



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 02/20/18

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Pueblo Mechanical and Controls LLC (Headquarters: Tucson, AZ)

***Project Title/Description:**

Cooling Tower Replacement at Pima County Juvenile Court Facility

***Purpose:**

Award: Purchase Order No. PO-PO-18-067. This contract is for a one-time award in the not-to-exceed amount of \$430,403.81 (including sales tax). Administering Department: Facilities Management.

This project consists of replacing two cooling towers at the Juvenile Central Plant that provide an essential part in cooling of the Juvenile Court and Detention Center located 2225 E. Ajo Way. Juvenile Court Center is a 24/7 facility that houses County and State employees, the public, and juveniles. The existing cooling towers date back to the 1998 expansion project and are past their service life of 18 to 20 years. This project was originally planned to start in late 2017 or early 2018.

We are submitting this award to be included in the February 20, 2018, BOS Addendum for approval to allow the project to start as soon as possible in order to meet our goal to have this project completed by end of May 2018. This will provide for the new system to be in place before the peak of summer to avoid any possible interruptions in cooling.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 278387 was conducted. Three (3) responses were received. Award is to the lowest, responsive and responsible bidder.

PRCUID: 278387

Attachments: Notice of Recommendation for Award and Purchase Order.

***Program Goals/Predicted Outcomes:**

To provide an efficient and modern Heating, Ventilation, and Air Conditioning (HVAC) system for the Juvenile Court and Detention Facility which operate 24 hours a day, 7 days a week.

***Public Benefit:**

The Public and employees will obtain an efficient and modern cooling system.

***Metrics Available to Measure Performance:**

AMS usage reports.

***Retroactive:**

No

Procure Dept 02/13/18 PM0305

Contract / Award Information

Document Type: PO Department Code: PO Contract Number (i.e.,15-123): 18-067

Effective Date: 2/20/18 Termination Date: 6/30/18 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 430,403.81 Revenue Amount: \$ _____

*Funding Source(s) required: Non-Bond Capital Projects transferred from Facilities Renewal Fund

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

_____ Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Nancy Page, Contracts/Commodity Officer *WP* *AP*

Department: Procurement *Mg* *2/12/18* Telephone: 724-3563

Department Director Signature/Date: *[Signature]* 2-13-2018

Deputy County Administrator Signature/Date: *[Signature]* 2-13-18

County Administrator Signature/Date: *[Signature]* 2/13/18
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: February 8, 2018

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation #278387 for Cooling Tower Replacement at Pima County Juvenile Court Facility that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after February 20, 2018.

Award is recommended to the lowest, responsive and responsible bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Pueblo Mechanical & Controls, LLC	\$404,430.68	\$430,403.81 (including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Sun Mechanical Contracting, Inc.	\$418,132.00
United Technologies, Inc.	\$436,697.00

Issued by: Nancy Page, Procurement Officer

Telephone Number: 520-724-3563

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

AW



**PURCHASE ORDER
PIMA COUNTY, ARIZONA**

PLEASE REFERENCE THIS PO NUMBER ON ALL INVOICES

PO No:1800000000000000067

PO Version:1

Page: 1 of 2

S	PIMA COUNTY FACILITIES MANAGEMENT - ADMIN WEST 3RD FL
H	
I	150 W CONGRESS ST 3RD FL
P	TUCSON AZ 85701
T	Requested By: ANTHONY CISNEROS
O	Dept: PO Phone: 5207403037

B	PIMA COUNTY FINANCE & RISK MANAGEMENT - ACCOUNTS PAYABLE
I	
L	PO BOX 791
L	TUCSON AZ 85701
T	
O	

V	PUEBLO MECHANICAL & CONTROLS INC 6771 E OUTLOOK DR TUCSON AZ 85756	Contact:	John Neuser
E		Phone:	520-545-1044
N		Email:	john@pueblo-mechanical.com
D		Terms:	0.00 %
O		Days:	30
R			

Issued By:	NANCY PAGE	Total:	\$430,403.81
Issued Phone:	5207243563	FOB:	FOB Dest, Freight Prepaid
Issued Email:	nancy.page@pima.gov	Shipping:	Vendor Method
Issued Date:	02-12-2018	Delivery:	Standard Ground
PO Description Cooling Tower Replacement at PC Juvenile Court Facility			
Modification Reason This contract is for a one-time award in the not-to-exceed amount of \$430,403.81 (including sales tax). Attachment: Offer Agreement			

This Purchase Order incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PURCHASE ORDER DETAILS

PO No:1800000000000000067

PO Version:1

Page: 2 of 2

Line	Description		Line Subtotal			Delivery Date
1	Removing two (2) Existing Towers (labor)		\$14,400.00			05-31-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN
	2.00000	EA	\$7,200.00			
2	Installing two (2) New Towers (labor)		\$88,032.88			05-31-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN
	2.00000	EA	\$44,016.44			
3	Two (2) New Cooling Towers (product)		\$257,560.00			05-31-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN
	2.00000	EA	\$128,780.00			
4	Variable Frequency Drives (product)		\$11,375.80			05-31-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN
	4.00000	EA	\$2,843.95			
5	Removal / Disposal of old, unused equipment / parts		\$33,062.00			05-31-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN
	1.00000	LOT	\$33,062.00			
6	Warranty: 18 mo. each tower, 5 years on rotating equipment		\$0.00			05-31-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN
	1.00000	EA	\$0.00			
7	Sales Tax		\$25,973.13			05-31-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN
	1.00000	EA	\$25,973.13			

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Purchase Order ("PO") to provide Pima County ("County") with Cooling Tower Replacement at Pima County Juvenile Court Facility. The two (2) existing Cooling Towers will be replaced by New Baltimore AirCoil Company equipment (**No Substitute**), per the specifications and requirements listed herein. "**No Substitute**" signifies that the items being submitted to Pima County must be identical to the listed item by make and manufacturer.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

This solicitation is restricted for use by the Pima County Facilities Management Department.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda*, *Instructions to Offerors*, *Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The Purchase Order will document the term of the contract. County will make proposed extension or revisions to the contract through the issuance of a revised Purchase Order document setting forth the requested changes.

Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS: The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

Certify Minimum Qualifications by checking the correct response box (yes or no) and providing applicable information or documentation. A "No" answer will cause your offer to be rejected as Non-Responsive.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response.
3.1	Contractor shall have a minimum of three (3) years experience dismantling/ installing cooling towers prior to the opening of this solicitation. Contractor must submit with bid response the following items as proof of this requirement, references from at least one (1) completed project and the project award/ completion documents, etc.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.2	Contractor attended the mandatory site visit.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.3	Contractor agrees to maintain the Contractor's license listed below which is issued by State of Arizona, for specializing in the service and repair of cooling towers throughout the term of this agreement. Contractor must submit with bid response a copy of the current license document that is listed in the chart on the next page.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Contractor will research the designated Issuing Agency requirements to perform the requested work, will list **currently active** license number(s), Description & Class for the required licenses, and will agree to maintain said license(s) for the term of the contract if awarded by County and to notify County within ten (10) workdays of any change in license status.

REVISED

License Number(s)	Issuing Agency Name & Internet Address(URL)	License Numbers (TO BE FILLED IN BY CONTRACTOR)	License(s) Issue Date(s) and Expiration Date(s) (TO BE FILLED IN BY CONTRACTOR)
C-39	State of Arizona Contractor's License	CR-39 176640 CR-7 260462 B-01 173953	7/1/02 Exp 7/31/18 12/1/09 Exp 12/31/19 3/28/02 Exp 3/31/18

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

- a. The two (2) New Cooling Towers must be Baltimore AirCoil Company equipment (**No Substitute**), per the specifications and requirements listed herein. "**No Substitute**" signifies that the items being submitted to Pima County must be identical to the listed item by make and manufacturer.
- b. Please refer to Attachment A, Cooling Tower Replacement Specifications, for additional product and service specifications.
- c. Contractor shall clean the total work area to the Pima County site Supervisors satisfaction when the total job is completed.
- d. Contractor shall have Pima County Supervisor sign off on inspection of the cleanup.
- e. Contractor shall insure that minimum down time is achieved by immediately beginning installation of one tower to make it operational as soon as possible as this is a 24 hour facility which houses minors as well as staff.
- f. Overtime or additional manpower is the responsibility of Contractor at their discretion and cost.
- g. All supplies, materials and equipment need to be ordered as soon possible after contract award. Timeframe for delivery must be given to Pima County as soon as it is known. Contractor shall start working no later than five (5) business days after receipt of all materials needed to complete the project.
- h. This project needs to have at least one **new** fully operational tower working on or before 05/01/2018. The remaining project (tower) must be completed before 05/18/2018.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept an offer and execute this contract by issue of a PO (discrete requirement) to be effective on the document's date of issue without further action by either party. The Purchase Order will document the term of the contract. The PO will define the delivery dates for the items and/or services.

Contractor must not supply materials or services that are not specified on the PO. County accepts no responsibility for control of or payment for materials or services not documented by a County PO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued order (PO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT:

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO document.

All Invoice documents will reference the County's PO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

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Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated PO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within N/A Days as above.

The PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	QTY.	UOM	UNIT PRICE	EXTENDED AMOUNT
1	LABOR: Contractor shall remove two (2) existing Baltimore Air Cooling Towers, as specified herein. (Labor for removal, per tower, shall include all labor required per bid specifications)	2	Ea.	\$ 7,200.00	\$ 14,400.00
2	LABOR: Contractor shall install two (2) New factory assembled, Baltimore Air Coil Cooling Towers, as specified herein. (Labor for installation, per tower shall include all labor required per bid specifications)	2	Ea.	\$ 44,016.44	\$ 88,032.88
3	NEW COOLING TOWERS: Contractor shall provide and deliver two (2) New, factory assembled Baltimore Air Coil Cooling Towers (No Substitute), as specified herein, to be installed. (Installation cost for these Towers is included in Item #2 above)	2	Ea.	\$128,780.00	\$ 257,560.00
4	Variable Frequency Drives (VFD) and appropriate connections shall be provided and installed as specified herein. (Installation shall be included in Item #2 above)	4	Ea.	\$ 2843.95	\$ 11,375.80
5	Equipment/parts not reused in the new installation (including old towers), as specified herein, shall be removed from County property and recycled/disposed of in an appropriate manner. (Any Labor for the removal/disposal shall be included in Item #1 above).	1	Lot	\$ 33,062.00	\$ 33,062.00
6	Warranty for each Tower. 18 month warranty from date of shipment or 1 yr. from date of startup. 5 years warranty for rotating equipment.	Included			Included
FOB Destination/Unloaded; Cost of freight included in Unit Prices. Pima County will not pay any additional fees such as: disposal fees, special handling or transportation fees, fuel surcharges, delivery fees, etc., all costs must be included in the Unit Prices above. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID: \$ 404,430.68 MRRA TAX: \$ 25,973.13 Total \$ 430,403.81	

Please list the percent sales tax charged to Pima County, if applicable: 8.6 % (informational only).

Note: Tax applies to equip/supplies only

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
N/A			

8. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the PO document.

All supplies, materials and equipment need to be ordered as soon possible after contract award. Timeframe for delivery must be given to Pima County as soon as it is known. Contractor shall start working no later than five (5) business days after receipt of all materials needed to complete the project. This project needs to have at least one new fully operational tower working on or before 05/01/2018. The remaining project must be completed before 05/18/2018.

9. TAXES, FEES, EXPENSES:

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 278387 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability:

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability. Total coverage (primary and excess coverages): \$3,000,000 Per Occurrence with \$4,000,000 General Aggregate. See below for breakdown.

- General Aggregate (Primary Coverage) \$2,000,000
- Each Occurrence(Primary Coverage) \$1,000,000
- Riggers Liability or On Hook Coverage (Primary Coverage) \$1,000,000
- Excess Liability (Following form of Primary Insurance Coverage) \$2,000,000

a. The policies shall be endorsed to include the following additional insured language: "Pima County" shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor."

b. Policy shall contain a waiver of subrogation against Pima County for losses arising from work performed by or on behalf of the Contractor.

Builder's Risk Insurance: \$400,000.00. Amount is for an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.

a. Pima County and any others with an insurable interest in the work shall be endorsed (Blanket Endorsements are not acceptable) in favor of "Pima County, and its departments, officers, officials, agents, and employees" as Additional Insureds on the policy.

REVISED

- b. Coverage shall be written on an all-risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than Pima County, has an insurable interest in the property required to be covered.
- d. The Builder's Risk policy must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- e. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of "Pima County, its departments, its officers, officials, agents, and employees" for losses arising from work performed by the Contractor for Pima County.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation: Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

REVISED**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
#1	1/24/18				

13. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes No (Select one)

If 'Yes', have you included your certification document? Yes No (Select one) N/A

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

THIS SECTION INTENTIONALLY LEFT BLANK

14. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** Pueblo Mechanical & Controls LLC**BUSINESS ALSO KNOWN AS:** N/A**MAILING ADDRESS:** 6771 E. Outlook Dr.**CITY/STATE/ZIP:** Tucson, AZ 85756**REMIT TO ADDRESS:** Same as above**CITY/STATE/ZIP:** Same as above**CONTACT PERSON NAME/TITLE:** Angel Flores, Project Manager**PHONE:** 520-545-1044**FAX:** 888-473-4374**CONTACT PERSON EMAIL ADDRESS:** Angel@pueblo-mechanical.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** John@pueblo-mechanical.com**CORPORATE HEADQUARTERS ADDRESS:** 6771 E. Outlook Dr., Tucson, AZ 85756**WEBSITE:** www.pueblo-mechanical.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: **DATE:** 1/31/18Angel Flores, Project Manager**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND E-MAIL:** 520-545-1044 / Angel@pueblo-mechanical.com**Approved as to form:**
Tobin Rosen, Deputy County Attorney12/28/17
Date

ATTACHMENT A – COOLING TOWER REPLACEMENT SPECIFICATIONS**1.0 Cooling Towers****1.1 General:**

Furnish and install 2 factory-assembled, induced draft, crossflow cooling towers with vertical air discharge and single air intake conforming in all aspects to these specifications and field measurements of the existing conditions, including the existing supports, piping, plumbing, and electrical. Overall dimensions shall be field measured and the existing concrete stands are approximately 25 ft long and are approximately 11 ft – 8 in on center to support the existing BAC tower model 15366- 2 (serial numbers 97226881 and 97226891) at 34,300 lbs operating weight. The total connected fan horsepower shall not exceed 25 HP for each motor. If the fan motor size needs to increase to meet the existing or future capacity requirements, the existing circuits, fuses, wiring, and conduit shall be modified as required for the larger motors.

1.2 Thermal Capacity:

The cooling tower(s) shall be warranted by the manufacturer to meet the following current and both future performance:

	Current	Future-1	Future-2
Condenser Water Flow Rate (GPM)	1,800	2,100 *	1,800
Entering Water Temperature (F)	90	90	92 *
Leaving Water Temperature (F)	80 *	80	80
Ambient Air Temperature (Fwb)	74 *	74	74

Additionally, the thermal performance for the current and both future conditions shall be certified by the Cooling Technology Institute in accordance with CTI Certification Standard STD-201. Lacking such certification, a field acceptance test shall be conducted by the Cooling Technology Institute or other qualified independent third party testing agency within the warranty period in accordance with CTI Acceptance Test Code ATC-105. Manufacturer's performance guarantees or performance bonds without CTI Certification or independent field thermal performance test shall not be accepted. Performance data shall be submitted for the current and both future conditions.

1.3 Energy Efficiency Requirements:

The cooling towers shall comply with the energy efficiency requirement\$ of ASHRAE Standard 90.1-2013.

1.4 Quality Assurance:

The cooling tower manufacturer shall have a Management System certified by an accredited registrar as complying with the requirements of ISO- 9001:2000 to ensure consistent quality of products and services.

1.5 Warranty:

Unless otherwise noted, the manufacturer's standard equipment warranty shall be for a period of not less than one year from date of startup or eighteen months from date of shipment, whichever occurs first. In addition, the manufacturer shall warrant the rotating mechanical equipment, including fans, fan motors, fan shafts, bearings, sheaves and associated supports for not less than five (5) years from date of shipment.

1.6 Manufacturer:

The cooling tower shall be manufactured by Baltimore Air Coil and shall meet these specifications, the performance specified, and the existing conditions.

2.0 Construction Details**2.1 Corrosion Resistant Construction:**

Unless otherwise noted in this specification, all steel panels and structural members shall be constructed of heavy-gauge G-235 galvanized steel with all edges given a protective coating of zinc-rich compound.

ATTACHMENT A – COOLING TOWER REPLACEMENT SPECIFICATIONS**2.2 Cold Water Basin:**

The cold water basin shall be constructed of heavy-gauge Type 304 stainless steel panels and structural members. All factory seams shall be welded to ensure watertight construction and welded seams shall be warranted against leaks for a period of five (5) years from date of shipment. Type 301 or Series 300 Stainless steel basins with bolted seams are not acceptable. Basin shall include a depressed section with drain/clean-out connection. The basin area under the fill shall be sloped toward the depressed section to facilitate cleaning. Standard basin accessories shall include a corrosion resistant make-up valve with large diameter plastic float for easy adjustment of the operating water level.

2.3 Water Outlet:

(2) 12 inch water outlet connections shall be beveled for welding and grooved for mechanical coupling or a bolt-hole circle designed to accept an ASME Class 150 flat face flange. The outlet shall be provided with large area lift out stainless steel strainers with perforated openings sized smaller than the water nozzles and an anti-vortexing device to prevent air entrainment. The strainer and vortex device shall be constructed of the same materials as the cold water basin to prevent dissimilar metal corrosion.

2.4 Water Distribution System:

The distribution system shall be furnished with (2) 10 inch inlets. The hot water distribution basin shall be open and gravity fed for easy cleaning, and constructed of Type 304 stainless steel. The basins must be accessible from outside the unit and serviceable during tower operation. Basin weirs and plastic metering devices shall be provided to assure the even distribution of water over the fill. Weir dams shall accommodate a flow range of 50% to 100% of the design flow rate. Gravity flow nozzles shall be snap-in type for easy removal. Lift-off distribution covers shall be constructed of heavy-gauge Type 304 stainless steel and designed to withstand 60 psf live load. Should pressurized nozzles be used, they shall utilize grommets, which ensure easy removal. **All water treatment, upon start up and commissioning and thereafter, is the responsibility of Pima County.**

3.0 Mechanical Equipment**3.1 Fans:**

Fans shall be axial flow selected to provide optimum cooling tower thermal performance with minimal sound levels. Air shall discharge through a fan cylinder designed for streamlined air entry and minimum tip clearance for maximum fan efficiency. The top of the fan cylinder shall be equipped with a conical, non-sagging removable fan guard.

