

NOTICE TO BIDDERS
BOILER REMOVAL & REPLACEMENT

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, New York until 11:00 A.M. on Thursday, December 30, 2021 at Town Hall, 363 Underhill Avenue, Yorktown Heights, New York 10598 for Boiler Replacement and Installation of Ventilation System at the Yorktown Highway Garage located at 281 Underhill Avenue, Yorktown, New York..

Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598, on weekdays from 8:00 A.M. to 4:00 P.M., as well as on the Town's website, www.yorktownny.org, or on BidNet Direct, www.bidnetdirect.com. A completed Bid Proposal and associated documents must be returned to the Town Clerk , 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: "Bid: Boiler Replacement & Installation of Ventilation System – Highway Garage." A Non Collusive Bidding Certificate and Disclosure Statement must accompany each bid.

The bidder assumes the risk of any delay in the mail or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having bids in on the time and the place specified above. If mailed, sealed proposals must be addressed in care of the Town Clerk at the above address.

The Town of Yorktown reserves the right to waive any informalities in the bids, to reject any or all bids and reserves the right to accept that bid which it deems most favorable to the interests of the Town of Yorktown. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

DIANA L. QUAST, TOWN CLERK
TOWN OF YORKTOWN
CERTIFIED MUNICIPAL CLERK

TOWN OF YORKTOWN
INVITATION TO BIDDERS
**Boiler Replacement and Installation of Ventilation System
at the Yorktown Highway Department**

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY until 11:00 A.M. on December 30, 2021, at the Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, 10598 for Replacement of four (4) new Hot Water Boilers, one (1) new Indirect Hot Water Heater, Ancillary Boiler Equipment & new Garage Ventilation Equipment for the Yorktown Highway Department. Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598, as well as the Town's website, www.yorktownny.org, or on BidNet Direct, www.bidnetdirect.com. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: **"Bid: Boiler Replacement and Installation of Ventilation System at the Yorktown Highway Garage."**

The Bid Documents consists of the following documents:

1. Instructions to Bidders
2. Part One Bid Proposal Form
3. Part Two General Terms and Conditions of Bid
4. Part Three Specifications
5. Non-Collusive Bidding Certificate

A submitted bid will consist of

1. One original completed Bid Proposal Form, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder;
2. Signed and notarized Non-Collusive Bidding Certificate.

Diana L. Quast, RMC, CMC
Town Clerk
Town of Yorktown

TOWN OF YORKTOWN
PART ONE
BID PROPOSAL FORM

The Town of Yorktown seeks bids from qualified parties:

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

\$ _____ Total Cost

The price(s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.

Prior to bidding, Bidder may inspect the field conditions. Appointments are to be made through Highway Superintendent Dave Paganelli. Phone: 914-962-5781.

Name of person authorized to submit bid for bidder: _____

Signed: _____

[Signature of authorized person]

TITLE of authorized person: _____

BIDDER'S CORPORATE NAME: _____

BIDDER CONTACT INFORMATION:

PRINT NAME: _____

TITLE: _____

Address: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____ @ _____

- END OF BID PROPOSAL FORM -

**TOWN OF YORKTOWN
PART TWO**

General Terms and Conditions of Bid

<u>Section Numbers</u>	<u>Heading</u>
Section 1.	Bid Proposal Form
Section 2.	Pre-Bid Site Inspection
Section 3.	Quality and Samples
Section 4.	Request for information and/or clarification of the Bid Documents
Section 5.	Non-Collusion
Section 6.	Late Bids
Section 7.	Bid Opening
Section 8.	Acceptance and Rejection
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Section 11.	Notice of Award
Section 12.	Performance And Payment Bond
Section 13.	Assignment Prohibited
Section 14.	Special Requirements
Section 15.	Purchase of Additional Quantities of Bid Items
Section 16.	Contractor's Subcontracts and Material Lists
Section 17.	Representative Always Present
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Section 19.	Insurance Requirements
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<u>Section Numbers</u>	<u>Heading</u>
Section 24.	Warranty/Guarantee
Section 25.	Breach of Contract/Termination
Section 26.	Prevailing Wage Rates and Supplements
Section 27.	Estimates and Payments
Section 28.	Payments to Subcontractors and Materialmen by Contractor
Section 29.	Change in Contract Price
Section 30.	Proper Method of Work and Materials
Section 31.	Utilities and Service Lines
Section 32.	Protection, Existing Structures
Section 33.	Acceleration of the Work
Section 34.	Stopping Work
Section 35.	Change in the Contract Time
Section 36.	Disputed Work – Notice of Claims For Damages

Section 1. Bid Proposal Form

- 1.1** The bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item bid shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as required in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form which has been materially altered in any way may render the bid nonresponsive and the bid rejected.
- 1.2** In the event of a discrepancy between the unit price and the total price of the Bid Proposal Form, the unit price will prevail. In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. All items not bid shall be indicated as “not bid” in the total price space. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. Any bidder desiring to bid “no charge” on an item in a group must so indicate.
- 1.3** Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.
- 1.4** Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- 1.5** By signing the Bid Proposal Form, the bidder certifies that:

 - i.** the person whose signature appears below is legally empowered to bind the bidder;
 - ii.** the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
 - iii.** if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;
 - iv.** By submission of the bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.¹

¹ List found at <http://ogs.ny.gov/about/reggs/docs/ListofEntities.pdf>.

- 1.6 The bidder understands and agrees that quantities shown on the Bid Proposal Form opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the Town may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated quantities, or the scope of the whole work; and that the Town reserves the right to add to or take from the total amount of the work up to a limit of thirty (30%) percent of the total amount of the contract based upon the executed contract price for all the specified work.
- 1.7 The bidder shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.
- 1.8 All prices bid include a sum sufficient for the preparation and submission of approved final "As-builts", record drawings, guarantees, warranties, and operations and maintenance manuals.
- 1.9 All plans and other like records compiled by the contractor in completing the work under this contract shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use.
- 1.10 The contractor shall secure and pay for all necessary permits for the proper executing and completion of work.
- 1.11 The Town is exempt from all federal, state and local taxes.

Section 2. Pre-Bid Site Inspection

- 2.1 The bidder shall satisfy itself by personal examination of the location of the proposed work and surroundings thereof, and by such other means as it may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of the bid dispute such approximate estimated quantities or assert that there was any misrepresentation by the Town or any misunderstanding by the bidder in regard to the quantity or kind of materials to be furnished, or work to be done. Failure to do so will not relieve a successful bidder contractor ("contractor") of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its bid.
- 2.2 Unless otherwise stated, the bidder is free and encouraged to examine the work site during normal work hours preceding the submission of the bid. For those bidders requesting further clarification of the conditions, an appointment with the Town's representative, can be requested, by contacting the, Town Clerk.
- 2.3 At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Bid Documents.

Section 3. Quality and Samples

- 3.1 All equipment, material and supplies bid upon must conform to the description and specifications set forth in the in the Bid Documents, or their reasonable equivalent.
- 3.2 References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

Section 4. Request for information or interpretation and/or clarification of the Bid Documents

- 4.1 The bidder shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent the bidder from providing a responsive bid.
- 4.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 4.3 Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted no later than five (5) business days prior to the date fixed for the opening of bids.
- 4.4 Any written response to a request for information or interpretation and/or clarification of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents and will be made available in the same manner and method as the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. The failure of any bidder to receive such Addenda will not relieve the contractor of any obligation to comply with the terms and conditions of the Addenda.
- 4.5 The Bid Documents, including the drawings, Bid Documents, have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The bidder must realize however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town and in accordance with the Bid Documents. The bidder shall not take advantage of any apparent errors or omission in the Bid Documents. In the event the contractor discovers an error or omission in the Bid Documents, it shall immediately notify the Town. The Town will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.
- 4.6 A bidder's failure to request a clarification, interpretation, etc. of any portion of the Bid Documents or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

Section 5. Non-Collusion

- 5.1 The bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Bid Documents. Failure by the bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

Section 6. Late Bids

- 6.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

Section 7. Bid Opening

- 7.1 Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.
- 7.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

Section 8. Acceptance or Rejection

- 8.1 A responsive bid is one that complies with all material terms and conditions of the Bid Documents.
- 8.2 If the lowest price bid or proposal is found non-responsive, a determination setting in detail and with specificity the reasons for such finding shall be issued by the Town Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.
- 8.3 The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.
- 8.4 Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.
- 8.5 The Town will consider the qualifications of all bidders and may conduct such investigation as it deems necessary to assist in the evaluation of any bid. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Town, in the Town's sole discretion, that it is

properly qualified to carry out the obligations of the contract and to complete the contemplated work. In evaluating a bidder's responsibility, the Town may consider the following factors:

- i. financial resources;
- ii. technical qualifications;
- iii. experience;
- iv. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
- v. a satisfactory record of performance;
- vi. a satisfactory record of business integrity;
- vii. where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and
- viii. compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.

