid sheet for existing equipment information. Replacement units should be priced; equivalents are acceptable.

***APPLICABLE CODES/REQUIREMENTS:***

The contractor shall complete all work in strict compliance with all requirements of all local, State and Federal Authorities, Underwriters Laboratories, NCDOT and other applicable authorities in force at the time of execution of this contract.

The contractor shall comply fully with all the requirements of the Occupational Safety and Health Act (OSHA) of 1970, a Federal Regulation, and all State/local OSHA requirements. The contractor shall hold the owner harmless for any damages or fines that may be assessed by OSHA against the contractor and/or the owner.

The contractor shall secure complete approval of all above mentioned authorities for their work and shall deliver certificates of approval/compliance from them to the owner prior to beginning work and before final payment is made if such certificates are required to assure the work is in compliance with all applicable code requirements. The contractor shall pay all fees for testing, inspection and certificates as may be required by local officials and/or building codes, and shall furnish any and all drawings and documents in addition to contract drawings required in order to secure approval of this work from governing authorities.

***WORKMANSHIP***

All work shall be performed in a first class professional manner. The Contractor shall take precautions to avoid damage to the existing work area which will remain.

Debris and trash shall not be allowed to accumulate on the job site. The Contractor shall remove all debris and trash as it accumulates in order that a clean appearance be maintained at all times.

Upon completion of the work, the Contractor shall promptly remove all evidence of occupation of the site, except completed work as specified. All equipment, surplus materials and debris shall be removed.

***EXAMINATION OF SITE AND PREMISES:***

It shall be the sole responsibility of each bidder and/or subcontractor to examine all documents and drawings pertaining to the bid and to visit the premises on which the proposed work is to be performed to determine the existing conditions in the areas included in the scope of work. If a discrepancy, omission, ambiguity or conflict exists between the existing conditions and the bid documents, the bidder shall inform the owner or their representative prior to the submission of their proposal.

It is the responsibility of the contractor to verify all information included in the scope of work during the time of site inspection. Representations herein are of general existing conditions, but the owner assumes no responsibility for assessment of existing conditions for bidding purposes or that all representations of existing conditions stated herein are accurate. The contractor shall satisfy themselves of all existing conditions prior to submission of a bid, and the bid shall reflect the contractor's cost for completion of the

work in general compliance with these specifications and requirements and/or recommendations of the manufacturers specified for installation of their specified equipment, product and assemblies.

The submission of a bid proposal shall be considered by the owner as acceptance of all requirements and stipulations contained in the documents for construction and awareness of conditions at the job site by the contractor.

Where information is not clearly indicated or specified, the owner will issue an addendum to all bidders clarifying ambiguous conditions. The addendum will become a part of the contract documents. The owner will not be responsible for oral instructions or agreements by any party.

ADDS to the contract price will be considered only for items for which unit prices are submitted or for undiscovered conditions, and under no circumstances will the owner pay for miscalculations by the contractor made during the time of bid preparation.

***CHANGES TO THE CONTRACT:***

Interpretation and correction of the project documents will be made by addendum issued by the owner and/or consultant. Each bidder shall ascertain that they received all addenda issued for their work and shall acknowledge receipt on their "Proposal".

***ADDITIONAL WORK:***

Owner reserves the right to request and approve additional work though a change order.

***EMPLOYMENT:***

No convict shall be employed to perform any work under this Contract. No person whose age or physical condition is such as to make their employment dangerous to their health or safety or the health and safety of others shall be employed to perform any work under this Contract, provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color, age, religion, sex, national origin, or political affiliations in the employment of persons for work under this Contract. Employees engaged in work under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing and such employees' representatives, in self-organization, and in other activities of such employees for the purpose of collective bargaining or other mutual aid or protection. No person employed under this Contract shall be required as a condition of initial or continued employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing.

