

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 06/21/22 BC 06/28/22
Subject:	Public Works Contract with JRT Mechanical, Inc.
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center solicited bids for replacement and installation services of malfunctioning cooling tower at the Benton-Franklin Counties Juvenile Justice Center.

Three bids were received and opened on May 20, 2022:

- JRT Mechanical, Inc., Kennewick, WA (UBI 601-518-070) - \$147,778.00 excluding WSST
- Apollo Sheet Metal, Inc., Kennewick, WA (UBI 600-443-607) – \$159,899.00 excluding WSST
- Hermanson Company, LLP, Kent, WA (UBI 602-004-844) – \$153,890.00 excluding WSST

The Interim Juvenile Administrator reviewed the bids for accuracy and recommends awarding Public Works Contract to JRT Mechanical Inc. to provide replacement and installation of cooling tower at the Juvenile Justice Center.

The term of this contract shall begin on the last date signed and shall expire on December 30, 2022.

Fiscal Impact

Amount not to exceed \$147,778.00, excluding WSST.

Recommendation

The Interim Juvenile Administrator determined that JRT Mechanical, Inc. was the lowest bidder, and recommends awarding contract to JRT Mechanical, Inc.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING AND EXECUTING A PUBLIC WORKS CONTRACT WITH JRT MECHANICAL, INC.
FOR REPLACEMENT OF THE COOLING TOWER AT THE JUVENILE JUSTICE CENTER

WHEREAS, per Resolution 2021-233, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section 4.3.2 for contracts less than \$350,000, "the County shall follow the advertisement and competitive bidding procedures"; and

WHEREAS, a Request for Bids was solicited for the replacement of the cooling tower at the Juvenile Justice Center. Three bids were received and opened on May 20, 2022:

- JRT Mechanical, Inc., Kennewick, WA (UBI 601-518-070) - \$147,778.00 excluding WSST
- Apollo Sheet Metal, Inc., Kennewick, WA (UBI 600-443-607) – \$159,899.00 excluding WSST
- Hermanson Company, LLP, Kent, WA (UBI 602-004-844) – \$153,890.00 excluding WSST

WHEREAS, JRT Mechanical, Inc. was determined to be the lowest responsible bidder and the Interim Juvenile Administrator recommends executing a Public Works Contract between Juvenile Justice Center and JRT Mechanical, Inc.;
NOW, THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Interim Juvenile Administrator's recommendation and hereby award JRT Mechanical, Inc. the Public Works Contract for the replacement of the cooling tower at the Juvenile Justice Center for an amount not to exceed \$147,778.00 excluding WSST; and

BE IT FURTHER RESOLVED, that the Benton County and Franklin County Boards of Commissioners will follow the guidelines stated in Resolutions Benton County 2016-942 and Franklin County 2016-436 Memorandum of Understanding Section 1.b); and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Public Works Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract shall commence on the last date signed and shall expire on December 30, 2022.

DATED this _____ day of _____ 2022
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2022
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PUBLIC WORKS CONTRACT**

TERMS AND CONDITIONS

THIS Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and **FRANKLIN COUNTY**, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **JRT Mechanical**, a corporation organized under the laws of the State of Washington with its principal offices at 106004 Wiser Parkway, Kennewick, WA 99338 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A – Bid Form dated 5/20/2022
- b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts
- c. Exhibit C – Drawings & Specifications

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall expire December 30, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR agrees to replace water cooling tower at the Benton-Franklin Juvenile Justice Center in accordance with the Drawings & Specifications, attached hereto as Exhibit C, and incorporated herein by reference. The CONTRACTOR shall also replace any additional piping and/or ancillary equipment that is on the exterior of the building that is directly connected the existing water-cooling tower. The CONTRACTOR shall also replace any electrical up to the current electrical disconnect. The CONTRACTOR shall also provide temporary cooling for the Juvenile Facility during the replacement of the current water-cooling tower.
- b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process but may not charge any additional processing or other fees that it does not actually incur.
- e. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in

this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

- f. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- g. Each of the CONTRACTOR'S employees or subcontractors who will be working onsite at the Juvenile Justice Center are required to submit a Background Check Authorization and Release form and be approved to work on the site by COUNTIES, as further outlined in Section 29.
- h. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- i. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name: Reid Craigo
Address: 106004 Wiser Parkway
Kennewick, WA 99338
Phone: 509-314-4314
Email: REIDC@JRTMECHANICAL.COM

b. For COUNTY:

Name: Dave Wheeler; Interim Juvenile Administrator
Address: 5606 W Canal Drive; STE 106
Kennewick, WA 99336
Phone: 509-783-2151
Email: Dave.Wheeler@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid the base bid amount of One Hundred Forty Thousand, Three Hundred Eighty-One Dollars (\$140,381.00), excluding W.S.S.T., in accordance with Exhibit A, "Bid Form", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed One Hundred Forty-Seven Thousand, Seven Hundred Seventy-Eighty Dollars (\$147,778.00), excluding W.S.S.T. Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.
- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay

Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTIES' Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTIES' Contract Representative. No final payment will be made until the affidavit is provided. COUNTIES requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- d. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

- a. The CONTRACTOR may submit invoices to the COUNTIES for services that have been performed as they are performed but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTIES as required in Section 3.c. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTIES' Contract Representative.
- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTIES. The COUNTIES shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.
- d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTIES shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTIES stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTIES. If such written election is not received by the COUNTIES, then the COUNTIES may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

8. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTIES or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTIES or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTIES to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by

accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto

(Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements.

Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following addresses: 7122 W Okanogan Place, Ste E330, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish COUNTIES with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to COUNTIES, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTIES to retain an additional ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTIES within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

14. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

15. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

16. TERMINATION

The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTIES prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTIES takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

19. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTIES.

21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

A public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses a contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

24. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

25. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such

written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

26. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

27. SURVIVABILITY



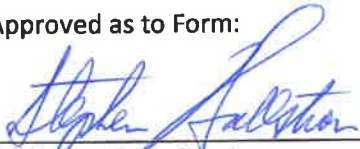
All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

- This section was intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective upon signature of both parties.

JRT Mechanical	Benton-Franklin Counties Juvenile Justice Center
	
Reid Craig 6/3/2022 Date	David Wheeler 6/7/22 Date
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form: 	Approved as to Form:
Stephen Hallström, Deputy Prosecuting Attorney 060622 Date	Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

BID FORM

JUVENILE COOLING TOWER REPLACEMENT

Company Name JRT MECHANICAL

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated 5/20/2022

Addendum No. 2, dated 5/20/2022

BASE BID AMOUNT:

LUMP SUM (excluding sales tax) \$ 140381

LUMP SUM (excluding sales tax), in words One Hundred Forty Thousand Three Hundred Eighty-One

ADDITIVE AMOUNT: (Temporary Cooling for approximately 13,250 SQFT)

LUMP SUM (excluding sales tax) \$ 7397

LUMP SUM (excluding sales tax), in words Seven Thousand Three Hundred Ninety-Seven

TOTAL BID AMOUNT: (Base Bid Amount + Additive Amount)

LUMP SUM (excluding sales tax) \$ 147778

LUMP SUM (excluding sales tax), in words One Hundred Forty-Seven Thousand Seven Hundred Seventy-Eight

GENERAL ACKNOWLEDGEMENT:

The undersigned hereby certifies that they have examined the location of the work outlined in the request for proposal, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this project, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this project in accordance with the said plans, specifications and contract, and the above lump sum price.

BID BOND:

The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

Cashier's Check	<u> </u>	In the Amount of <u>Seven Thousand Three Hundred Eighty-Eight and 90/100</u>
Certified Check	<u> </u>	(\$ <u>7388.90</u>) Payable to the County Treasurer of Benton County, Washington.
Bid Bond	<u>X</u>	In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE:

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING:

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 20 day of May 2022.

COMPANY NAME: JRT MECHANICAL

AUTHORIZED SIGNATURE: 

TYPE OR PRINT NAME: REID CRAIGO

TITLE: SERVICE & SALES MANAGER

STREET ADDRESS: 106004 WISER PARKWAY

CITY, STATE, ZIP: KENNEWICK, WA, 99338

TELEPHONE NO.: (509)314-4314

EMAIL: REIDC@JRTMECHANICAL.COM

CONTRACTOR'S LICENSE NO.: JRTMEI*066KE

UBI NO.: 601-518-070

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 795104008



JRT Mechanical Inc
Service Solutions
106004 E Wiser PKWY
Kennewick WA 99338

BILL TO

Benton-Franklin Juvenile Justice Center
5606 West Canal Drive #106
Kennewick, WA 99336 USA