8.6 The Town reserves the right to require additional information as it deems appropriate concerning the history of any bidder's performance of prior contracts. The final determination of whether the bidder possesses the requisite experience rests in the sole discretion of the Town. Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

Section 9. Appeal of Determination of Non-Responsiveness or Non-Responsible

- 9.1** Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.
- 9.2** Time Limit; A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.
- 9.3** Form and Content: The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 9.4** Stay of Award of Contract Pending. Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests. Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness or, if the stay is removed at any time after the bidder has been notified of determination of non-

responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal. The Town Clerk shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

Section 10. Award

- 10.1 Town reserves the right to make an award within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 10.2 The Award will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the Bid documents.
- 10.3 Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the Town, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

Section 11. Notice of Award

- 11.1 If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the contractor. Such Notice of Award will constitute a binding enforceable contract between the contractor and the Town of Yorktown. These General Terms and Conditions shall be incorporated into the contract as material terms.
- 11.2 The Town may issue a Notice of Award based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law §103, as implemented by Yorktown Town Code Chapter 78 entitled *Procurement for Goods and Services*.
- 11.3 Upon receipt of the Notice of Award the contractor will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

Section 12. Performance and Payment Bond

- 12.1 If a Performance and Payment bond is required in accordance with the Instruction to Bidders, the "Bid Bond and Consent of Surety" Form must be executed by the contractor's Surety Company and submitted to the Town.

Section 13. Assignment Prohibited

- 13.1 The contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall

in no way relieve the contractor or from any obligations under the terms of the contract.

Section 14. Special Requirements

- 14.1 Special requirements for any bid may supersede and/or be added to any provision contained in these General Terms and Conditions.

Section 15. Purchase of Additional Quantities of Bid Items

- 15.1 The Town may purchase additional quantities of the bid items at any time during the contract period, for the same price and under the same terms and conditions as set in the Bid Proposal Form.

Section 16. Contractor's Subcontracts and Material Lists

- 16.1 Within fifteen (15) days after execution of the Contract, the contractor shall submit to the Town for approval a list of the subcontractors, materialmen and materials that the contractor plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Town. No part of the work may be sublet until after the contractor has received the Town's approval. The contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the Town's approval to sublet parts of the work will in no way relieve the contractor of any of its obligations under the Contract. All dealings of the Town with the subcontractors shall be through the contractor.
- 16.2 The contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the contractor by all applicable provisions of the contract documents executed between the contractor and the Town, but this shall not be construed as creating any contractual relationships between subcontractors and the Town. Prior to approval of the subcontractors, the Town has the right to review and recommend changes in the subcontracts. The Town reserves the right to reject any subcontractor proposed by the contractor if in the reasonable opinion of the Town such subcontractor lacks the experience or capability to perform its subcontract work or is otherwise non-responsible.
- 16.3 The contractor shall insert appropriate clauses in each subcontract that require that if the contractor is terminated by the Town either for default or convenience that at the sole option of the Town the subcontract shall automatically at torn to the Town and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

Section 17. Representative Always Present

- 17.1 The contractor in case of its absence from the work shall have a competent representative or foreman present, who shall obey without delay, all instructions of the Town in the prosecution and completion of the work in conformity with the contract, and shall have full authority to supply labor and material immediately.
- 17.2 The contractor, or its superintendent, shall attend job meetings with the Town for the purpose of discussing expedition, execution and coordination of the work. Job

meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Town.

- 17.3 The contractor shall not commence any work prior to the first (pre-construction) meeting between the contractor, Town, and other concerned governmental and utility company representatives.

Section 18. Performance

- 18.1 All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown in the Bid Documents.
- 18.2 Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work shall not be preponderantly of borderline quality or dimension.
- 18.3 Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the contractor before starting construction. Information and data on the contract documents shall take precedence in the following order (1) Drawing; Details, Sections, Plans, Notes, General Notes, (2) Technical Specifications, (3) General Specifications. Any errors, omissions or discrepancies shall be brought to the attention of the Town whose decision thereon shall be final.
- 18.4 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents but that reasonably acceptable work had been produced, the Town shall then make a determination if the work shall be accepted and remain in place. In this event, the Town will document the basis of acceptance by contract modification, subject to the approval of the Town Board, which will provide for an appropriate adjustment in the contract price for such work or materials as deems necessary.
- 18.5 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.
- 18.6 All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of

regulating, warning or guiding traffic) shall be in conformity with the latest edition of the New York State Manual of Uniform Traffic Control Devices or other such standard as directed by the Town.

- 18.7 Time being of the essence, the contractor shall take notice that the timely completion of the work called for under the contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "Notice of Award" has been given it by the Town (unless a definite starting date is otherwise stated). Prior to commencing its work, the contractor shall notify the Town, at least forty-eight (48) hours prior to the planned date of its "start".

Section 19. Insurance Requirements

- 19.1 The contractor, upon award of the contract, shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.
- 19.2 Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the contractor and identify the contract number or description.
- 19.3 All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.
- i. Workmen's Compensation: The contractor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
 - ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
 - iii. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
 - iv. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the Special Requirements of the contract specifications.
 - v. If any of the insurance requirements are not complied with at their renewal dates, payments to the contractor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the contractor.
 - vi. If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared

suspended, discontinued or terminated. Failure of the contractor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the contractor concerning indemnification.

- vii. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims as may be determined by the Town.

Section 20. Indemnification

- 20.1 The contractor hereby agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of the contract between the contractor and the Town. The Contractor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the contractor to indemnify the Town, its officers, elected officials, agents or employees from its or their sole negligence.
- 20.2 Neither the acceptance of the completed work nor payment therefore shall release the Contractor from its obligation under this section.

Section 21. Delivery Point

- 21.1 Shipping of any products shall be FOB Destination. Delivery shall be at the location set forth in the Specifications except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or bidder due to the failure of bidder to comply with this requirement will be the responsibility of bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town. Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the Specific Specifications.
- 21.2 If bidder is shipping bid items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.
- 21.3 Delivery will not be complete until the good are inspected and accepted by the Town.

Section 22. Date of Delivery

- 22.1** Delivery of all materials included under this bid shall be made not later than the date specified in the Bid Documents or Project Schedule. If contractor cannot meet the delivery date specified in Bid Documents or Project Schedule, contractor shall state on the bid form the proposed date of delivery and such date will be considered when determining responsiveness in awarding the bid.

Section 23. Damages

- 23.1** The contractor shall be fully responsible for shipping and delivery of materials specified in the Bid Documents or Project Schedule in an undamaged condition. Town will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to Town shall be replaced immediately by contractor at no cost to the Town.

Section 24. Warranty/Guarantee

- 24.1** It is the intent of the Bid Documents to require first-class work and materials and any work not fully covered herein Bid Documents shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor. The contractor shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town quality materials.
- 24.2** Contractor is deemed to warrant and guarantee all work performed under this agreement.
- 24.3** Unless otherwise stated in other parts of the specifications, all work performed or goods supplied under the contract shall be guaranteed by the contractor against all defects resulting from the use of inferior materials, equipment or workmanship, for a period of five (5) years from the date of final completion and acceptance of the work, which shall be defined as the date of the Town's approval of the final Certificate for Payment or from the date the Town takes possession and makes full use of the constructed facility.
- 24.4** Any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.
- 24.5** No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. Any equipment, part or constructed item which is or becomes defective during the guarantee period shall be replaced or redone by the contractor, including all labor at no additional charge to the Town. All replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement promptly upon receiving written notice from Town.

Section 25. Breach of Contract/Termination

25.1 If contractor fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may arrange to have the work performed from other sources to take the place of the work product found defective or not delivered. Without limiting the foregoing, Town reserves the right to terminate the contract upon breach within ten (10) days written notice provided to the contractor.

Section 26. Prevailing Wage Rates and Supplements

26.1 Wages to be Paid and Supplements to be Provided

- i. The contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting the contract or order, either Federal, State or local.

26.2 Records to be kept on Site

The contractor, subcontractors at any tier shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- i. Record of hours worked by each workman, laborer and mechanic on each day;
- ii. Record of days worked each week by each workman, laborer and mechanic;
- iii. Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- iv. Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- v. A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice, informing them of the prevailing wage rates and supplements requirement for the contract.

Section 27. Estimates and Payments

27.1 As the work progresses but not more often than once a month and then on such days as the Town shall direct, the contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the contractor.

27.2 From each requisition, the Town will retain five percent (5%) plus one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments against the contractor that have not been suitably discharged. The Town will thereupon cause the balance of the requisition therein to be paid to the contractor.