3.2 Bearings:

Fans and shafts shall be supported by heavy-duty, self-aligning, grease packed ball bearings with moisture proof seals and integral slinger collars, designed for a minimum L10 life of 150,000 hours (500,000 Hr. Avg. Life).

3.3 Fan Drive:

The fans shall be driven by a one-piece, multi-groove, solid back V-type powerband with taper lock sheaves designed for 150% of the motor nameplate horsepower. The powerband shall be constructed of neoprene reinforced polyester cord and be specifically designed for cooling tower service.

3.4 Sheaves:

Fan and motor sheaves shall be fabricated from corrosion-resistant materials to minimize maintenance and ensure maximum drive and powerband operating life.

3.5 Fan Motor:

Fan motors shall be totally enclosed air over (TEAO), reversible, squirrel cage, ball bearing type designed specifically for cooling tower service. The motor shall be furnished with special moisture protection on winding, shafts, and bearings and appropriately labeled for "cooling tower duty." Fan motors shall be inverter duty type designed per NEMA Standard MG1, Section IV Part 31. The motors shall be high efficiency inverter duty for use with field installed variable frequency drive.

ATTACHMENT A – COOLING TOWER REPLACEMENT SPECIFICATIONS**3.6 Mechanical Equipment Warranty:**

The fans, fan shafts, bearings, mechanical equipment support, and fan motor shall be warranted against defects in materials and workmanship for a period of five (5) years from date of shipment.

4.0 Fill and Drift Eliminators

The fill and integral drift eliminators shall be formed from self-extinguishing (per ASTM- 568) polyvinyl chloride (PVC) having a flame spread rating of 5 per ASTM E84 and shall be impervious to rot, decay, fungus and biological attack. The fill shall be suitable for entering water temperatures up to and including 130°F. The fill shall be manufactured, tested and rated by the cooling tower manufacturer and shall be elevated above the cold water basin to facilitate cleaning.

5.0 Combined Inlet Shields

The combined inlet shields shall be UV resistant PVC, installed on the air inlet face to minimize air resistance, prevent water splash out, and minimize sunlight exposure to reduce the potential for algae growth in the cold water basin.

6.0 Access

Hinged access doors shall be provided on either side of the tower for access into plenum section.

7.0 Accessories**7.1 Extended Lube Lines:**

Lubrication lines shall be factory installed from fan bearings to accessible location that can be reached without a ladder. **Platform is acceptable.**

7.2 Vibration Cutout Switch:

Provide mechanical local reset vibration switch. The mechanical vibration cut out switch will be guaranteed to trip at a point so as not to cause damage to the cooling tower. To ensure this, the trip point will be a frequency range of 0 to 3,600 RPM and a trip point of 0.2 to 2.0 g's.

7.3 Louver Face Platform:

Easy access to the hot water basins for inspection and maintenance of the basins, even during tower operation, shall be provided by louver face platforms with an OSHA ladder extended to grade (field verify dimensions to grade). Fan deck ladders and handrails, which add to the overall height of the tower, are not acceptable.

7.4 Internal Ladder:

An internal aluminum ladder shall be provided in the plenum section to provide for inspection and maintenance. All working surfaces shall be able to withstand 60 psf live load. Other components of the cooling tower, i.e. basin floor and fill/drift eliminators, shall not be considered an internal working surface. Cooling tower manufacturers that require that these surfaces be used as a working platform shall provide a 5-year extended warranty to the Owner to repair any damage to these surfaces caused by routine maintenance.

8.0 Equipment Controls**8.1 Variable Frequency Drives:**

One (1) variable frequency drive (VFD) shall be provided for each fan motor (total of 4). The VFD shall be ABB Model ACH-550. The VFD shall have a 3-contactor bypass, 3% input line reactor, a removable keypad, an RS232 terminal for PC connection, a BACnet communication port, and a circuit breaker disconnect. Fuse protection will not be accepted. The VFDs shall be mounted in the same location as the existing and re-connected to the existing control network and control points. The contractor shall verify and commission all the existing VFD controls.

9.0 Installation

ATTACHMENT A – COOLING TOWER REPLACEMENT SPECIFICATIONS**9.1 Demolition:**

Remove the existing cooling towers and VFDs. The contractor can utilize the existing piping, controls, and wiring & conduit for the installation of the new cooling towers. Contractor shall remove the existing cooling towers VFD's, and all material that is not to be reused and dispose of offsite. **Roll-Off containers may be utilized upon approval of location site by Pima County Facilities Management Department.**

9.2 Installation:

The new cooling towers shall be mounted and anchored on the existing concrete platforms. New steel beams shall be provided as required to support the new cooling towers on the existing platforms. The steel beams shall be sized per the manufacturer and shop drawing submittals shall be provided. The access ladders shall be installed to fully extend to grade and be anchored to the existing concrete floor.

9.3 Piping:

Provide piping connections similar to existing. Install the 12" equalizer line with the shut-off valves and 2-position NC control valve between the 2 towers similar to existing conditions. All condenser water piping shall be Schedule 40 steel pipe with welded joints. All water piping shall be Type L hard drawn copper pipe with no lead soldered joints. All drain piping shall be Type M hard drawn copper pipe with soldered joints. Provide flange or union connections to the cooling tower. Provide shut-off valves at all piping connections. **Contractor shall provide new replacement 10" and 12" lug style butterfly valves at all existing locations on the towers and replace two (2) 10" and two (2) 12" twin sphere rubber expansion joints with new expansion joints.**

9.4 Painting:

All new piping and structural steel shall be painted with a minimum of 2 coats of enamel UV resistive paint. Paint color to match existing. If there is no existing color, use white.

9.5 Electrical:

Provide new VFD and disconnect installation and all wiring and conduit as required to connect to the new cooling tower fan motors.

9.6 Controls:

Provide new point mapping for the new VFDs on the existing County control system. This includes full communication with the new VFDs. Demonstrate the new points and communication to the owner's representative.

9.7 Current Cooling Tower Drawings:

See drawings below for Mechanical/Piping Equipment drawings (2 pages)

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Chapter 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. County will base pricing evaluations on Contractor's pre-tax pricing.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION, APPLICABLE LAW and VENUE:

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

To mitigate or prevent damages caused by delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

County will not hold Contractor responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by County, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Pueblo Mech.



PIMA COUNTY PROCUREMENT DEPARTMENT
130 W. CONGRESS ST., 3RD FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Mary Jo Furphy
Procurement Director

January 24, 2018

ADDENDUM NO. 1

SOLICITATION NO. 278387 – COOLING TOWER REPLACEMENT AT PIMA COUNTY JUVENILE COURT FACILITY

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Addendum.

SOLICITATION DUE DATE:

Please note the Solicitation due date has changed.

FROM: JANUARY 26, 2018 AT OR BEFORE 11:00 A.M.

TO: JANUARY 31, 2018 AT OR BEFORE 11:00 A.M.

CHANGES AND/OR ADDITIONS:

1. Please replace the original Offer Agreement, Pages 1-18, with the **REVISED** Offer Agreement, Pages 1-21. All modifications are in **bold** type.

2. Deviation requests for cooling tower manufacturers other than Baltimore AirCoil Company (BAC) have been denied/rejected – only Baltimore AirCoil Company equipment will be allowed, as they are a direct replacement, which will require minimal modification to install. The other brands will require additional modifications to the existing system, which correlates to additional costs to labor and materials and additional time to install new units. This project is time sensitive.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all addenda may be cause for rejection.

Acknowledged:  Date: 1/30/2018

This Addendum is a total of 21 pages.

If any questions, please contact me via e-mail at nancy.page@pima.gov

Nancy Page, Procurement Officer

Pueblo



**BALTIMORE
AIRCOIL COMPANY**

Submittal Data Form

1-30-2018

Sold To :

Project: Juvenile Courts
Purchase Order No:
Engineer:
BAC Order # Q18048452708
Representative:

All Information is per Unit

Quantity: 2 Model S15E-1212-12LC-2 COOLING TOWER

Certified Capacity: 1800.00 USGPM of water from 90.00°F to 80.00°F at 74.23°F entering air wet bulb.

Fan Motor(s): Two (2) 25 HP fan motor(s): Totally Enclosed, Air Over (TEAO),
1 Speed/1 Winding - Premium Efficiency (Inverter Duty), suitable for 460 volt, 3 phase,
60 hertz electrical service and Space Heater.
Drives are based on 0 inches ESP.

NOTE: Inverter Duty fan motors, furnished in accordance with NEMA Standard Mg.1 -- Part 31, are required for applications using variable frequency drives for fan motor control.

Submittal Information	Equipment Summary
<p>BAC Terms and Conditions of Sale Mechanical Specifications Submittal Drawings/Diagrams</p> <p>UP-Q18048452708 SS-Q18048452708 CG-Q18048452708 BC-Q18048452708 VL-Q18048452708 VW-Q18048452708 EA-Q18048452708 IA-Q18048452708</p>	<p>Induced Draft, Crossflow Cooling Tower Quality Assurance - ISO 9001 Certified Unit Energy Efficiency per ASHRAE Standard 90.1-2016 CTI Certified Thermal Performance Steel Panels and Structural Members are Constructed of Galvanized Steel with Stainless Steel Hot and Welded Cold Water Basin Standard Fan Driven by BALTDRIVE® Power Train Galvanized Steel Fan Guard PVC Fill & Drift Eliminators Structure Designed in accordance with the 2012 IBC Top Inlet Connections End Outlet Pump Suction Connection Positive Closure Plate Mechanical Float Valves for Independent Cell Operation PVC Basin Sweeper Piping System Mechanical Vibration Cutout Switch Extended Bearing Lubrication Lines External Platform and Ladder with Safety Cage and Safety Gate 4' Ladder and Cage (if provided) Extension(s) for each Ladder Internal Walkway and Ladder with Galvanized Supports</p>

THANK YOU FOR YOUR BUSINESS!