***LISTING OF PROPOSED SUBCONTRACTORS:***

The bidder shall submit a list of the proposed subcontractors, if any, intended to be used on this project. No changes in subcontractors shall be made without the approval of the owner. Subcontractors shall be approved by the City prior to award of the contract. If a proposed subcontractor submitted with the bid is found to be unacceptable to the City, the bidder will be notified that an alternate must be submitted for approval or the bid may be rejected.

***AWARD OF CONTRACT:***

Award will be based on the lowest responsive, responsible bidder(s) considering quality, performance and the time specified for performance. The opening of the submitted proposals shall be public and the award of the contract may or may not be made on the day of the bid opening. It is the general intent to award this bid to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the owner to be in the owner's best interest. The owner reserves the right to reject any and/or all bids as deemed to be in the best interest of the owner.

***INDEMNITY AGREEMENT:***

The contractor shall be responsible for the safety of their employees and subcontractors on the site during the performance of the work and any related activities and responsibilities of assuring special safety requirements.

To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the owner, any lender, its officers, agents, employees, representatives, consultants and contractors, of and from any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work under the agreement, which are attributable to, or are alleged to be attributable to, any breach hereof or negligent or illegal act or omission of contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Notwithstanding the foregoing, if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both owner and contractor, their employees, agents, invitees, representatives, consultants and contractors, contractor shall indemnify owner only to the extent of contractor's own negligence or that of its agents, employees, invitees, representatives, consultants and contractors.

***PERMITS FOR CONSTRUCTION:***

The successful contractor shall obtain all applicable permits as may be required by local authorities prior to commencing work.

***INSURANCE REQUIREMENTS:***

The contractor shall for the duration of this contract maintain and pay for insurance through insurers approved by the owner having provisions for the following coverage.

General Liability:
No less than $1,000,000, with $2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.

Auto Liability:
No less than $1,000,000, with $2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.

Workers Compensation and Employers Liability:
Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than $1,000,000 for bodily injury per accident.

Deductibles and Self-Insured Retention:

Any deductible or self-insured retention must be declared to and approved by the city.

Other Insurance Provisions
The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor insurance to be considered primary for losses that occur as a direct result of the contractor's actions. The policy should cover the city for any liability arising out of the activities performed by or on behalf of the contractor, including products and completed operations of the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the city, its officers, officials, employees or volunteers.

2. Any insurance maintained by the city shall be in excess of the contractor's insurance.

3. Coverage shall state that the contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

Before commencing any work, the contractor shall furnish the city with certificates of insurance with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the city on standard form before a contract is valid. The certificates shall list the City as the certificate holder.

Each subcontractor must be covered by insurance of the same type and in the same amounts as the contractor. The subcontractors will supply certificates of insurance with original endorsements to the city. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall list the City as the certificate holder.

***OWNERS REPRESENTATION:***

The owner reserves the right to provide full-time observation during the time of construction. The owner's engineer or other authorized representative of the owner shall observe the work and will interpret the plans and specifications governing the project. The owner, their engineer or other authorized representative will not be responsible for direct supervision of the work, nor will the owner, their engineer or other representative be responsible for means, methods or techniques of construction, for sequences or procedures or for safety control during the time of work. Neither the owner nor the consultant/observer will be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

***PROTECTION OF THE STRUCTURE CONTENT AND PREMISES:***

The successful contractor shall maintain barricades and take appropriate protective measures around and in the construction site at all times. The contractor shall be responsible for payment for any required protective measures or additional security at or in the construction site.

***STAGING AREAS, STORAGE OF MATERIAL AND CLEAN-UP:***

Storage of materials, vehicles, hoists, and/or other materials and material handling equipment necessary for completion of the work shall be located so as to cause minimal

disruption to traffic flow and City operations. Any such storage of equipment and/or materials shall utilize only the minimum space for such storage and in no way block entrances or impede vehicular or pedestrian traffic. All barricades and signs required to perform the work shall be furnished by the contractor and shall be removed when no longer needed. The location and required amount of space for the storage/staging area shall be mutually agreed upon by the contractor and facility representatives prior to commencement of work or delivery of materials. At the end of each day's work, debris shall be placed in a suitable container and removed from the site. At the completion of the work, the contractor shall immediately remove all equipment, leftover materials and debris from their operation from the premises leaving the work area in broom-clean condition and shall repair any damage to existing or better than existing condition to satisfaction of the owner.