- 27.3** As a condition to the making of any progress payment as set forth in this paragraph, the Town, in its sole discretion may require the contractor to submit such document as may be reasonably required to establish that the contractor and its subcontractors have timely and properly paid their respective subcontractors and materialmen at any tier.
- 27.4** When the work or major portion thereof, as contemplated by the terms of the contract are substantially completed in the judgment of the Town, the contractor shall submit a requisition for the remainder of the contract balance. An amount equal to two (2) times the value of the remaining items to be completed plus one hundred fifty percent (150%) of the amount that the Town deems necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged shall be deducted from the requisition. As the remaining items of work are satisfactorily completed or corrected, the Town will, upon receipt of a requisition, pay for these items less one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments.
- 27.5** All estimates will be made for actual quantities for work performed and materials and equipment incorporated in the work as determined by the measurements of the Town, and this determination shall be accepted as final, conclusive and binding upon the contractor. All estimates will be subject to correction in any succeeding estimate.
- 27.6** Payment will be made only upon the written request of the contractor. Payment requests shall be processed by the Town no more than one (1) time per month. Payment will be made for materials pertinent to the project which have been delivered to the site or off-site by the contractor suitably stored and secured in first-class condition as required by the Town. The contractor must submit certified copies of the manufacturer's or Contractor's invoices or statements establishing the true purchase value of the material or equipment; freight bills, release of liens and certificate of insurance covering all equipment and materials.
- 27.7** The Contractor shall be responsible for safeguarding stored equipment and materials against loss or damage of any nature whatsoever, shall retain title until incorporated into the work and acceptance by the Town and in case of loss or damage, the contractor shall replace such lost or damaged equipment and materials at no cost to the Town. After receipt of payment, the contractor shall not remove from the site equipment and materials for which such payment was made without written authorization from the Town.
- 27.8** Within thirty (30) days after receiving written notice from the Contractor of substantial completion of the work under this Agreement, the Town will cause an inspection to be made of the work done under the contract. If, upon such inspection, the Town determines that the work is substantially complete, a Substantial Completion Payment to the contractor for the work done under the contract, less any and all deductions authorized to be made by the Town under the contract or by law, will be issued.

27.9 As a condition precedent to receiving payment therefore, the Contractor must have received Town approval of all Shop Drawing submittals, the Operation and Maintenance Manuals, and As-Built Drawing(s).

27.10 Together with its application for substantial completion payment the Contractor shall also deliver to the Town a verified statement certifying that all claims or liabilities arising from the completed work, including all charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") have been presented to the Town. All such claims shall be described in sufficient detail so as to be easily identified. The contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the Town from the beginning of the project through the date of substantial completion as established by the Town. The presentation of the verified statement to the Town shall not constitute an acknowledgement by the Town that any such claim is valid. The Town expressly reserves its right to assert that any such claim(s) is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the contractor's verified statement shall be preserved; all other claims whatever nature shall be deemed waived and released. It shall also submit proof of title of the materials and equipment covered by the contract. The contractor shall also, prior to the issuance of said Substantial Completion Payment, supply to the Town affidavits and certificates for labor, material and equipment (where applicable).

27.11 Within ten (10) days after receiving written notice from the contractor of completion of all the work, the Town will make a final inspection. If upon inspection the Town determines that no further work is needed, the Town will request that the Town approve the completion of the project and authorize payment of the Final Estimate.

Section 28. Payments to Subcontractors and Materialmen By Contractor

28.1 Within fifteen (15) calendar days of the receipt of any payment from the Town, the contractor shall pay each of its subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the Town less an amount necessary to satisfy any claims, liens or judgment against the subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described.

28.2 Nothing provided herein shall create any obligation on the part of the Town to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the Town. Notwithstanding anything to the foregoing, the Town may tender payments to the Contractor in the form of joint or dual payee checks.

Section 29. Change in the Contract Price

29.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the contractor for performing the work pursuant to the contract. All duties, responsibilities and obligations assigned to or undertaken by

the contractor shall be at its expense without change in the Contract Price.

Section 30. Proper Method of Work and Proper Materials

- 30.1** The Town shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under the contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.
- 30.2** If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the contractor to increase its efficiency or to improve their character, and the contractor shall promptly conform to such order; but the failure of the Town to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.
- 30.3** The Contractor will establish the lines, grades and measurements necessary in his opinion to properly locate the work, by setting suitably marked offset or reference stakes. These stakes are referenced to the control points, coordinates and similar data that may be shown on the contract drawings, but the Town reserves the right to modify that information.
- 30.4** The Contractor shall carefully and properly preserve all stakes, pins and markers required at no additional costs to the Town. All existing property lines and survey monuments which may, of necessity have to be disturbed during the construction work, will be properly tied to fixed points and reset by the Contractor at no cost to the Town.

Section 31. Utilities and Service Lines

- 31.1** The Contractor is hereby warned that a reasonable opportunity is to be given the municipalities and public service corporations to alter and install pipes, conduits or other structures prior to placing to pavement. No guarantee is given that public utility structures and service lines herein shown are correctly located. Locations given are from the best available information.

Section 32. Protection, Existing Structures

- 32.1** The Contractor, at his expense, shall protect adjacent and other property or premises from damage of any kind during the progress of the work and shall erect and maintain guards around his work in such a way as to afford protection to the public. The Contractor shall be held responsible for improper, illegal, or negligent conduct of himself, his subcontractors, employees and agents in and about said work or in the execution of the work covered by this Contract.
- 32.2** The Contractor shall, at his expense, sustain in their places and permanently protect from direct or indirect injury any and all pipelines, subways, pavements, sidewalks, curbs, railways, buildings, trees, poles, wells, and other property in the vicinity of his work, whether over-or underground, or which appear within the trench or

excavations, and he shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.

- 32.3** The Contractor's liability shall also include the damage or injury sustained by any structure whatsoever due to settlement of trenches or excavations or to settlement or lateral movement of the sides of such trenches or excavations, whether such movement occurs during or after excavation or backfilling of such trenches or excavations. His liability to so support and protect all such structures from damage or injury shall continue without limitation, throughout the Contract period and during the period of guarantee.
- 32.4** The Contractor shall at all times have on the ground suitable and sufficient material and shall use the same as may be necessary or required for sustaining and supporting any and all such structures which are uncovered, undermined, weakened, endangered, threatened, or otherwise materially affected.
- 32.5** In case injury occurs to any portion of a pipeline or structure, or to the material surrounding or supporting the same, through blasting or similar operations, the Contractor shall immediately notify the Engineer, and, at his expense, shall remove such injured work and shall rebuild the pipeline or structure and shall replace the material surrounding the supporting the same, or shall furnish such material and perform such work of repairs or replacement as the Town may order. Any damage whatsoever shall be promptly, completely and satisfactorily repaired by the Contractor at his expense.

Section 33. Acceleration of the Work

- 33.1** The Town may, at its sole discretion and as circumstances reasonably require, require the contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Town provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the contractor's or his subcontractor's own forces.
- 33.2** The Town, pursuant to a validly issued written change order, may reimburse the contractor for the direct cost to the contractor of the premium time for the labor utilized by the contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith.
- 33.3** Anything to the foregoing notwithstanding, in the event that the contractor has fallen behind schedule or in the Town's judgment appears likely to fall behind schedule, Town shall have the absolute right to direct the contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the contractor.

Section 34. Stopping Work

34.1 Town May Suspend Work:

- i. The Town may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor which shall fix the date on which work shall be resumed. The contractor shall resume the Work on the date so fixed. Subject to the approval of the Town Board, the contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

34.2 The Town May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If the contractor is adjudged bankrupt or insolvent,
2. If the contractor makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for the contractor or for any of the contractor 's property,
4. If the contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If the contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
6. If the contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If the contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If the contractor disregards the authority of the Town, or
9. If the contractor otherwise violates in any substantial way any provisions of the Bid Documents or the Contract. The Town may after giving the contractor and its Surety seven (7) days written notice, terminate the services of the contractor, exclude the contractor from the site, incorporate in the Work all materials and equipment stored at the site or for which Town has paid the contractor but which are stored elsewhere, and finish the Work as Town may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor shall pay the difference to the Town.

- B. Where the contractor's services have been so terminated by the Town, the termination shall not affect any rights of Town against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by Town will not release the contractor from liability.
- C. Upon seven (7) days written notice to the contractor, Town may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Agreement. In such case, the contractor shall be paid (without duplication of any items):
 - 1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination, including fair and reasonable sum of overhead and profit on such work;
 - 2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
 - 4. For reasonable expenses directly attributable to termination. contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

Section 35. Change in the Contract Time

- 35.1** The contractor agrees that it will make no claim against the Town or any of its representatives for damages for delay, interference or disruption in the performance of its Contract occasioned by any act or omission to act by the Town or any of its representatives, or occasioned by any act or omission of any other contractor and further agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.
- 35.2** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 35.3** The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the contractor. Such delays shall include, but not be limited to, acts or neglect by Town, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a subcontractor, manufacturer, fabricator,

supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the contractor unless such party's delay is attributable to one of the above enumerated causes.

35.4 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that the contractor shall not be entitled to damages for any delay occurring as a consequence of a delay if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of the Town.

Section 36 Disputed Work - Notice of Claims for Damages

36.1 If the contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of the contract, he must promptly, within five (5) calendar days after being directed to perform such work, notify the Town, in writing, of its contentions with respect thereto and request a final determination thereon. If the Town determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Town's determination and direction, notify the Town, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

36.2 The contractor is bound by the provisions of all applicable laws, including but not limited to the General Municipal Law and the Town Law, as related to the presentation of claims.