Rigging and Installation Instructions, as well as Operating and Maintenance Instructions are available at www.baltimoreaircoil.com



**BALTIMORE
AIRCOIL COMPANY**

Terms and Conditions of Sale

Pricing: Prices set forth in Seller's quotation shall remain firm for thirty (30) days. Within such period, the quotation shall convert into an order provided that all of the following have occurred: (1) Buyer submits either a purchase order or a copy of Seller's quotation displaying an authorized signature of Buyer within that thirty (30)-day period; (2) Buyer provides a release for fabrication; and (3) Buyer requests a shipment date that is no later than twelve (12) weeks from the date of Buyer's submission of a purchase order or signed quotation. In the event Buyer's requested shipment date is later than twelve (12) weeks beyond such submission date, Seller's price in effect twelve (12) weeks prior to such shipment date shall apply. In the event that Buyer requests for its convenience that Seller delay delivery of products subject to an order beyond the scheduled shipment date, pricing shall be subject to the same adjustment.

Payments: Terms of payment shall be net cash in thirty (30) days from date of invoice, subject to Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge (not exceeding the lawful maximum) on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount.

Taxes: Unless listed on the front (reverse) side of this document, prices do not include any federal, state or local sales, use or value-added taxes payable in connection with this order. All such taxes shall be paid by Buyer. Buyer shall indemnify Seller from and against such taxes, plus interest and penalties thereon, including, but not limited to, tax, interest and penalties resulting from a failure to collect such taxes because of Seller's reliance upon an invalid exemption certificate provided to Seller.

Allocation of Risk: Deliveries shall be considered made when the products subject to this order are loaded on the carrier. At such time, title to the goods and all risk of loss, damage or shortage shall pass to Buyer, and any claims based thereon must be filed by Buyer with the carrier.

Force Majeure: Seller shall under no circumstances be liable for any loss or damage resulting from delay or failure in the performance of its obligations under this contract to the extent that such performance is delayed or prevented by: fires, floods, war, terrorist activities, riots, strikes, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, material, supplies or power at current prices, or on account of shortages thereof; acts of God or of the public enemy; any existing or future laws or acts of the federal, state or local government (including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of Seller's business with which Seller in its judgment and discretion deems it advisable to comply as a legal or patriotic duty, or to any case beyond the Seller's reasonable control.

Warranties: Seller warrants that the equipment sold under this contract shall be free from defects in material and workmanship for a period of twelve (12) months from the date of equipment startup or eighteen (18) months from the date of shipment, whichever occurs first. The following original equipment components only are warranted against defects in materials and workmanship for a period of five (5) years from date of shipment: fans, fan shafts, fan motors, bearings, sheaves, gearboxes, driveshafts, couplings, and mechanical equipment support. Details of option-specific warranties follow:

Original Equipment Fan Motors are warranted against defects in materials and workmanship for a period of seven (7) years from date of shipment when space heaters are field-wired at time of initial installation per the motor nameplate.

Replacement Parts provided by Seller under its original equipment warranty obligations are warranted against defects in materials and workmanship for a period of twelve (12) months from date of shipment or until expiration of their original warranty, whichever occurs first. Parts purchased after expiration of the original equipment warranty are warranted against defects in materials and workmanship for a period of twelve (12) months from date of shipment.

Written notice of any defect shall be given to Seller immediately upon discovery by Buyer, and shall fully describe the claimed defect. Defective parts shall be repaired or replaced F.O.B. point of shipment, provided that inspection by Seller verifies the claimed defect(s). This shall be Buyer's exclusive remedy. **This warranty does not cover the costs of removing, shipping or reinstalling the equipment. Repairs made without the prior written approval of Seller shall void all warranties covering material and workmanship.** Any descriptions of the product(s) in the contract are for the sole purpose of identification and do not constitute a warranty. In the interest of product improvement, Seller reserves the right to change specifications and product design without incurring any liability therefore. The foregoing express warranties or those set forth elsewhere on this document are the only warranties of Seller applicable to the product(s) sold under this contract. **All other warranties, whether verbal or written, and all warranties implied by law, including any warranties of merchantability or fitness for a particular purpose, are hereby excluded. Failure on the part of Buyer or of other parties to properly maintain the product(s) sold under this contract, or the operation of such product(s), by Buyer and/or other parties under conditions more severe than those for which such product(s) were designed, shall void all warranties covering materials and workmanship. Seller's warranties do not apply to defects in product(s) for which payment in full has not been received by Seller, and said warranties do not cover normal wear and tear or the erosion, corrosion and/or deterioration of the product(s) from unusual causes. No warranties by Seller shall apply to accessories manufactured by others, inasmuch as they are warranted separately by their respective manufacturers, except as stated above.** Buyer assumes liability for and shall bear the costs of compliance with all laws, regulations, codes standards or ordinances applicable to the location, operation and maintenance of the product(s) sold under this contract, including those requirements pertaining to the distances between such product(s) and air-conditioning system duct intakes. No representative or agent of Seller is authorized to enlarge upon the express warranties of Seller.

Cancellation/Changes>Returns: Cancellation of or changes in any order by Buyer shall not be effective without Buyer's notice thereof received, agreed

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to, and confirmed in writing by Seller. If Seller, in its absolute discretion, approves Buyer's cancellation of an order, Buyer agrees to pay a reasonable cancellation charge. Seller's prior written consent must be obtained before Buyer returns any products, and when so returned will be subject to a handling charge and transportation costs payable by Buyer.

Liability/Indemnification: Seller shall not be liable for any damages caused by delay in delivery of the products. Buyer shall hold harmless and indemnify Seller from and against all liability, claims, losses, damages, and expenses (including attorneys' fees) for personal injury and property damage arising out of Buyer's improper unloading, handling, or use of the products subject to this order, and for Buyer's infringement of another's property rights. The Seller's maximum liability from any causes whatsoever, whether in breach of contract, tort (including negligence), strict liability, or otherwise, shall not exceed the contract price. Neither Buyer nor Seller shall in any event be liable to the other, whether such liability arises out of breach of contract, tort (including negligence), strict liability or any other cause or form of action, for any consequential, special, indirect or incidental damages, including but not limited to loss of actual or anticipated profits or loss of use arising out of this contract, other than such damages resulting from the willful misconduct of Buyer or Seller.

Storage: In the event that Buyer is unable to accept delivery of goods and the Seller is required to hold goods beyond two (2) working days from fabrication completion, a storage fee equal to the greater of \$200/day or 0.20% of the total order value/day will be assessed by Seller for every day beyond two (2) working days from fabrication date which it is required to store goods on behalf of Buyer. Storage will be assessed monthly and will need to be paid in full prior to a new shipment date being scheduled.

Government Contracts: If Buyer's purchase order is for products to be used in the performance of a U.S. Government contract, those clauses of applicable procurement regulations mandatorily required by federal law to be included in U.S. Government subcontracts shall be incorporated herein by reference.

Export Transactions: Buyer shall comply with all applicable export laws and regulations of the U.S. Government, and shall hold harmless and indemnify Seller from and against all liability, damages, and expenses (including attorneys' fees) incurred by Seller as a result of Buyer's violation of any U.S. Government export and/or international antiboycott laws or regulations. Buyer certifies that it will be the recipient of the products to be delivered by seller. Buyer acknowledges that products are subject to export/import control laws of various countries, including the Export Administration Regulations of the United States. Products sold by seller cannot be transferred, sold or re-exported to any party on the Entity List or Restricted Persons list of the US Department of Commerce Bureau of Industry and Security, any party designated by the US Treasury Department Office of Foreign Asset Control and any party debarred or sanctioned for proliferation or terrorism reasons by the US State Department.

Agreement of Sale: Buyer's order is accepted on the terms and conditions stated herein and Seller's acceptance of Buyer's order is expressly made conditional upon Buyer's assent to such terms and conditions, including any of Seller's terms and conditions which may be additional to or different from those contained in Buyer's purchase order or otherwise. Such assent shall be deemed to have been given unless written notice of objection to any such terms and conditions (including inconsistencies between Buyer's purchase order and this acceptance) is given by Buyer to Seller promptly upon receipt of this acknowledgment. Any agreement or understanding, oral or written, which modifies or waives the terms and conditions herein (whether contained in Buyer's purchase order or other documentation) shall be deemed material and shall be rejected unless hereafter agreed to in writing and signed by Seller's authorized officer. Waiver by Seller of any breach or default hereunder shall not be deemed a waiver by Seller of any other or subsequent breach or default which may thereafter occur. Neither the rights nor the obligations of either Buyer or Seller are assignable without the prior written consent of the other party. This agreement of sale and all rights and obligations of Buyer and Seller shall be governed by and construed in accordance with the laws of the State of Maryland.

Electronic copy of the latest version is available online at <http://baltimoreaircoil.com/english/terms>.