***RIGHT TO TERMINATE THE WORK:***

If the contractor fails to prosecute the work promptly or properly or breaches or fails to perform any obligation under the agreement, the owner, after seven days written notice to the contractor, and to its surety, if any, may, without prejudice to any other right or remedy it may have, terminate the agreement and take possession of and finish the work by such means as it sees fit, and if the unpaid balance of the compensation due the contractor exceeds the expense of finishing the work and damages suffered by the owner, such excess shall be paid to the contractor following final completion of the work, but if such work exceeds the unpaid balance due the contractor, the contractor shall immediately pay the difference to the owner.

If a lawsuit arises in connection with the agreement, the prevailing party therein shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees, costs and expenses.

***OWNERS SUBCONTRACTORS:***

During the course of the work it may become necessary for the owner to subcontract additional work in connection with the project. In such event, the contractor shall coordinate as necessary and reasonable, their work to provide opportunities for the owners subcontractor(s) to complete their work. The contractor shall freely exchange drawings or other information, and shall review, integrate and coordinate, upon request, the work of such other contractors with its own.

***APPLICATIONS FOR PAYMENT:***

The contractor shall submit monthly Applications for Payment to the City on the form provided, or may use standard AIA forms. Requests shall be for completed work only. Payment will be made only on materials that have been permanently and correctly installed. No payment will be made for materials stockpiled on the site prior to installation. Full payment to the Contractor shall be made upon receipt of the final invoice following acceptance of all work as outlined in the specifications. Application for payment must be accompanied by applicable warranties, letter from the contractor stating that all punch list items have been completed, and lien waivers from the contractor and material suppliers is such applies.

***GUARANTEES:***

The contractor shall guarantee all work for a period of one (1) year from the date of final acceptance of the work by the owner.

When subcontractors perform work and where guarantees are required, the contractor shall secure the required guarantees from said subcontractors on their letterhead or standard trade guarantee form. Guarantees/warranties from subcontractors shall be countersigned by the contractor addressed to and in favor of the owner.

All required guarantees/warranties shall be submitted to the owner prior to final payment of the project.

***CONTRACTOR REQUIREMENTS:***

All contractors bidding or performing work must comply with the following requirements:

1. Have been in business a minimum of five years or provide documentation that the key management personnel have a minimum of fifteen years of experience.
2. Have a drug/alcohol free workplace program.
3. Have personnel responsible for implementing safety programs.
4. Project supervision that is immediately available during the course of the work.
5. The Contractor shall furnish all labor, equipment and materials required for the construction of this project in accordance with the plans and specifications unless noted otherwise.

***SALES TAX:***

Contractor shall submit a tax statement listing N.C. taxes paid on materials purchased for this project, and for labor if required to be taxed. Completed forms must be submitted along with the application for payment.

***PRODUCT DELIVERY, STORAGE & HANDLING:***

Materials shall be delivered to the job site in appropriate condition for use on the job. Materials shall remain on the original shipping pallets or placed on raised platforms to keep them off the ground or storage surface. Materials to be installed shall conform to applicable ASTM standards. All materials and equipment to be installed shall be delivered to the job site bearing product labels of their manufacturer.

***BONDS:***

Bid, performance and payment bonds are not required for this project.

***MINORITY BUSINESS PARTICIPATION REQUIREMENTS;***

Provide on the bid - Under GS 143-128.2(c) the undersigned bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation

Note: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.

***OTHER:***

Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if contractor utilizes a subcontractor, the contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Guidelines for E-Verify may be found on the web site for the US Citizenship and Immigration Services.