36.3 While the contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the contractor shall furnish the Town daily with three copies of written statements signed by the Contractor's representatives at the site showing:

- i.** the name of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
- ii.** the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

36.4 The contractor shall carry on the work and maintain the progress schedule during

all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and Town may otherwise agree in writing.

- 36.5** Before final acceptance of the work by the Town, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

INVITATION TO BID

Replacement of (4) new hot water boilers, (1) new indirect hot water heater, ancillary boiler equipment, & new garage ventilation equipment

BUILDING LOCATION(S): Yorktown Highway Garage
281 Underhill Ave
Yorktown Heights, NY 10598

MAILING ADDRESS: Town of Yorktown
363 Underhill Ave
Yorktown Heights, NY 10598

DATE: December 13, 2021

REF: RD 21032

Walkthrough: Please schedule an appointment with the Highway Superintendent, Dave Paganelli @ 914-962-5781

Question and Answer Period: All questions must be received in writing via email at dquast@yorktownny.org

Bid Due Date: December 30, 2021 at 11:00 A.M.

RESPOND TO: Diana L. Quast Town Clerk
363 Underhill Ave.
Yorktown Heights, NY 10598
914-962-5722 x209

DISCLAIMERS:

1. ALL AREAS OF WORK ARE TO BE INSPECTED BY A NYS CERTIFIED ASBESTOS INVESTIGATOR AND MOLD INVESTIGATOR. ASBESTOS REMOVAL AND MOLD REMOVAL TO BE CONDUCTED BY CERTIFIED REMEDIATION INDIVIDUALS/COMPANIES.
2. CONTRACTOR TO VERIFY ALL CONDITIONS AND DIMENSIONS IN FIELD
3. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING BUILDINGS AND BELONGINGS BEFORE STARTING ANY WORK AND MAKING SURE DUST/DEBRIS DOES NOT AFFECT EXISTING FURNITURE/PAINTINGS/WALLS/FLOORS OR OTHER EXISTING MATERIALS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR REPAIR REQUIRED TO RESTORE ANY AFFECTED ITEMS.
4. IT IS STRONGLY RECOMMENDED THAT THE CONTRACTOR TAKE PHOTOS OF ALL WORK AREAS BEFORE STARTING ANY WORK AND TAKE PHOTOS AFTER WORK IS COMPLETE.

Contractor will have to comply with:

- 1] **SEALED BIDS:**
Contractor's bids are requested to the **Town Clerk's Office by December 30, 2021 at 11:00 A.M.**

Insurance Specifications for work at **the Yorktown Highway Garage** are provided as an attachment to this specification.

- 2] **PLANS ATTACHED:** Yes

- 3] **EQUIPMENT LOCATION:** Ground floor boiler room, garage space, and roof. Items may be specified on plans and not in specifications, and vice versa, which is part of the installation.

- 4] **PREPARATION AND MOLD/MILDEW & ASBESTOS REMOVAL:**
The new units shall be installed in such a manner that building services are not interrupted for more than a few hours at a time.

Adequate **heat** must be provided at all times to the affected areas of the building.
*** The Contractor may use any method of supplying heat **at the Contractor's expense**. All connections- piping, etc. to be included in contract. Contractor is responsible to maintain adequate **heat** at all times.

Contractor is to be responsible for all temporary connections. Contractor will adequately support and protect all temporary lines from damage and pedestrian traffic. Contractor is to file with all Agencies having jurisdiction.

If any asbestos containing material is discovered, then the Contractor will remove any and all existing asbestos containing material, in all areas where the work is to be done, to provide an asbestos free area to work in as per Government regulations.

The Contractor will schedule with the Owner to start the installation as soon as any asbestos has been removed. The Contractor is only responsible for work in the outside areas where he may have to disturb or may have to remove asbestos due to the new installation. Contractor will pay all fees associated with the removal, as per EPA and Government Regulations. Contractor will present Owner with manifest and all papers associated with removal. Contractor will be responsible for all monitoring. Contractor will be required to remove any ACM remaining, as per monitoring company.

If any mold/mildew is discovered, then the Contractor will remove any and all existing material with mold/mildew, in all areas where work is to be done, to provide a mold/mildew free area to work in as per Government regulations. The Contractor is only responsible for work in the outside areas where he may have to disturb or may have to remove mold/mildew due to the new installation.

Demolition to include (but not limited to):

- A. Removal of (5) existing Slant Fin GG399 boilers in boiler room and associated breeching.
- B. Related piping and valves as per plans.
- C. Existing fresh air duct.
- D. (2) Existing B&G hot water (heating) circulating pumps.
- E. Relocate existing electric hot water heater and controls from hallway closet to the boiler room.

TENANT PROTECTION PLAN:

- A. **EGRESS.** AT ALL TIMES IN THE COURSE OF CONSTRUCTION PROVISIONS SHALL BE MADE FOR ADEQUATE EGRESS AS REQUIRED BY CODE. REQUIRED EGRESS SHALL NOT BE OBSTRUCTED AT ANY TIME EXCEPT WHERE APPROVED BY THE BUILDING INSPECTOR.
- B. **FIRE SAFETY.** ALL BUILDING MATERIALS STORED AT CONSTRUCTION AREA, AND/OR IN ANY AREA OF THE BUILDING ARE TO BE SECURED IN A LOCKED AREA. ACCESS TO SUCH AREAS TO BE CONTROLLED BY OWNER AND/OR GENERAL CONTRACTOR.
- C. **HEALTH REQUIREMENTS.** DEBRIS, DIRT, AND DUST TO BE KEPT TO A MINIMUM, AND BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA; AND BE CLEANED UP AND CLEARED FROM BUILDING PERIODICALLY TO AVOID ANY EXCESSIVE ACCUMULATION.
- D. **COMPLIANCE WITH HOUSING STANDARDS.** N/A

- E. STRUCTURAL SAFETY.** NO STRUCTURAL WORK SHALL BE DONE THAT MAY ENDANGER THE OCCUPANTS. NONE TO BE PERFORMED UNDER THIS PROJECT.
- F. NOISE RESTRICTIONS.** CONSTRUCTION OPERATIONS WILL BE CONFINED TO NORMAL WORKING HOURS: 9 A.M. TO 5 P.M., MONDAYS THROUGH FRIDAYS, EXCEPT LEGAL HOLIDAYS, UNLESS AN AFTER-HOURS WORK PERMIT IS SECURED FROM THE DEPARTMENT OF BUILDINGS AND BUILDING OWNER..
- G. MAINTAINING ESSENTIAL SERVICES.** CONSTRUCTION OPERATIONS WILL NOT INVOLVE INTERRUPTION OF HEATING, COLD AND HOT WATER OR ELECTRICAL SERVICES TO TENANTS OF THE BUILDING WITHOUT PRIOR APPROVAL BY THE BUILDING OWNER. ANY BUILDING SHUT DOWNS MUST BE COORDINATED AND AUTHORIZED BY BUILDING OWNER.
1. Contractor will notify Dig Safely New York in accordance with NYS code rule 753 (if applicable)
- H. WORK PHASING PLAN:** CONSTRUCTION OPERATIONS WILL NOT INVOLVE INTERRUPTION OF HEATING, COLD AND HOT WATER OR ELECTRICAL SERVICES TO TENANTS OF THE BUILDING WITHOUT PRIOR APPROVAL BY THE BUILDING OWNER. ANY BUILDING SHUT DOWNS MUST BE COORDINATED AND AUTHORIZED BY BUILDING OWNER.

5] **GENERAL CONSTRUCTION**

- A. The Contractor shall furnish and install new high efficiency, low pressure water boilers as per plans and connect to existing risers as per plans. Contractor to order new boilers with factory assembled low loss header. New shut off valves, drain lines, and monitoring systems are to be furnished and installed for each unit as per plans and as per manufacturer's requirements.
- B. Contractor to furnish and install new flue vent piping and combustion air intake piping as per plans and as per manufacturer's requirements.

- C. Contractor to relocate existing electric hot water heater to boiler room and connect to water piping as shown on plans.
- D. Contractor to furnish and install new indirect hot water heater and connect to water piping as shown on plans.
- E. Contractor to furnish and install new hot water (heating) circulation pumps as per plans.
- F. Contractor is responsible for any core drilling to facilitate pipe installation. Contractor to firestop any floor or wall penetrations where piping is installed. Contractor to repair floors as required to provide a "like new" finish to match existing. Firestop where required.
- G. Dielectric material to be used to separate all dissimilar metals, ie copper to steel connections.
- H. Insulate all supply and return line piping according to the insulation requirements listed on the plans and as per the Energy Conservation Code.
- I. Contractor to furnish and install new HVAC equipment in garage space, i.e. make-up air fans, vehicle exhaust fans, and all related ducting and electrical work.

The Contractor will advise Owner's Engineer two days prior to sealing of walls/ceilings so that a Controlled Inspection can be performed. In the event, that we are not notified, we will request that any enclosures be redone under our supervision at the Contractors cost. Contractor is financially responsible for all re-inspections.