(Revised – 06/26/2014)



**BALTIMORE
AIRCOIL COMPANY**

Mechanical Specifications

1-30-2018

Customer:
Project: Juvenile Courts
Purchase Order No:
Engineer:
BAC Order # Q18048452708

All Information is per Unit

Quantity: 2 **Model S15E-1212-12LC-2 COOLING TOWER**

Unit Type:

Factory fabricated, induced draft, crossflow cooling tower with vertical discharge.

Quality Assurance:

Each unit is manufactured under closely-controlled conditions using standardized parts to ensure each unit is built precisely to the same high-quality design and construction standards. The design, manufacture, and business processes of Baltimore Aircoil Company are ISO 9001:2008 certified.

Unit Efficiency:

The unit(s) will comply with the energy efficiency requirements established by ASHRAE Standard 90.1-2016.

CTI Certification:

The thermal performance of this BAC unit has been certified through performance tests conducted by the Cooling Technology Institute in accordance with their standard STD-201 RS. Such certification by an independent third party assures engineers and users that the published thermal capacities accurately reflect the actual unit performance. CTI certification eliminates the additional costs of on-site, individual unit testing, oversizing the equipment or operating cost penalties from deficient equipment.

Materials of Construction:

Structural steel components are constructed from G-235 (Z700 metric) hot-dip galvanized steel. The edges of the hot-dip galvanized steel components are given a protective coat of zinc-rich compound. The areas of the cold water basin in contact with the water will be constructed of Type 304 stainless steel. All factory seams in the cold water basin will be welded to ensure watertight construction and shall be warranted against leaks for a period of five (5) years from date of shipment. Cold water basin includes a depressed section with drain/clean-out connection and the area under the fill sections is sloped toward the depressed section for easy cleaning. Hot water distribution basins are gravity type constructed of heavy gauge, Type 304 stainless steel. Polypropylene metering orifices are provided to assure even distribution of water over the wet deck surface. Heavy gauge, Type 304 stainless steel covers are furnished to prevent the accumulation of debris and algae in the hot water distribution basins.

Fan & Drive System:

Fan(s) are driven by a one-piece multi-groove, neoprene/polyester belt designed specifically for evaporative cooling equipment service. Motor is mounted on an adjustable motor base. Fan and motor sheaves are non-corrosive cast aluminum. The BALTDRIIVE® Power Train fan drive system, including fan motors, is warranted against defects in materials and workmanship for five (5) years from date of shipment.

Fan(s) and steel fan shaft(s) are supported by heavy-duty, self-aligning, grease-packed, relubricatable ball bearings with special seals for protection against dust and moisture. All bearings are designed for minimum L10 life of 80,000 hours (280,000 hours average life).

Fan Guard(s):

A heavy gauge, hot-dip galvanized steel wire fan guard is provided over each fan cylinder. The fan guard is shipped loose for field installation.

Fill:

The BACross® Fill and integral drift eliminators are formed from self-extinguishing (per ASTM D-568) polyvinyl chloride (PVC), having a flame spread rating of 5 per ASTM Standard E84-77a, and are impervious to rot, decay, and fungus or biological attack. The fill is elevated above the cold water basin floor to facilitate cleaning. This fill is suitable for a maximum entering water temperature of 130°F (54.44°C). The eliminators are designed to effectively strip entrained moisture from the leaving airstream with a minimum of air resistance.

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Equipment Structure:

The structure of this equipment has been designed, tested and independently certified in accordance with the wind and seismic load requirements of the 2012 International Building Code (IBC) and ASCE/SEI 7-10. Seismic qualification is based on tri-axial shake-table testing conducted at an independent test laboratory in accordance with the ICC-ES Acceptance Criteria AC 156, "Acceptance Criteria for Seismic Qualification By Shake-Table Testing of Nonstructural Components and Systems." For more information and specific wind and seismic load capacity ratings, please see the Certificate of Wind and Seismic Load Capacity.

Water Inlet(s):

Hot water inlet flange pattern connection, suitable for ASME Class 150 flat face flanges, located at the top of the designated cell(s).

Water Outlet(s):

A pipe stub connection(s) of a metal compatible with the cold water basin material and appropriately sized for design flow is provided. Please see the submittal package for the connection type, size and location. Also included is a large area, lift out strainer which matches the cold water basin material of construction and has perforated openings sized smaller than the water distribution nozzle orifices. Strainer includes anti-vortexing baffle to prevent air entrainment.

Flume Box Options:

The positive closure plate is included to allow cell isolation for maintenance or independent cell operation of flumed multi-cell units.

Basin Water Level Control:

Each cell is provided with one make-up valve with unsinkable polystyrene filled plastic float arranged for easy adjustment. The make-up valve is suitable for water supply pressures between 15 psig (103 kPa) and 50 psig (345 kPa).

Basin Sweeper Piping:

Polyvinyl chloride (PVC) sump sweeper piping is included in the cold water basin. Influent and effluent connections are provided for connecting to a user supplied filtration system. 20 psig (135 kPa) pressure is required at the water inlet.

Vibration Cutout Switch:

Fan system is provided with an appropriate number of vibration cutout switches to limit collateral damage to the unit in the event of a catastrophic fan failure. The vibration switch(es) is mechanically tripped with a frequency range of 0 to 3,600 RPM and trip point of 0.2 to 2.0 g's. No input power is required. Switch rating is 10 amperes at a maximum 480 VAC, and 1/4 ampere at 250 Vdc.

Extended Lubrication Lines:

Bearing lubrication lines are extended to a grease fitting located inside the unit and are accessible from the access door.

External Platform at Louver Face:

An external access platform on the air inlet face of the unit(s) enabling access to the spray distribution. An aluminum ladder, galvanized steel safety cage, galvanized steel safety gate, and a 1-1/2" (38 mm) x 1-1/2" (38mm) square hot dip galvanized steel tube safety railing is included with the platform. Platform supports are compatible with the basic unit material of construction. Field assembly and installation is by others. This option meets pertinent OSHA standards.

Ladder Extension(s):

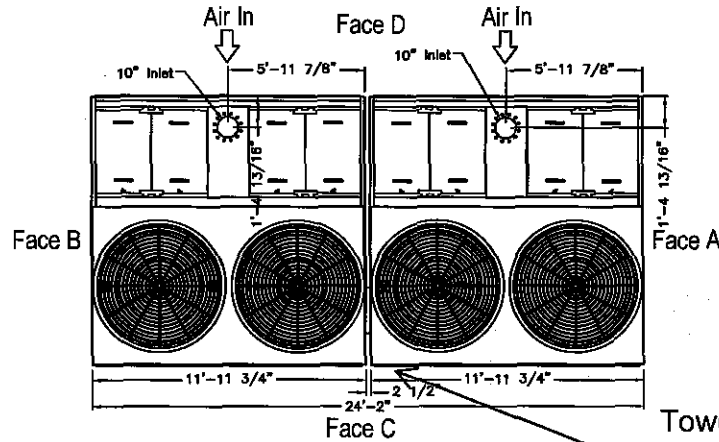
4' Ladder and Cage (if provided) Extension(s) for each Ladder

Internal Access Option:

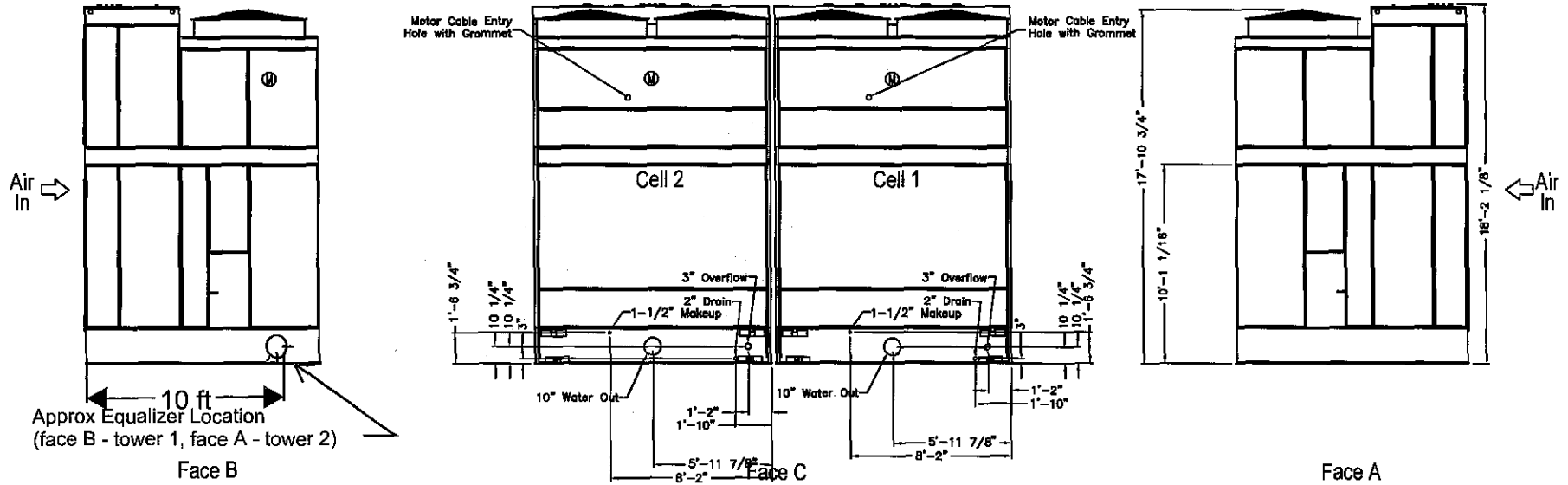
The unit has access doors on both ends and an internal walkway matching the unit material of construction, and an internal aluminum ladder with galvanized steel supports to enable access to the mechanical equipment. All components meet pertinent OSHA standards.