# *Proposed Subcontractors*

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| Firm Name, Address and Phone # | Work Type |
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## *Identification of Minority Business Participation*

1, _____

(Bidder)

Do hereby certify that on this project we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

| Firm Name, Address and Phone # | Work Type | *Minority Category |
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*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**)

Female (**F**) Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be ($) _____

## *AFFIDAVIT "A"- Listing of the Good Faith Effort*

**City of Salisbury** _____

***Affidavit of*** _____
(Bidder)

**I have made a good faith effort to comply under the following areas checked:**

- ☐ 1- Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. ( 10 points )
- ☐ 2- Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due. ( 10 points )
- ☐ 3- Broken down or combined elements or work into economically feasible units to facilitate minority participation. (____ points )
- ☐ 4 – Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. ( 10 points )
- ☐ 5 – Attended probed meetings scheduled by the public owner. ( 10 points )
- ☐ 6 – Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. ( 20 points )
- ☐ 7 – Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. ( ____ points )
- ☐ 8 – Provided assistance to an otherwise qualified minority business in need of equipment, loan capital lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. ( 25 points )
- ☐ 9 – Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. ( 20 points )
- ☐ 10 – Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands ( 20 points )

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature _____

Title _____

SEAL

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ Day of _____ 20 _____

Notary Public _____

_____

## *AFFIDAVIT "B"- Intent to Perform Contract with Own Workforce.*

**County of Rowan**

***Affidavit of*** _____

(Bidder)

| | |
|---|---|
| I hereby certify that it is our intent to perform 100% of the work required for the | |
| | contract |
| (Name of Project) | |

In making this certification, the bidder states that the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with their own current work forces; and the bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature _____

Title _____

SEAL

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20 ____

Notary Public _____

My commission expires

_____

## *CONTRACTOR'S LICENSE:*

The undersigned certifies that they are licensed as a contractor under the specific State law regulating their particular trade and that the number of their license, under which they are now operating, is _____.

**LIQUIDATED DAMAGES:**

The undersigned agrees, further, that the owner may retain the sum of $300.00 from the amount of compensation due the undersigned, under the terms of the contract, for each and every day in excess of the above number of days that the work remains incomplete. This amount is agreed upon as the proper measure of liquidated damages the owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.

**PROPOSAL SIGNATURE:**_____

**CORPORATION:** _____

The bidder is a corporation organized and existing under the laws of the State of _____, which operates under the legal name of:

_____

and the full names of its officers are as follows:

President: _____

Secretary _____

Treasurer _____

Manager _____

**CO-PARTNERSHIP:**

The business is a co-partnership consisting of individual partners whose full names are as follows:

_____ _____

The co-partnership does business under the legal name of:

_____

**INDIVIDUAL:**

The bidder is an individual whose full name is:

_____

and if operating under a trade name, said trade name is as follows:

_____

Dated _____, 20 ____.

**PROPOSAL SIGNATURE**
(All persons submitting proposals for this project shall sign below)

_____
(Sign Here)

Legal Entity

SEAL - If Corporation

P. O. Box _____

Street _____

_____

City, State, Zip Code

Telephone No._____

Subscribed and sworn to before me this ___ day of _____, 20___.

My Commission Expires:

_____

Notary Public

# *PROPOSAL*

To: City of Salisbury for

HVAC Replacements
622 - 2016

Gentlemen:

1. The undersigned, being familiar with the existing conditions and having carefully examined the Contract Documents for HVAC REPLACEMENTS, all of which are fully understood and hereby agreed to, proposes to furnish all materials, labor, equipment, and plans necessary to complete in strict accordance with the above mentioned Contract documents the following project in the City of Salisbury at the price named in the attached Bid Form.

2. In submitting this Bid, the Bidder understands that the right is reserved by the City to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within thirty days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required performance and payment bonds within ten days after the Agreement is presented for signature.