6] **EQUIPMENT:**

See section 5

7] **SYSTEM CHECK:**

The successful Contractor shall check all existing and new piping for its proper functioning and be responsible for it, as well as for proper equipment adjustments and proper system equipment operation.

The Contractor shall not be responsible, financially, for defects in the present existing piping or systems, which he/she did not alter.

8] **PIPING GUIDELINE - GENERAL**

See pipe size and support on plans

A. **PIPE EXPANSION:**

The Contractor will make allowances in all cases for any expansion loops, where necessary, to prevent breakage, leaks or other damage.

B. **ELECTROLYTIC CORROSION:**

If a connection between dissimilar metals is required, as between ferrous and non-ferrous materials, then Teflon, Micarta, or equal electrical insulators between the metals shall be supplied to prevent electrolytic corrosion.

C. **PIPE SUPPORTS:**

All piping shall be securely supported using copper coated steel to permit expansion and contraction. The spacing shall not exceed that recommended by the Manufacturer for that particular size pipe and support. (Please see plans for locations).

E. **PAINTING:**

No painting of piping required unless requested by owner.

9] **VALVES**

All Services: Material identical with adjacent piping Bronze Check valves shall be employed.

Jenkins Valves

TYPE VALVE

Gate	Up to 3" threaded 150 PSI	370 Bronze Gate
Gate Globe	2" to 24" flanged Up to 3" soldered	651A Cast iron body/bronze trim 81 B Bronze fig.1200
Globe	300 PSI up to 2" threaded	Cat.81B Bronze 746
Globe	300 PSI 1/4" to 3" threaded	Cat.81B Bronze 106A
Gate	300 PSI to 6" flanged	Cat.81B Bronze 677A

Swing	Check 1/4" to 3" threaded	Cat.81B F 1892A	Bronze
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Ball Valves or Gate Valves shall be used wherever possible and Globe Valves used only where a fine control of flow is required.

All piping and valves shall be selected for the service intended, with respect to ratings and materials.

11] **RESPONSIBILITY**

The Contractor shall take digital photos of all areas of where work is being performed in order to record conditions prior to the start of work. The Contractor shall properly protect the floors of all hallways and work areas with Masonite or equivalent. The contractor is to be responsible to remove all debris created and leave all rooms and hallways, at the worksite, broom clean at the end of each day and at the completion of the job. All debris is to be removed. No rubbish to be left behind closed walls/ceilings. The contractor shall take digital photos of all completed insulation and firestop installation prior to the walls/ceilings being closed.

The contractor is to follow all NYS and town COVID response guidelines and maintain proper records.

12] **LICENSES**

All work shall be done by a Licensed and Bonded Contractor.

All plumbing work shall be done by a Licensed Plumber.

All mechanical work shall be done by a licensed mechanical contractor.

All work shall be done in a professional and workmanlike manner.

13] **INSTRUCTION BOOKS**

The Contractor shall assemble for presentation to the Owner, five (5) sets of Manufacturer's Instruction Books and Parts Lists on each piece of equipment purchased under this contract.

Contractor will be responsible to train Superintendent in proper functioning and operation of new equipment. Contractor to spend a minimum of (4) hours start-up with a training session.

*** The Contractor shall assemble (2) sets of equipment submittal to Owner's Engineer prior to work commencing.

14] **PLANS AND PERMIT**

Prior to starting work, the Contractor will obtain all approvals and Permits from the Department of Buildings. Contractor will also ensure that they have the approved plans from the Dept of Buildings of the Town of Yorktown prior to starting work.

The Contractor shall pay all Filing Fees and Inspection Fees.

The Contractor shall obtain all additional Permits and pay all additional Fees, due to change in equipment or other.

The Contractor is responsible to pay all Reinspection Fees if the first Inspection is failed.

The Contractor shall be responsible to obtain final Approval from all of the Agencies Having Jurisdiction (AHJ).

The Contractor is responsible for all Engineering Fees and Amendment Fees due to change in equipment after the applications have been filed.

The Contractor shall have the financial responsibility to test all equipment, and report test results to the Owner.

15] All equipment, material, and installation work being provided on this project will comply with the applicable codes and rules of these references:

- A. A.S.M.E. – AMERICAN SOCIETY OF MECHANICAL ENGINEERS
- B. A.S.T.M. – AMERICAN SOCIETY OF TESTING AND MATERIALS
- C. A.W.S. – AMERICAN WELDING SOCIETY
- D. FM – FACTORY MUTUAL
- E. I.R.I. – INDUSTRIAL RISK INSURERS
- F. NEMA – NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
- G. N.F.P.A. – NATIONAL FIRE PROTECTION ASSOCIATION
- H. U.L. – UNDERWRITERS LABORATORY

- I. NEW YORK STATE BUILDING CODE, PLUMBING CODE, FUEL GAS CODE, ELECTRICAL CODE. ALL EQUIPMENT AND MATERIALS FURNISHED UNDER THIS CONTRACT WILL HAVE A U.L. LISTING OR EQUIVALENT.
- II. RULES AND REGULATIONS OF CONSOLIDATED EDISON COMPANY OF NEW YORK
- III. RULES AND REGULATIONS OF NYSEG.
- IV. NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC).

15] **GUARANTEE**

All manufactured and purchased parts and materials shall be new and guaranteed until 12:01 AM **January 1, 2023**.

Where the Manufacturer does not give this guarantee, the Contractor shall so state in his bid.

The Contractor shall furnish labor, material, at no cost to the Owner, defective material and/or workmanship until January 1, 2026 or a five year warranty upon completion of work.

16] **BIDS**

Bids to Specify:

- 1] Contract price per this specification with alternative listed separately. All taxes and shipping charges to be paid by the Contractor.
- 2] Time required to adjust and install a complete system as well as time required to obtain Final Approval from City Agencies.
- 3] A minimum of 10% of the Contractor Price shall be with-held until the Contractor delivers the following documents to the Owner:
 - A. Certificate of Approval from Department of Buildings.
 - B. Certificate of Completion from the Department of Buildings.
 - C. All Plumbing Certificates, as required.

- 17] It is further understood that this is a complete contract and all work required to comply with the intent, is to be included in the bid, whether or not it is specifically mentioned herein.

The Contractor is to familiarize himself with all aspects of the job and quote any exceptions and/or additions, required.

The bidder is encouraged to quote prices on economic alternates, after bidding to specification.

The intent of bidding and specification procedure is to eliminate extras after the contract is signed and allow the Purchaser to make uniform price comparisons, at this time.

18] **TERMS OF PAYMENT**

Terms of payment for work at **the Yorktown Highway Garage** are provided as an attachment to this specification.

The Contractor will notify Owner and Owner's Engineer upon completion so that a punch list may be developed for Final Payment. Owner will assume financial responsibility for (1) inspection only. Additional inspections, if necessary, will be paid for by the Contractor.

**** End ****

DEPARTMENT OF BUILDINGS NOTES

- SAFETY NOTES:**
1. GENERAL: ALL WORK TO BE DONE IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE AND REGULATIONS OF ALL OTHER AGENCIES AND ASSOCIATION.
 2. STRUCTURAL: NO STRUCTURAL WORK TO BE DONE UNDER THIS APPLICATION.
 3. MEANS OF EGRESS: ALL MEANS OF EGRESS FOR TENANTS OF THE BUILDING TO BE MAINTAINED CLEAR AND FREE OF ALL OBSTRUCTIONS SUCH AS BUILDING MATERIALS, ETC.
 4. FIRE SAFETY: ALL BUILDING MATERIALS STORED AT CONSTRUCTION AREA, AND/OR IN ANY AREA OF THE BUILDING ARE TO BE DELIVERED TO A LOCKED AREA. ACCESS TO SUCH AREAS TO BE CONTROLLED BY OWNER AND/OR GENERAL CONTRACTOR.
 5. DUST CONTROL: DUST, SMOKE, AND GASES TO BE KEPT TO A MINIMUM AND TO BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA, AND BE KEPT FROM BUILDING PERIODICALLY TO AVOID ANY EXCESSIVE ACCUMULATION.
 6. NOISE: AFTER HOURS, CONSTRUCTION OPERATIONS WILL BE CONFINED TO NORMAL WORKING HOURS, 9 AM TO 5 PM, AND/OR THROUGH FENCES, EXCEPT FOR EMERGENCY, UNLESS AN APPROVED NOISE PERMIT IS OBTAINED FROM THE DEPARTMENT OF BUILDINGS AND BUILDING CODES.
 7. OWNER AND GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY ACCESS TO ALL AREAS OF THE BUILDING. DUST, SMOKE AND GASES AS WELL AS NOISE AT ALL TIMES SHALL BE KEPT TO A MINIMUM.
 8. CONSTRUCTION OPERATIONS WILL NOT PROVIDE INTERIOR FORMS OF HEATING, COOL AND HOT WATER OR ELECTRICAL SERVICES TO TENANTS OF THE BUILDING WITHOUT PRIOR APPROVAL BY THE DEPARTMENT OF BUILDINGS AND BUILDING CODES.
 9. COORDINATION OF SERVICES: SERVICES SHALL BE PROVIDED TO TENANTS TO MAINTAIN RECORDS AND OCCUPANCY IN THE BUILDING. SERVICES TO BE DISCONTINUED FOR A PERIOD GREATER THAN 24 HOURS, TEMPORARY OR ALTERNATE SERVICES SHALL BE PROVIDED UNTIL PERMANENT SERVICE CAN BE RESTORED. ALTERNATE SERVICES PROVIDED BY THE NOT LISTED TO THE OWNER SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO BUILDING OWNER.
 10. WORK PROTECTIVE PLAN: BEFORE COMMENCING CONSTRUCTION, CONTRACTOR SHALL PROVIDE A WORK PROTECTIVE PLAN IDENTIFYING WHERE CONSTRUCTION WILL TAKE PLACE IN EACH AREA WHERE WORK IS TO OCCUR. CONTRACTOR SHALL COORDINATE CLEARING THE AREAS OF CARLS STORED MATERIALS OR OTHER CONSTRUCTION WITH OWNER, OWNER'S REPRESENTATIVE, AND BUILDING MAINTENANCE STAFF.