Notes

- 1) All dimensions are in feet and inches. Weights are in pounds and include options and accessories.
- 2) Unless otherwise indicated, pan connections 3" and smaller are MPT. Pan Connections 4" and larger are grooved to suit a mechanical coupling and beveled for welding. The inlet is a studded bolt circle designed to mate with an ASME class 150 flat face flange with studs straddling transverse and longitudinal centerlines. The flat face flange and full face gasket are to be furnished by others for mating with the unit. Make-Up connection is FPT.
- 3) Field piping should be fabricated at time of installation. Pre-fabrication of pipe work is not recommended.
- 4) Do not support piping from unit connections. All necessary piping supports to be supplied by others.
- 5) For weight loadings and support requirements, refer to the suggested unit support drawing.
- 6) The area above the fan discharge must be unobstructed.
- 7) Due to height limitations on truck shipments, some items shown may ship loose for field installation.
- 8) Dimension to the top of the fan guard reflect all additional cowl extensions.
- 9) Conduit must be water tight and pitched downward to allow condensation to drain away from fan motor conduit box. Therefore, do not run the conduit through fan deck.



Tower Outlet, Makeup, Overflow, Drain Connections - opposite air inlet side



Model Number	Shipping Weight	Operating Weight	Heaviest Section
S15E-1212-12LC-2	21408	40540	5184

RH&LH

ORDER NO: **Q18048452708**
DATE: **1/30/2018 11:14:29 AM**



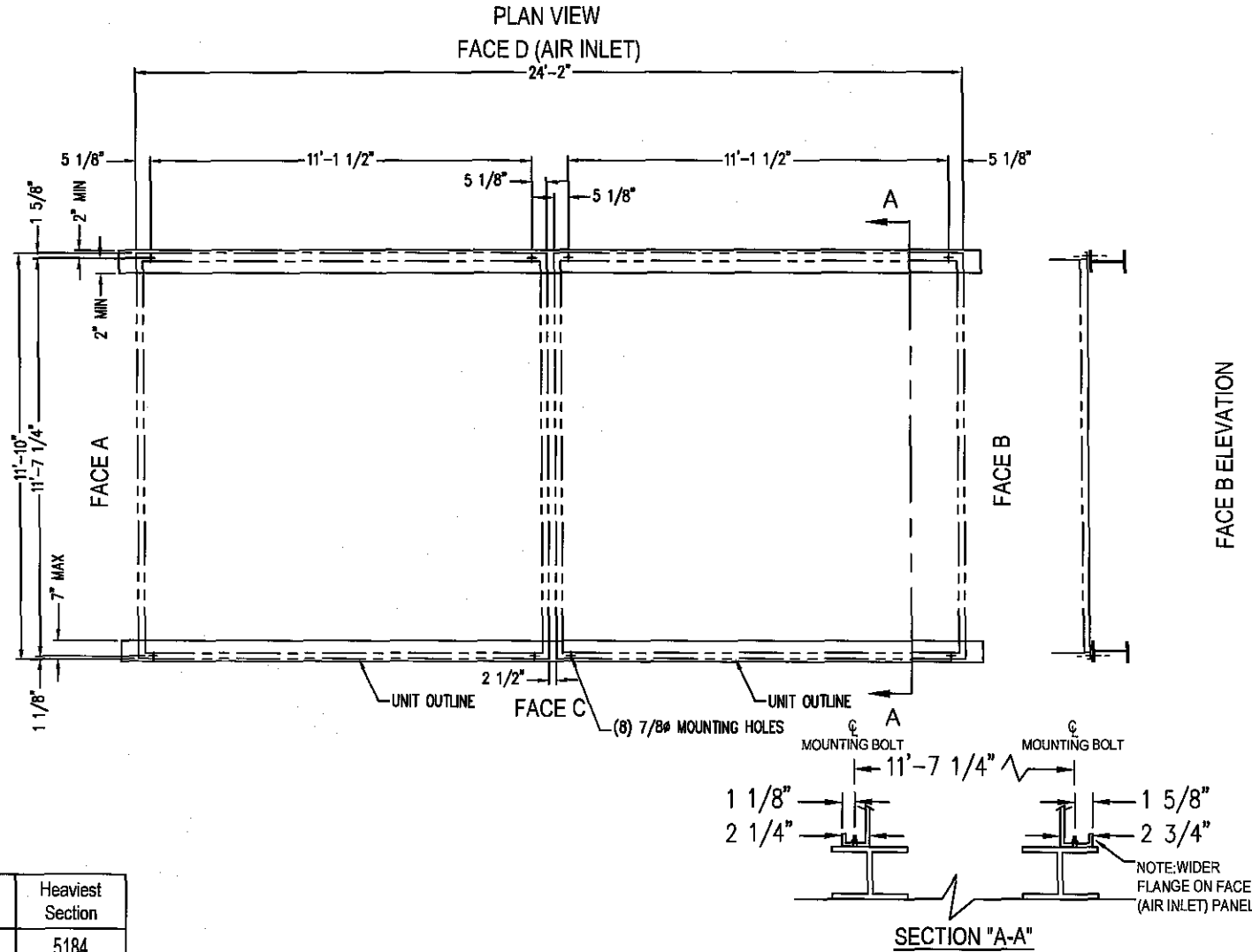
BALTIMORE AIRCOIL COMPANY

Series 1500 2 Cell Unit Print

DRAWING NUMBER:
UP-Q18048452708

Notes

- 1) Each beam should be designed, as a minimum, for 65% of the total unit operation weight applied as a uniformly distributed load.
- 2) All dimensions are in feet and inches. Weights are in pounds and include options and accessories.
- 3) Operating weight and weight loading are for units with water level in basin at overflow.
- 4) Unit support beams and anchor bolts to be designed and furnished by others.
- 5) Support beams must be flush and level at top.



PLAN "A" STEEL

Model Number	Shipping Weight	Operating Weight	Heaviest Section
S15E-1212-12LC-2	21408	40540	5184

Two Cell Unit Support

DRAWING NUMBER:
SS-Q18048452708

ORDER NO: **Q18048452708**

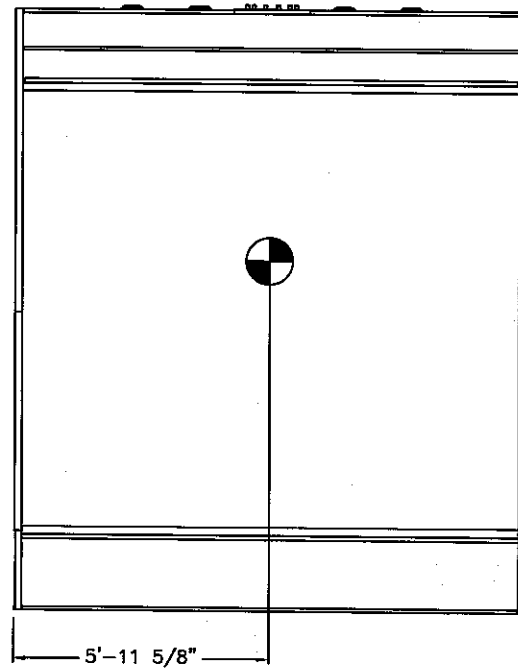
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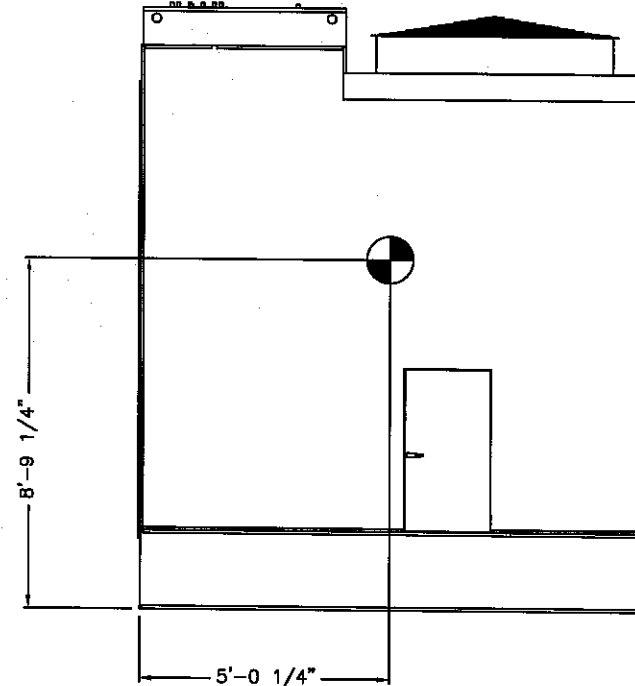
BALTIMORE AIRCOIL COMPANY

Notes

- 1) Drawings are not to scale.
- 2) Accessory weights shown above are included in the total unit Operating, Shipping and Heaviest Section values located on the Unit Print and Unit Support drawings. Ladder and cage weights are not shown above but are included in the totals. These accessories ship loose for field assembly and installation.