3. The Bidder is prepared to submit a financial and experience statement upon request.

4. The following addenda are acknowledged (if none, so state):

_____

_____

_____

By: _____ Date: _____

_____
Name/Title of Signing Official

_____ _____
Company Name License Number

_____
Address

_____
City and State

_____ _____
Zip Code Telephone Number

# *BID FORM*

City of Salisbury
HVAC REPLACEMENTS
Rowan County, North Carolina

Submitted: _____, 20____

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects, fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings for the work and other contract Documents relative thereto and has read all of the addenda furnished prior to the opening of the Bids, as acknowledged below; and that they have satisfied themselves relative to the work to be performed.

The Bidder agrees, if the bid is accepted, to contract with the City of Salisbury to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work covered by this Bid and other Contract Documents for Sidewalk Improvements, to furnish the prescribed Performance, Payment and Guaranty Bond not less than the total Bid Price and to furnish the required evidence of the specified insurance.

The Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all work and furnish all materials necessary to complete the said contract in accordance with the current edition of the Standard Specifications for Roads and Structures. The Contractor's responsibility shall continue uninterrupted until expiration of the warranty period, one year following the Owner's final acceptance of the work.

The Contract will be awarded to the responsible Bidder submitting the lowest total bid price. The Owner reserves the right to select any add or deduct alternates if applicable.

The Bidder agrees to accept the lump sum or unit prices, as the case may be, as set forth herein after. This price will be full compensation for all work of any nature whatsoever required to complete all work described in the Drawings and Specifications for the Sidewalk Improvements, Rowan County, City of Salisbury, NC.

The general contractor shall be responsible for the coordination and supervision of all subcontractors and coordination with Utility Companies and the supervision fee shall be included in the price for the total project.

**BID FORM**

# *HVAC REPLACEMENTS #622 - 2016*

| LOCATION | *EXISTING* | | | |
|---|---|---|---|---|
| | Unit # | Brand | Model | Serial |
| CIVIC CENTER<br>315 Martin Luther King Jr Ave | 1 | CARRIER | 48TJE006-501 | 3800G24268 |
| | 2 | CARRIER | 48TJE006-501 | 308824BGG |
| WEST END COMMUNITY CENTER<br>1400 West Bank St. | 1 | TRANE | YCD102C3HAAB | N2510262OD |
| | 2 | TRANE | YCD060C3HABE | N25102442D |
| | 3 | TRANE | YCD060C3HABE | N25102443D |

All units are roof top.

| LOCATION | *PROPOSED* | | | | |
|---|---|---|---|---|---|
| | Unit # | Brand | Model | Price for total install | Price per unit install |
| CIVIC CENTER<br>315 Martin Luther King Jr Ave | 1 | | | | |
| | 2 | | | | |
| OPT A<br>WEST END COMMUNITY CENTER<br>1400 West Bank St. | 1 | | | | |
| | 2 | | | | |
| | 3 | | | | |
| OPT B<br>WEST END COMMUNITY CENTER<br>1400 West Bank St. | 1 | | | | |
| | 2 | | | | |
| | 3 | See attached for existing unit to be moved from 1415 South Martin Luther King Ave and installed at this location. | | | |