D.S.H.A. SAFETY NOTES

1. ALL SAFETY OFFICERS SHALL MAINTAIN SAFE SITE CONDITIONS, PRACTICES & MAINTAINING EQUIPMENT.

2. ALL TO BE KEPT CLEAR OF ALL MARKED ROAD ZONES, LANEWAYS, CARS, BIKES & SCOOTERS.

3. ALL ELECTRICAL EQUIPMENT & TOOLS MUST BE GROUNDING PROPERLY & EMPLOYEES BOUND OFF TOOLS.

4. ALL NEW ELECTRICAL WORK FOR CONSTRUCTION TO BE TURNED OFF AT BREAKS AFTER WORKING HOURS, PROVIDE LOCK AT PANEL.

ASBESTOS NOTES

1. ALL CONTRACTORS ARE HEREBY ADVISED THAT ALTHOUGH NONE IS SUSPECTED, IF THEY FIND OR SUSPECT ASBESTOS WITHIN THE CONTRACT AREAS, THE HANDLING OF THIS MATERIAL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS PUBLISHED IN THE FEDERAL REGISTER BY OSHA, EPA & OTHER FEDERAL AUTHORITIES HAVING JURISDICTION & IN ADDITION, ANY SUPPLEMENTAL LAWS, RULES & AUTHORITIES HAVING JURISDICTION & REGULATIONS PROMULGATED BY STATE & LOCAL AUTHORITIES.
2. ANY MATERIAL COMPOSITION WHICH IS QUESTIONABLE SHALL BE BROUGHT TO THE ATTENTION OF THE ENVIRONMENTAL CONSULTANT. THE DETERMINATION OF THE MATERIAL CONTENT SHALL BE AT THE SOLE DISCRETION OF THE CONSULTANT. IF NECESSARY THE CONSULTANT SHALL REQUEST LAB TESTING. THE CONTRACTOR SHALL IMMEDIATELY STOP THE WORK & NOTIFY THE ARCHITECT & THE CLIENT.

LEAD NOTES

1. THE OWNER, GENERAL CONTRACTOR & DEMOLITION SUBCONTRACTOR ARE ADVISED THAT THERE IS THE POSSIBILITY OF LEAD PAINT HAVING BEEN USED IN THE EXISTING CONSTRUCTION.
2. ALL WORK WILL COMPLY WITH APPLICABLE LAWS RELATING TO LEAD PAINT REMOVAL. IF ANY OF THESE MATERIALS ARE DISCOVERED, THE CONTRACTOR SHALL STOP WORK AND NOTIFY THE ARCHITECT IMMEDIATELY.
3. THE DEMOLITION PORTION OF THE WORK MUST BE PERFORMED ACCORDING TO SAFE WORK PRACTICES (OSHA) INCLUDING WORKER PROTECTION, PREVENTION OF SPREAD OF LEAD DUST & NOTIFICATION OF THE PUBLIC & GOVERNMENT AGENCIES & PROPER DISPOSAL OF CONTAMINATED RESIDUE. AFTER THE WORK IS PERFORMED & THE SPACE IS CLEANED IT IS NO LONGER A LEAD ABATEMENT JOB. THE OWNER IS OBLIGED TO COMPLY WITH LOCAL CODES.

BLANKET

THIS PLAN IS APPROVED ONLY FOR THE WORK INDICATED ON THE APPLICATION SPECIFICATION SHEET. ALL OTHER MATTERS SUBJECT ARE TO BE HELD UPON AS TO BE CONSIDERED AS EITHER BEING APPROVED OR IN ACCORDANCE WITH APPLICABLE CODES.

EXCISES COMPLIANCE

TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGMENT, THIS APPLICATION IS IN COMPLIANCE WITH THE EXCISES.

NOTES:

1. INSTALLATION TO COMPLY WITH SECTIONS 2002, 2003, & 2004 OF THE OF THE EXISTING BUILDING CODE OF THE CITY OF NEW YORK.
2. VENTILATION FOR THE MECHANICALS TO COMPLY WITH THE REQUIREMENTS OF CHAPTER 4, 7, 10, AND 13 OF THE PROVISIONS OF NEW YORK STATE.
3. ROOFER INSTALLATION WILL BE ACCORDANCE WITH ROOFER AND PRESSURE VESSEL CODE.
4. ALL ROOF TO COMPLY WITH THE FINAL AND CORRECT THE ROOFER, ASH, ASH, CON, MET, CON, & AS.



TAX MAP



AERIAL IMAGE

- NOTES:**
- 1) ROOFER SHALL ACCEPT TESTING REQUIREMENTS / DOCUMENTATION AS REQUIRED FOR THE REMOVAL OF LEAD BASED PIGMENTS OR OF ASBESTOS AND OTHER TOXIC SUBSTANCES.
 - 2) MONTHLY PRODUCTION REPORTS SHALL BE ACCEPTABLE ONLY BY A SIGN SIGNATURE OF THE TESTING AGENCY TESTING AGENCY. RESULTS MUST BE RECEIVED ON THE DAY FROM SITES OF THE TESTING AGENCY AND OWNER.
 - 3) ASBESTOS DETECTION REQUIRED UNDER FROM A.E.I. USED FOR CONSULTATION SUCH AS BODILY FOR 2010 WIFE SECTION 615.
 - 4) NO REMOVAL OF ASBESTOS DETECTION DURING CONSTRUCTION.
 - 5) ALL ROOFER SHALL COMPLY WITH THE 2010 WIFE SECTION 615 AND EXCEEDS CALS113 CODES OF PRACTICE.

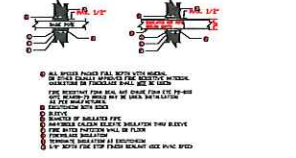


TABLE C403.2.8

MINIMUM PIPE INSULATION THICKNESS (IN INCHES)