Face D
(Air Intake Side)



Face B

ORDER NO: **Q18048452708**

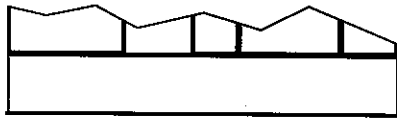
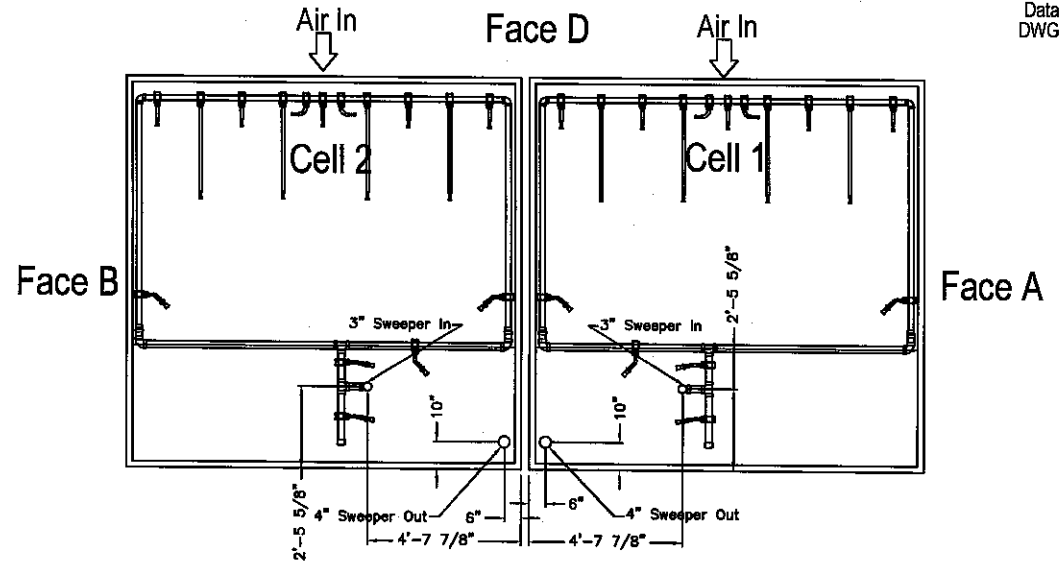
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**BALTIMORE
AIRCOIL COMPANY**

Series 1500 Center of Gravity

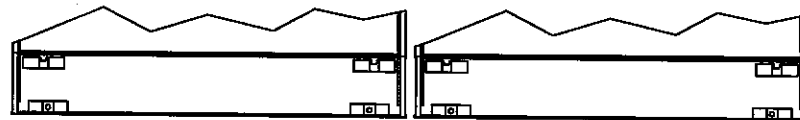
DRAWING NUMBER:
CG-Q18048452708



Face A



Face B



Face C

SWEEPER PIPING FLOW RATES	
DESIGN PRESSURE	DESIGN FLOW RATE PER CELL
20 psi	132 GPM

ORDER NO: **Q18048452708**

DATE: **1/30/2018 11:48:37 AM**



BALTIMORE AIRCOIL COMPANY

Two Cell Basin Connections

DRAWING NUMBER:
BC-Q18048452708

OPERATING INSTRUCTIONS:

Follow the installation drawings and wiring diagram to ensure the proper operation of the vibration switch.
Direct any questions to your local BAC Representative.

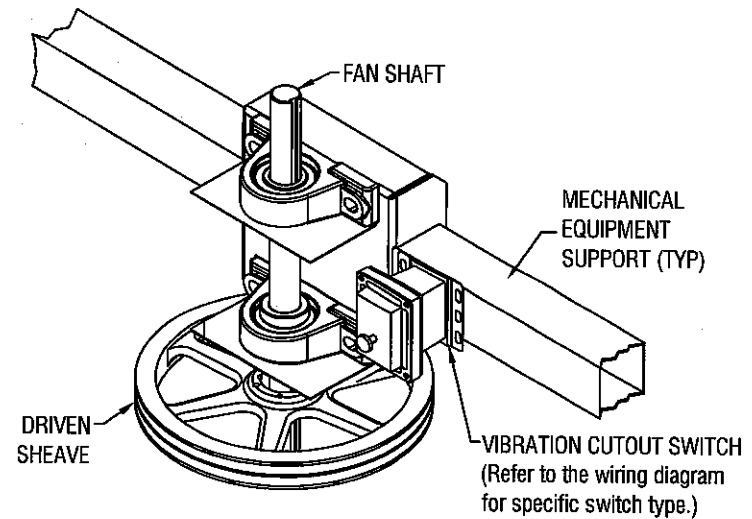
NOTE:

Moisture inside the switch can lead to switch failure. Care must be taken when replacing the cover on the vibration switch to ensure that the proper watertight seal is obtained.

CAUTION:

Before performing any maintenance, adjustment or inspection of the switch, make certain that all power has been disconnected and locked in the off position.

SWITCH LOCATION



ORDER NO: **Q18048452708**

DATE: **1/30/2018 11:49:22 AM**



BALTIMORE AIRCOIL COMPANY

VCOS LOCATION

DRAWING NUMBER:
VL-Q18048452708

NOTES:

1. LOCAL PUSH BUTTON RESET.
2. TO MAINTAIN HAZARDOUS DUTY RATINGS, THE FACTORY INSTALLED WATER TIGHT CONDUIT/CABLE CONNECTION FITTINGS MUST BE REMOVED AND THE FOUR CONDUCTOR CABLE MUST BE ROUTED INSIDE OF A SUITABLE EXPLOSION PROOF CONDUIT. NOTE: THE CONNECTORS CAN EASILY BE REMOVED WITHOUT HAVING TO UN-WIRE THE CONDUCTORS FROM INSIDE THE CUTOUT SWITCH.
3. THE MECHANICAL VIBRATION CUTOUT SWITCH COMES WITH TWO WATER TIGHT CONDUIT/CABLE CONNECTORS. ONE CONNECTOR IS USED TO PROVIDE A WATER TIGHT CONNECTION TO THE VIBRATION CUTOUT SWITCH AND THE OTHER IS PROVIDED FOR THE ELECTRICIAN TO CONNECT THE WIRE CABLE TO A JUNCTION BOX LOCATED IN THE VICINITY OF THE VIBRATION CUTOUT SWITCH.
4. THE SWITCH IN THE NORMALLY CLOSED CIRCUIT (BLACK WIRE) WILL OPEN WHEN THE DEVICE EXPERIENCES VIBRATION LEVELS ABOVE THE SETPOINT VALVE. IF REVERSE CONTROL LOGIC IS DESIRED, CUT OFF THE BUTT END CONNECTOR ON THE WHITE WIRE AND INSTALL A WIRE NUT OR BUTT CONNECTOR ON THE NORMALLY CLOSED WIRE (BLACK).
5. THIS MECHANICAL VIBRATION CUTOUT SWITCH COMES WITH ONE SINGLE POLE DOUBLE THROW SWITCH. THE SWITCH CONTACTS ARE "DRY CONTACTS" WHICH CAN BE SUCCESSFULLY USED DIRECTLY IN THE FAN STARTER CONTROL (TYPICALLY A/C VOLTAGE) CIRCUIT OR DIRECTLY IN A BUILDING MANAGEMENT SYSTEM (TYPICALLY D/C VOLTAGE).
CONTACT RATINGS: 3 AMPS@ 125 OR 480 VAC, 1/2 AMP@ 125 VDC, 1/4 AMP@ 250 VDC.
6. CAUTION: MOISTURE INSIDE THE SWITCH CAN LEAD TO SWITCH FAILURE. CARE MUST BE TAKEN WHEN REPLACING THE COVER ON THE VIBRATION SWITCH TO ENSURE THAT THE PROPER WATERTIGHT SEAL IS OBTAINED.

ADJUSTMENTS OF BAC MECHANICAL VIBRATION CUTOUT SWITCH

BAC RECOMMENDS THAT EACH VIBRATION CUTOFF SWITCH BE FIELD ADJUSTED AT START-UP TO OPTIMIZE THE TRIP POINT RELATIVE TO THE FINAL MOUNTING POSITION AND VIBRATIONAL CHARACTERISTICS OF THE INSTALLED EQUIPMENT.

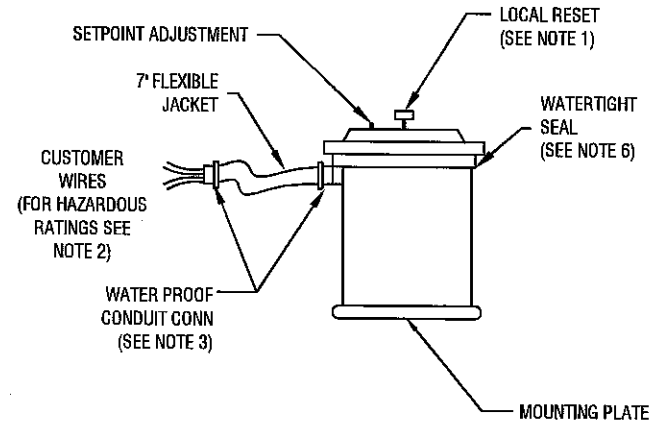
NOTE: INSTALLATION AND ADJUSTMENT MUST BE PERFORMED BY A QUALIFIED, COMPETENT TECHNICIAN

1. FOR SAFETY SAKE, TURN OFF, THEN LOCK & TAG-OUT THE ELECTRICAL SUPPLY TO THE FAN MOTOR(S).
2. TURN ADJUSTMENT SCREW COUNTERCLOCKWISE (CCW) 1/8 TURN AT A TIME UNTIL YOU HEAR THE CONTROL TRIP.
3. ONCE TRIPPED, ROTATE ADJUSTMENT SCREW 1/4 TURN CLOCKWISE (CW) AND THEN PUSH IN MANUAL RESET BUTTON.
4. START UP FAN(S) TO DETERMINE IF THE START-UP WILL CAUSE THE CUT-OUT SWITCH TO TRIP.
5. IF THE VIBRATION CUTOUT SWITCH DOES NOT TRIP, THEN START AND STOP THE FAN TWO MORE TIMES AND IF THE CUTOUT SWITCH STILL DOES NOT TRIP, THEN CALIBRATION IS COMPLETE. IF THE VIBRATION CUTOUT SWITCH DID TRIP, THEN TURN OFF, THEN LOCK & TAG-OUT THE ELECTRICAL SUPPLY TO THE FAN MOTOR(S). ADJUST THE SET POINT SCREW AN ADDITIONAL 1/4 TURN CW AND THEN DEPRESS THE RESET BUTTON. RE-START THE FAN(S) TO DETERMINE IF THE START-UP WILL CAUSE THE SWITCH TO TRIP. REPEAT THIS ADJUSTMENT PROCESS UNTIL THE CONTROL DOES NOT TRIP. ONCE THE FINAL ADJUSTMENT HAS BEEN MADE, START AND STOP THE FAN TWO MORE TIMES AND IF THE CUTOUT SWITCH STILL DOES NOT TRIP, THEN CALIBRATION IS COMPLETE.