ESTIMATE
24201391

ESTIMATE DATE
May 20, 2022

JOB ADDRESS

Benton-Franklin Juvenile Justice Center
5606 West Canal Drive #106
Kennewick, WA 99336 USA

Job: 102806

ESTIMATE DETAILS

Cooling Tower Replacement: Cooling Tower Replacement, Includes:

- Removal of (1) Existing Cooling Tower at Ground Level
- Rolling Back a section of security fence to allow easier access for cooling tower replacement and crane access
- Utilizing Crane & Crane Operator to Remove (1) Existing Cooling Tower
- Haul Away & Disposal of Removed Cooling Tower
- Equipment, Materials, and Installation of (1) Baltimore Air Cooling Tower (per spec provided)
- Taps/Connections for water Treatment/Chemicals for System only.
- Proper Testing & Operations of New Cooling Tower Including Start-up
- Electrical Connections, including replacement of electrical conduit and wiring from disconnects to new equipment.
- Re-Installation/and or repair of section of security fence that was rolled back for ease of removal and installation.

* Does not include:

- Water Treatment/Chemical testing on Water Loops (per spec and walk provided by others)
- Any additional external or additional controls (unit is specified to have local control operations only)

TASK	DESCRIPTION	QTY	PRICE	TOTAL
CHR- 0.00.0000	Cooling Tower Replacement, Includes: -Removal of (1) Existing Cooling Tower at Ground Level -Rolling Back a section of security fence to allow easier access for cooling tower replacement and crane access -Utilizing Crane & Crane Operator to Remove (1) Existing Cooling Tower -Haul Away & Disposal of Removed Cooling Tower -Equipment, Materials, and Installation of (1) Baltimore Air Cooling Tower (per spec provided) -Taps/Connections for water Treatment/Chemicals for System only. -Proper Testing & Operations of New Cooling Tower Including Start-up -Electrical Connections, including replacement of electrical conduit and wiring from disconnects to new equipment. -Re-Installation/and or repair of section of security fence that was rolled	1.00	\$140,381.00	\$140,381.00

back for ease of removal and installation.

*Does not include:

- Water Treatment/Chemical testing on Water Loops (per spec and walk provided by others)
- Any additional external or additional controls (unit is specified to have local control operations only)

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$140,381.00
302 - KENNEWICK 8.6%	\$12,072.77
TOTAL	\$152,453.77

Thank you for the opportunity!

CUSTOMER AUTHORIZATION

The summary above is furnished by JRT Mechanical Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date



JRT Mechanical Inc
Service Solutions
106004 E Wiser PKWY
Kennewick WA 99338

BILL TO

Benton-Franklin Juvenile Justice Center
5606 West Canal Drive #106
Kennewick, WA 99336 USA

ESTIMATE
24203951

ESTIMATE DATE
May 20, 2022

JOB ADDRESS

Benton-Franklin Juvenile Justice Center
5606 West Canal Drive #106
Kennewick, WA 99336 USA

Job: 102806

ESTIMATE DETAILS

Temporary Cooling for Facility, ONE WEEK (Approx 13250 Sq Ft): Temporary Cooling for Facility ONE WEEK (Approx 13250 Sq Ft), Includes:

- Rental of (1) 100 Ton Cooling Tower (One Week)
- Rental of (1) 20 KW Power Generator to Power Cooling Tower (One Week)
- Materials, Connection Equipment, and Labor to Set-Up Temporary Cooling, Including:
 - a. Hoses/Materials from Temporary Cooling Tower to Existing Connections Outside
 - b. Power Connections/Cables from Generator to Temp Cooling Tower
 - c. Fueling Generator for One Week and monitoring its operations to ensure no down time.
 - d. Set-Up and Removal of all temporary equipment and connections

*JRT has opted to suggest for temp cooling a temporary cooling tower to make connections outside at existing locations at the facility, rather than a chiller where connections would have to be made inside the facility causing more risk and less security for facility.