PIPE NOMINAL SIZE (IN)	INSULATION THICKNESS (IN)		MINIMUM INSULATION THICKNESS (IN)	
	1/2"	3/4"	1/2"	3/4"
1/2"	1/2"	3/4"	1/2"	3/4"
3/4"	3/4"	1"	3/4"	1"
1"	1"	1 1/4"	1"	1 1/4"
1 1/4"	1 1/4"	1 3/4"	1 1/4"	1 3/4"
1 1/2"	1 1/2"	2"	1 1/2"	2"
2"	2"	2 1/2"	2"	2 1/2"
2 1/2"	2 1/2"	3"	2 1/2"	3"
3"	3"	3 1/2"	3"	3 1/2"
3 1/2"	3 1/2"	4"	3 1/2"	4"
4"	4"	4 1/2"	4"	4 1/2"
4 1/2"	4 1/2"	5"	4 1/2"	5"
5"	5"	5 1/2"	5"	5 1/2"
5 1/2"	5 1/2"	6"	5 1/2"	6"
6"	6"	6 1/2"	6"	6 1/2"
6 1/2"	6 1/2"	7"	6 1/2"	7"
7"	7"	7 1/2"	7"	7 1/2"
7 1/2"	7 1/2"	8"	7 1/2"	8"
8"	8"	8 1/2"	8"	8 1/2"
8 1/2"	8 1/2"	9"	8 1/2"	9"
9"	9"	9 1/2"	9"	9 1/2"
9 1/2"	9 1/2"	10"	9 1/2"	10"
10"	10"	10 1/2"	10"	10 1/2"
10 1/2"	10 1/2"	11"	10 1/2"	11"
11"	11"	11 1/2"	11"	11 1/2"
11 1/2"	11 1/2"	12"	11 1/2"	12"
12"	12"	12 1/2"	12"	12 1/2"
12 1/2"	12 1/2"	13"	12 1/2"	13"
13"	13"	13 1/2"	13"	13 1/2"
13 1/2"	13 1/2"	14"	13 1/2"	14"
14"	14"	14 1/2"	14"	14 1/2"
14 1/2"	14 1/2"	15"	14 1/2"	15"
15"	15"	15 1/2"	15"	15 1/2"
15 1/2"	15 1/2"	16"	15 1/2"	16"
16"	16"	16 1/2"	16"	16 1/2"
16 1/2"	16 1/2"	17"	16 1/2"	17"
17"	17"	17 1/2"	17"	17 1/2"
17 1/2"	17 1/2"	18"	17 1/2"	18"
18"	18"	18 1/2"	18"	18 1/2"
18 1/2"	18 1/2"	19"	18 1/2"	19"
19"	19"	19 1/2"	19"	19 1/2"
19 1/2"	19 1/2"	20"	19 1/2"	20"
20"	20"	20 1/2"	20"	20 1/2"
20 1/2"	20 1/2"	21"	20 1/2"	21"
21"	21"	21 1/2"	21"	21 1/2"
21 1/2"	21 1/2"	22"	21 1/2"	22"
22"	22"	22 1/2"	22"	22 1/2"
22 1/2"	22 1/2"	23"	22 1/2"	23"
23"	23"	23 1/2"	23"	23 1/2"
23 1/2"	23 1/2"	24"	23 1/2"	24"
24"	24"	24 1/2"	24"	24 1/2"
24 1/2"	24 1/2"	25"	24 1/2"	25"
25"	25"	25 1/2"	25"	25 1/2"
25 1/2"	25 1/2"	26"	25 1/2"	26"
26"	26"	26 1/2"	26"	26 1/2"
26 1/2"	26 1/2"	27"	26 1/2"	27"
27"	27"	27 1/2"	27"	27 1/2"
27 1/2"	27 1/2"	28"	27 1/2"	28"
28"	28"	28 1/2"	28"	28 1/2"
28 1/2"	28 1/2"	29"	28 1/2"	29"
29"	29"	29 1/2"	29"	29 1/2"
29 1/2"	29 1/2"	30"	29 1/2"	30"
30"	30"	30 1/2"	30"	30 1/2"
30 1/2"	30 1/2"	31"	30 1/2"	31"
31"	31"	31 1/2"	31"	31 1/2"
31 1/2"	31 1/2"	32"	31 1/2"	32"
32"	32"	32 1/2"	32"	32 1/2"
32 1/2"	32 1/2"	33"	32 1/2"	33"
33"	33"	33 1/2"	33"	33 1/2"
33 1/2"	33 1/2"	34"	33 1/2"	34"
34"	34"	34 1/2"	34"	34 1/2"
34 1/2"	34 1/2"	35"	34 1/2"	35"
35"	35"	35 1/2"	35"	35 1/2"
35 1/2"	35 1/2"	36"	35 1/2"	36"
36"	36"	36 1/2"	36"	36 1/2"
36 1/2"	36 1/2"	37"	36 1/2"	37"
37"	37"	37 1/2"	37"	37 1/2"
37 1/2"	37 1/2"	38"	37 1/2"	38"
38"	38"	38 1/2"	38"	38 1/2"
38 1/2"	38 1/2"	39"	38 1/2"	39"
39"	39"	39 1/2"	39"	39 1/2"
39 1/2"	39 1/2"	40"	39 1/2"	40"
40"	40"	40 1/2"	40"	40 1/2"
40 1/2"	40 1/2"	41"	40 1/2"	41"
41"	41"	41 1/2"	41"	41 1/2"
41 1/2"	41 1/2"	42"	41 1/2"	42"
42"	42"	42 1/2"	42"	42 1/2"
42 1/2"	42 1/2"	43"	42 1/2"	43"
43"	43"	43 1/2"	43"	43 1/2"
43 1/2"	43 1/2"	44"	43 1/2"	44"
44"	44"	44 1/2"	44"	44 1/2"
44 1/2"	44 1/2"	45"	44 1/2"	45"
45"	45"	45 1/2"	45"	45 1/2"
45 1/2"	45 1/2"	46"	45 1/2"	46"
46"	46"	46 1/2"	46"	46 1/2"
46 1/2"	46 1/2"	47"	46 1/2"	47"
47"	47"	47 1/2"	47"	47 1/2"
47 1/2"	47 1/2"	48"	47 1/2"	48"
48"	48"	48 1/2"	48"	48 1/2"
48 1/2"	48 1/2"	49"	48 1/2"	49"
49"	49"	49 1/2"	49"	49 1/2"
49 1/2"	49 1/2"	50"	49 1/2"	50"

EXISTING	ROLLER MAKE/MODEL	RATED INPUT BTU/H	RATED OUTPUT BTU/H	EFFICIENCY
EXISTING	SLANT/FIN GG-399HEC	399,000	387,000	81%
PROPOSED	VIESSMAN VITODENS 200-W	352,000	332,640	94.5%

PAGE SHEET DESCRIPTION

1	EN-0010	INDEX, LOT, DIAGRAM, NOTES, INSULATION DETAILS, & FIRE STOP DETAILS
2	EN-0020	EQUIPMENT DETAILS
3	EN-0030	EQUIPMENT DETAILS
4	IM-0010	DEMOLITION PLAN
5	IM-0010	NEW EQUIPMENT PLAN
6	IM-0020	NEW EQUIPMENT PLAN
7	P-0010	PLUMBING DETAILS

PROJECT LOCATION:
YORKTOWN HIGHWAY GARAGE
1081 UNDERHILL AVE
YORKTOWN HEIGHTS, NY 10598

OWNER:
TOWN OF YORKTOWN
1081 UNDERHILL AVE
YORKTOWN HEIGHTS, NY 10598

REVISIONS:
1. REVISION 01: CHANGING LOW PRESSURE WATER HEATER TO HIGH PRESSURE WATER HEATER. ADDITIONAL VENTILATION EQUIPMENT FOR CHANGE IN PRESSURE. SEE CHANGE IN PLANS OF CONCEPT, SEE DRAWING EN-0010.

DATE: 11-09-2021
PROJECT REVISION: R2
DRAWN BY: PK
CHECKED BY: PR

EN-001.00

NOTES:

SHEET 1 OF 7

APPROVAL STAMPS:

VARIOUS: IS IS A VIOLATION OF STATE EDUCATION LAW FOR ANY REASON. UNLESS HE IS ACTING UNDER THE SUPERVISION OF LICENSED PROFESSIONAL ENGINEER, TO ALLOW ANY OTHER TO SIGN ANY OF THESE PLANS.



Viessmann 300 W Control System


- Control system with 48V AC
- Control system with 24V AC
- Control system with 12V AC
- Control system with 6V AC
- Control system with 3V AC

Technical Data

Model	Max. Power	Max. Current	Max. Voltage
V300-48	4800 W	100 A	48 V AC
V300-24	2400 W	50 A	24 V AC
V300-12	1200 W	25 A	12 V AC
V300-6	600 W	12.5 A	6 V AC
V300-3	300 W	6.25 A	3 V AC

Viessmann

Technical Data




Technical Data

Model	Max. Power	Max. Current	Max. Voltage
V300-48	4800 W	100 A	48 V AC
V300-24	2400 W	50 A	24 V AC
V300-12	1200 W	25 A	12 V AC
V300-6	600 W	12.5 A	6 V AC
V300-3	300 W	6.25 A	3 V AC

Viessmann

Technical Data



Technical Data

Model	Max. Power	Max. Current	Max. Voltage
V300-48	4800 W	100 A	48 V AC
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V300-12	1200 W	25 A	12 V AC
V300-6	600 W	12.5 A	6 V AC
V300-3	300 W	6.25 A	3 V AC

Viessmann

VITOCELL 300

Technical Information

Model	Max. Power	Max. Current	Max. Voltage
V300-48	4800 W	100 A	48 V AC
V300-24	2400 W	50 A	24 V AC
V300-12	1200 W	25 A	12 V AC
V300-6	600 W	12.5 A	6 V AC
V300-3	300 W	6.25 A	3 V AC

Grundfos

Submittal Data

UNIT NO: HWP-11.2

TYPE OF SERVICE: S. Local

DATE: 11/15/21

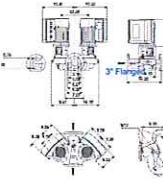
APPROVED BY: S. Local

DATE: 11/15/21

ORDER NO.

TPE3 D 80-150 S-A-G-A-BOOE-HDB

3" Flange



Conditions of Service

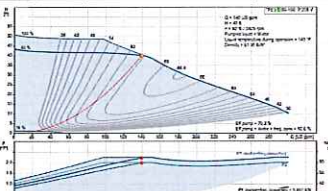
Flow	140 GPM
Head	40 FT
Efficiency	70%
Temperature	140°F
SPRIT required	0.368
Leak-off	0.368

Pump Data

Water pressure at inlet temperature	212 psi @ 212°F
Upset temperature range	113 - 212°F
Maximum ambient temperature	104°F
Brake	BOOE
Product number	89629724

Motor Data

Rated voltage	200-240 V
Motor frequency	50/60 Hz
Enclosure class	IP55
Flow start class	IEC
Motor protection	DEC
Motor size	BOE
IEC class	IEC 11



Grundfos

Submittal Data

UNIT NO: HWP-11.2

TYPE OF SERVICE: S. Local

DATE: 11/15/21

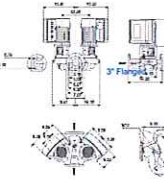
APPROVED BY: S. Local

DATE: 11/15/21

ORDER NO.