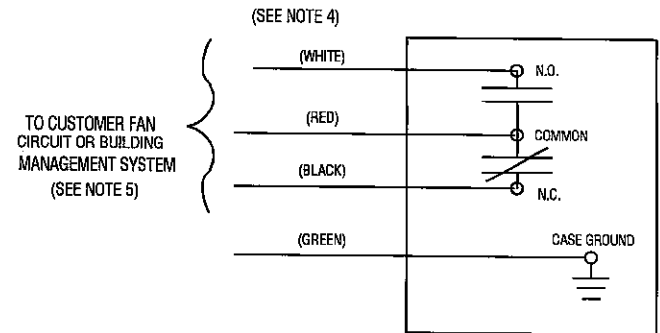
WIRING OF VIBRATION CUTOUT SWITCHES ON UNITS WITH MULTIPLE MOTORS OR CUTOUT SWITCHES:

VIBRATION CUTOUT SWITCHES SHOULD BE WIRED TO SHUT OFF ALL MOTORS ON THE ASSOCIATED FAN DRIVE SYSTEM. THIS MAY REQUIRE WIRING MULTIPLE CUTOUT SWITCHES TO SHUT OFF A SINGLE MOTOR OR WIRING A SINGLE CUTOUT SWITCH TO SHUT OFF MULTIPLE MOTORS. CONTACT YOUR CONTROLS INTEGRATOR FOR DETAILS ON HOW TO WIRE MULTIPLE SWITCHES.

MECHANICAL VIBRATION CUT-OUT SWITCH
(ONE-SINGLE POLE DOUBLE THROW SWITCH)



WIRING DIAGRAM
(ONE-SINGLE POLE DOUBLE THROW SWITCH - SEE NOTE 5)



Data Version 1.12
DWG Version 1.10

ORDER NO: **Q18048452708**

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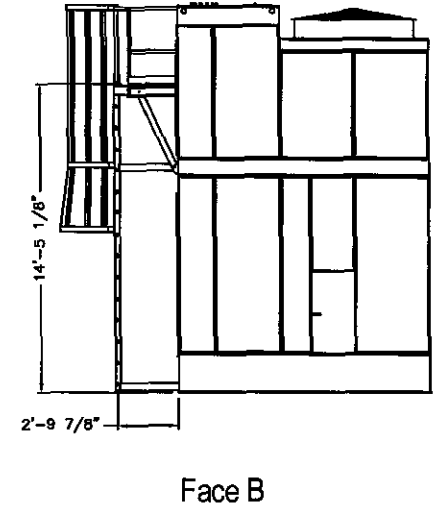
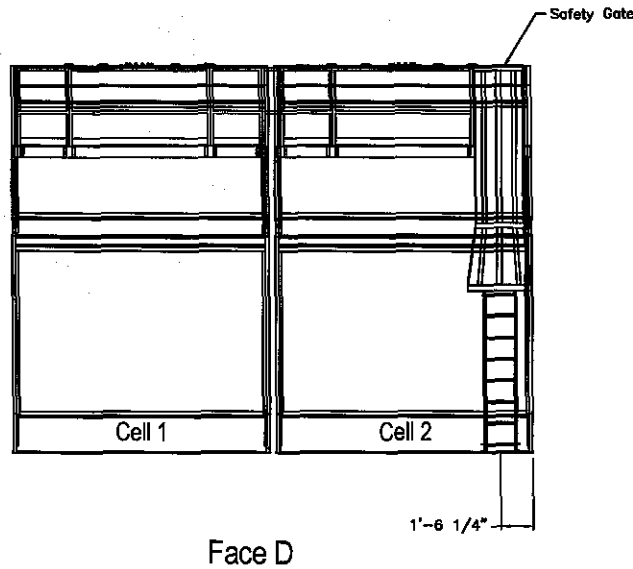
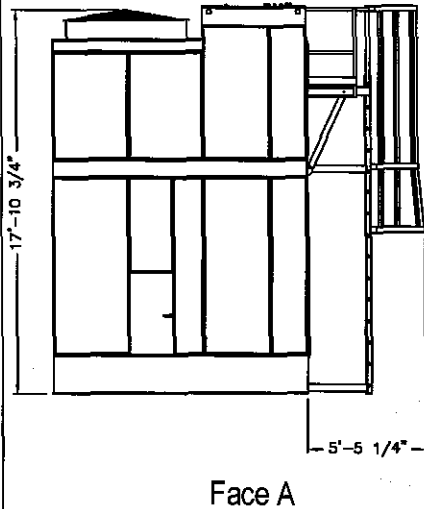
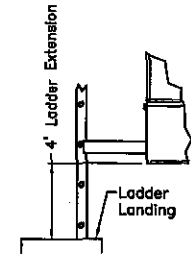
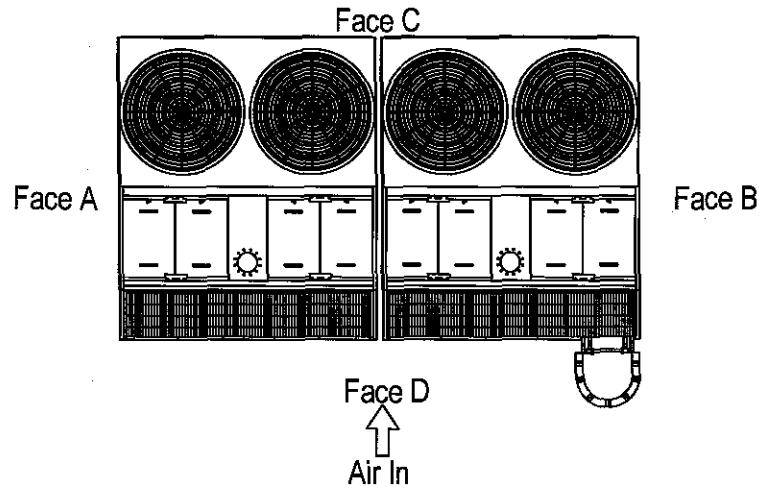
BALTIMORE AIRCOIL COMPANY

Mechanical VCOS Wiring
Shut Off with Local Reset

DRAWING NUMBER:
VW-Q18048452708

Notes

- 1) External unit access accessories ship loose for field installation (by others).
- 2) Field piping must be kept clear and supported independently of all unit access accessories.
- 3) Refer to OSHA and local occupational safety regulations to determine if safety cages are required.
- 4) Intermediate support(s) below the unit must be provided by others to secure all ladder extensions.



ORDER NO:

Q18048452708

DATE:

1/30/2018 11:18:51 AM



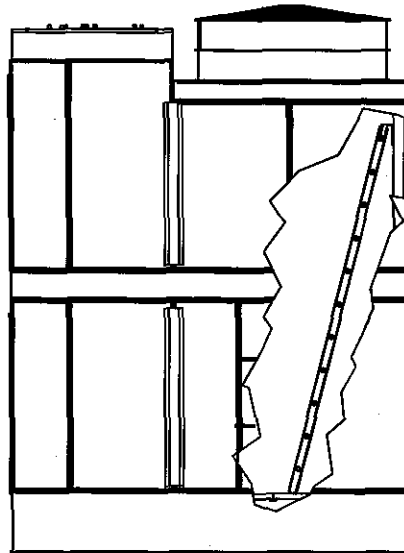
**BALTIMORE
AIRCOIL COMPANY**

Series 1500 External Accessory

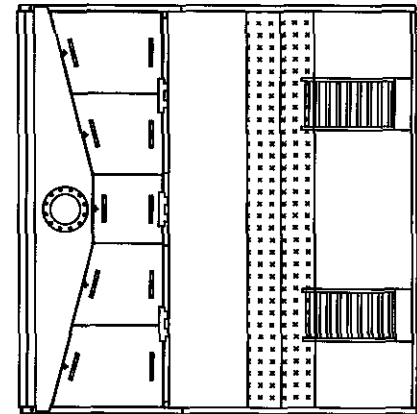
DRAWING NUMBER:

EA-Q18048452708

Notes



Face B



Internal Platform

ORDER NO: **Q18048452708**

DATE: **1/30/2018 11:43:43 AM**



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AIRCOIL COMPANY**

DRAWING NUMBER:
IA-Q18048452708