**Contractor** _____

**Signature** _____

**Title** _____

# Carrier Corporation

7310 WEST MORRIS STREET
INDIANAPOLIS, IN 46231 U.S.A.

MODEL 48HCEA07A2A5A0A0A0

SERIAL 1513G30045

FACTORY CHARGED

Carrier®

| | QTY | VOLTS AC | PH | HZ | RLA | LRA | REF. SYSTEM 410A | | TEST PRESSURE GAGE | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| COMPR A | 1 | 208/230 | 3 | 60 | 19.0 | 123 | 14 LBS | 6.4 kg | HI | 650 PSI | 4482 kPa | |
| COMPR B | | | | | | | LBS | kg | LO | 450 PSI | 3103 kPa | |
| FAN MTR | QTY | VOLTS AC | PH | HZ | FLA | CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS FOR OUTDOOR INSTALLATION ONLY COMBINATION COOLING AND HEATING UNIT | | | | | | |
| OUTDOOR | 2 | 208/230 | 1 | 60 | 1.5 | | | | | | | |
| INDOOR | 1 | 208/230 | 3 | 60 | 8.4 | | | | | | | |
| PWR EXH. | | | | | | | | | | | | |
| COMBUST | 1 | 208/230 | 1 | 60 | 0.48 | POWER SUPPLY | | | | PERMISSIBLE VOLTAGE TO UNIT | | |
| OTHER | | | | | | 208/230 VOLTS | 3 PH | 60 HZ | | 253 MAX | 187 MIN | |

| ACCESSORY POWER EXHAUST MODEL CRPWREXH_ | VOLTS | PH | HZ | ACCESSORY POWER EXHAUST FLA | MINIMUM CIRCUIT AMPS | MAX FUSE OR HACR BREAKER PER NEC | MAXIMUM OVERCURRENT PROTECTION DEVICE | MINIMUM UNIT DISCONNECT | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | FLA | LRA |
| NONE | | | | | 36/36 | 50/50 | – | 35/35 | 201 |
| 022A, 028A | 208/230 | 1 | 60 | 3.8 | 39/39 | 50/50 | –/– | 39/39 | 205 |

**CONTROL PANEL SCCR: 5kA RMS SYMMETRICAL VOLTAGE: 230 MAX**

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

| | TOP | BOTTOM * | SIDES | FLUE SIDE ** |
|---|---|---|---|---|
| DOWN SUPPLY | 0in. 0mm | 1in. 25mm | 0in. 0mm | 36in. 914mm |
| SIDE SUPPLY | 0in. 0mm | 1in. 25mm | 0in. 0mm | 36in. 914mm |

* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A,B, OR C ROOFING MATERIAL
** 18 INCHES(457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR

DEVICE CERTIFIED AS A FORCED AIR FURNACE WITH COOLING UNIT APPROVED FOR NON-RESIDENTIAL USE TO -40 F AMBIENT PER ANSI Z21.47-2010 SECTION 1.27.3, ITEM b.11. FOR INSTALLATIONS ABOVE 2000 ft. SEE HIGH ALTITUDE RATING PLATE INSIDE FURNACE

| AIR TEMP RISE | MAX EXTERNAL STATIC PRESSURE | DESIGNED MAXIMUM OUTLET AIR TEMPERATURE |
|---|---|---|
| 20–50F | 1 in. W.C. | 150F |
| 11.1–27.8C | 0.25 kPa | 65.6C |

| | INPUT MIN | INPUT MAX | OUTPUT CAP | THERMAL EFFICIENCY | EQUIPED FOR USE WITH |
|---|---|---|---|---|---|
| BTU/HR | 90000 | 125000 | 103000 | | |
| KW | 26.4 | 36.6 | 30.2 | 82.0 % | NATURAL GAS |
| GAS SUPPLY PRESSURE | 13WC 3.24kPa | MAX | 4WC 1kPa | MIN | |
| MANIFOLD PRESSURE | 1.7/3.5 WC – 0.42/0.87 kPa | | | | |

ETL LISTED c US 3136962
CONFORMS TO UL STD 1995
CERTIFIED TO CSA STD C22.2 NO. 236
Intertek

AHRI CERTIFIED™ c
www.ahridirectory.org

| | CAPACITY Btu/Hr | CAPACITY kW | EER | COP |
|---|---|---|---|---|
| COOLING | 72000 | 21 | 12 | |
| HP HEATING | | | | |

THIS EQUIPMENT COMPLIES WITH THE 2007 REQUIREMENTS OF ASHRAE 90.1

ASHRAE 90.1 COMPLIANT

ENERGY STAR®