TPE3 D 80-150 S-A-G-A-BOOE-HDB

3" Flange



Conditions of Service

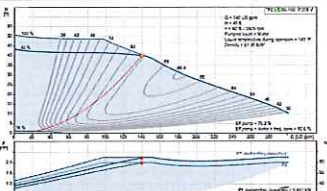
Flow	140 GPM
Head	40 FT
Efficiency	70%
Temperature	140°F
SPRIT required	0.368
Leak-off	0.368

Pump Data

Water pressure at inlet temperature	212 psi @ 212°F
Upset temperature range	113 - 212°F
Maximum ambient temperature	104°F
Brake	BOOE
Product number	89629724

Motor Data

Rated voltage	200-240 V
Motor frequency	50/60 Hz
Enclosure class	IP55
Flow start class	IEC
Motor protection	DEC
Motor size	BOE
IEC class	IEC 11



REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT DATA

PROJECT: HIGHWAY GARAGE

ADDRESS: 281 UNDERHILL AVE

CITY: YORKTOWN HEIGHTS, NY 10598

OWNER: TOWN OF YORKTOWN

ADDRESS: 863 UNDERHILL AVE

CITY: YORKTOWN HEIGHTS, NY 10598

DESIGNER: REYNOLDS DESIGN, P.C.

ADDRESS: 85 VICKERS, NY 10598

PHONE: 914-222-9397

DATE: 11-09-2021

PROJECT NO: RD P302

DESIGNER: P.E.

CHECKED BY: P.E.

EN-002.00

NOTES:

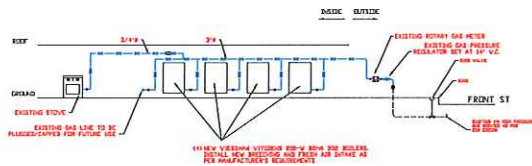
SHEET 2 OF 7

APPROVAL STAMPS

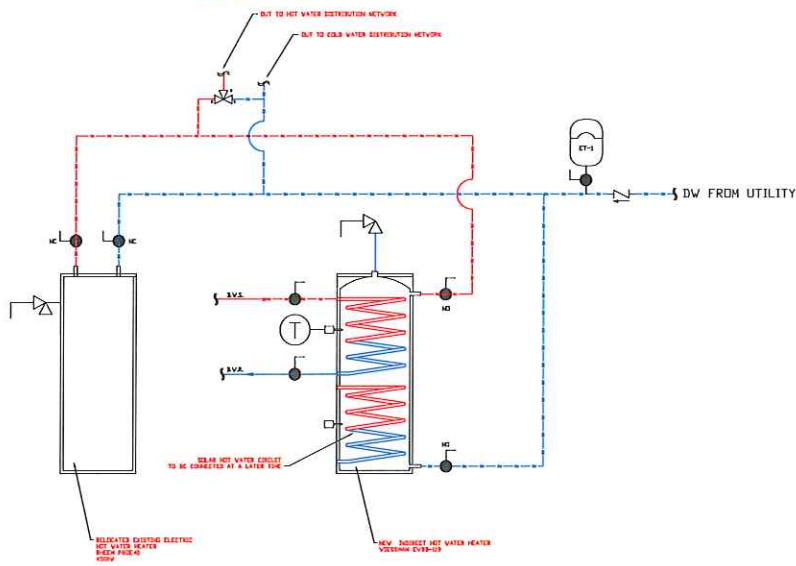
WARNING - IT IS A VIOLATION OF STATE LAWS TO DRIVE ANY VEHICLE ON A PUBLIC ROADWAY WITHOUT A VALID LICENSE AND INSURANCE. IF YOU ARE STOPPED BY POLICE, YOU MUST BE ABLE TO PRODUCE YOUR LICENSE AND INSURANCE. IF YOU CANNOT PRODUCE YOUR LICENSE AND INSURANCE, YOU MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES. IF YOU ARE STOPPED BY POLICE, YOU MUST BE ABLE TO PRODUCE YOUR LICENSE AND INSURANCE. IF YOU CANNOT PRODUCE YOUR LICENSE AND INSURANCE, YOU MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

LEGEND

- ⊕ SPONG DECK
- ⊕ 1/4 TURN BALL VALVE
- ⊕ TEMPERATURE GAGE
- ⊕ PRESSURE GAGE
- ⊕ EXPANSION TANK
- ⊕ 3 WAY TAPPING VALVE
- ⊕ RELIEF VALVE
- COLD WATER
- HOT WATER
- GAS PIPING
- ⊕ - NORMALLY OPENED
- ⊕ - NORMALLY CLOSED



GAS RISER DIAGRAM



DOMESTIC WATER PIPING SCHEMATIC

WARNING - IT IS A VIOLATION OF STATE EDUCATION LAW FOR ANY DESIGN, SALES OR TO ACTIVE UNDER THE SIGNATURE OF A LICENSED PROFESSIONAL ENGINEER, OR ALTER ANY DRAWING IN ANY WAY ON THIS PLANS.

PROJECT LOCATION YORKTOWN HIGHWAY GARAGE 281 UNDERHILL AVE YORKTOWN HEIGHTS, NY 10598	
DESIGNER JOHN J. SHERIDAN YORKTOWN HEIGHTS, NY 10598	
REVISIONS REVISION NO. DATE BY 1 01/15/2010 JJS 2 01/15/2010 JJS 3 01/15/2010 JJS 4 01/15/2010 JJS 5 01/15/2010 JJS 6 01/15/2010 JJS 7 01/15/2010 JJS 8 01/15/2010 JJS 9 01/15/2010 JJS 10 01/15/2010 JJS 11 01/15/2010 JJS 12 01/15/2010 JJS 13 01/15/2010 JJS 14 01/15/2010 JJS 15 01/15/2010 JJS 16 01/15/2010 JJS 17 01/15/2010 JJS 18 01/15/2010 JJS 19 01/15/2010 JJS 20 01/15/2010 JJS 21 01/15/2010 JJS 22 01/15/2010 JJS 23 01/15/2010 JJS 24 01/15/2010 JJS 25 01/15/2010 JJS 26 01/15/2010 JJS 27 01/15/2010 JJS 28 01/15/2010 JJS 29 01/15/2010 JJS 30 01/15/2010 JJS 31 01/15/2010 JJS 32 01/15/2010 JJS 33 01/15/2010 JJS 34 01/15/2010 JJS 35 01/15/2010 JJS 36 01/15/2010 JJS 37 01/15/2010 JJS 38 01/15/2010 JJS 39 01/15/2010 JJS 40 01/15/2010 JJS 41 01/15/2010 JJS 42 01/15/2010 JJS 43 01/15/2010 JJS 44 01/15/2010 JJS 45 01/15/2010 JJS 46 01/15/2010 JJS 47 01/15/2010 JJS 48 01/15/2010 JJS 49 01/15/2010 JJS 50 01/15/2010 JJS 51 01/15/2010 JJS 52 01/15/2010 JJS 53 01/15/2010 JJS 54 01/15/2010 JJS 55 01/15/2010 JJS 56 01/15/2010 JJS 57 01/15/2010 JJS 58 01/15/2010 JJS 59 01/15/2010 JJS 60 01/15/2010 JJS 61 01/15/2010 JJS 62 01/15/2010 JJS 63 01/15/2010 JJS 64 01/15/2010 JJS 65 01/15/2010 JJS 66 01/15/2010 JJS 67 01/15/2010 JJS 68 01/15/2010 JJS 69 01/15/2010 JJS 70 01/15/2010 JJS 71 01/15/2010 JJS 72 01/15/2010 JJS 73 01/15/2010 JJS 74 01/15/2010 JJS 75 01/15/2010 JJS 76 01/15/2010 JJS 77 01/15/2010 JJS 78 01/15/2010 JJS 79 01/15/2010 JJS 80 01/15/2010 JJS 81 01/15/2010 JJS 82 01/15/2010 JJS 83 01/15/2010 JJS 84 01/15/2010 JJS 85 01/15/2010 JJS 86 01/15/2010 JJS 87 01/15/2010 JJS 88 01/15/2010 JJS 89 01/15/2010 JJS 90 01/15/2010 JJS 91 01/15/2010 JJS 92 01/15/2010 JJS 93 01/15/2010 JJS 94 01/15/2010 JJS 95 01/15/2010 JJS 96 01/15/2010 JJS 97 01/15/2010 JJS 98 01/15/2010 JJS 99 01/15/2010 JJS 100 01/15/2010 JJS	
DATE :	01-09-2010
PROJECT REF #	2010
DESIGNED BY	JJS
CHECKED BY	JJS
P	- 001, 0 0
PIPING DETAILS	
SHEET 7 OF 7	
APPROVAL STAMP	

PART THREE
GENERAL SPECIFICATIONS

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Bidder: _____
(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

State of New York)
Town of _____)ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)