*This Cost/Price is for ONE WEEK of service if additive is called on services can be extended for multiple weeks for the same rate PER WEEK for operations.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
CHR- 0.00.0000	Temporary Cooling for Facility ONE WEEK (Approx 13250 Sq Ft), Includes: -Rental of (1) 100 Ton Cooling Tower (One Week) Rental of (1) 20 KW Power Generator to Power Cooling Tower (One Week) -Materials, Connection Equipment, and Labor to Set-Up Temporary Cooling, Including: a. Hoses/Materials from Temporary Cooling Tower to Existing Connections Outside b. Power Connections/Cables from Generator to Temp Cooling Tower c. Fueling Generator for One Week and monitoring its operations to ensure no down time.	1.00	\$7,397.00	\$7,397.00

d. Set-Up and Removal of all temporary equipment and connections

*JRT has opted to suggest for temp cooling a temporary cooling tower to make connections outside at existing locations at the facility, rather than a chiller where connections would have to be made inside the facility causing more risk and less security for facility.

*This Cost/Price is for ONE WEEK of service if additive is called on services can be extended for multiple weeks for the same rate PER WEEK for operations.

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$7,397.00
302 - KENNEWICK 8.6%	\$636.14
TOTAL	\$8,033.14

Thank you for the opportunity!

CUSTOMER AUTHORIZATION

The summary above is furnished by JRT Mechanical Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 6/3/2022

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
Benton	Electricians - Inside	Journey Level	\$73.42	<u>5A</u>	<u>11F</u>		View
Benton	Sheet Metal Workers	Journey Level (Field or Shop)	\$68.81	<u>5A</u>	1X		View



**BALTIMORE
AIRCOIL COMPANY**

Submittal Data Form

2-17-2022

Sold To : **AIR REPS**
Suite A
1710 N. Calispel Street
Spokane, WA 99205
United States

Project: Kennewick Juvenile Center
Purchase Order No:
Engineer:
BAC Order # U220709001
Configuration Version: 8
Representative: AIR REPS, LLC

All Information is per Unit

Quantity: 1 Model VF1-048-31MH CLOSED CIRCUIT COOLING TOWER

Certified Capacity: 190.00 USGPM of Water from 96.00°F to 82.00°F at 69.00°F entering air wet bulb and 2.01 PSIG fluid pressure drop.

Fan Motor(s): One (1) 20 HP fan motor(s): Totally Enclosed, Fan Cooled (TEFC),
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.

Pump(s): One (1) 1.5 HP pump motor: 1 Speed/1 Winding - Standard Efficiency.

Submittal Information	Equipment Summary
BAC Terms and Conditions of Sale Mechanical Specifications Submittal Drawings/Diagrams BAC-11603A Unit Print RH BAC-15839A Unit Support BAC-10184A Basin Heater Location BAC-13011A EWLC Location BAC-BGGJ000000A EWLC and Heater Wiring BAC-13251A PCD Hood Wiring Diagram SW-U220709001 Space Heater Wiring	Forced Draft, Counterflow Closed Circuit Cooling Tower Quality Assurance - ISO 9001 Compliant Unit Energy Efficiency per ASHRAE Standard 90.1-2016 CTI Certified Thermal Performance Steel Panels and Structural Members are Constructed of Galvanized Steel Galvanized Steel Fan Wheel(s) Galvanized Steel, Full Circuit Coil PVC Drift Eliminators Standard Unit Anchorage Integral Pump(s) with Standard Make-Up, Drain and Overflow Connections PVC Spray Branches Electric Water Level Control Package Electric Immersion Heater(s) Sized to Maintain +40°F water at a 0°F Ambient with Electrical Requirements Matching Fan Motor(s) Copper Heater Elements Electric Immersion Heater Controls Extended Bearing Lubrication Lines Galvanized Steel Bottom Screens Tapered Discharge Hood Constructed of Galvanized Steel with Galvanized Positive Closure Dampers and Damper Actuator

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**

Mechanical Specifications

2-17-2022

Customer: AIR REPS
Project: Kennewick Juvenile Center
Purchase Order No:
Engineer:
BAC Order # U220709001

All Information is per Unit

Quantity: 1 Model VF1-048-31MH CLOSED CIRCUIT COOLING TOWER

Unit Type:

Factory fabricated, forced draft, counterflow closed circuit 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 compliant.

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. Your equipment may be selected for factory-testing to verify CTI certified performance. 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:

Water-contacted metal components are constructed of G-235 (Z700 metric) hot-dip galvanized steel. Circular access doors provided for interior inspection, cleaning, and adjustments are constructed of G-235 (Z700 metric) hot-dip galvanized steel and are held in place with phenolic knob screws. The heat transfer casing section(s) is (are) removable from the pan/fan section to facilitate rigging.

The circulating water is distributed over the coil surface via a schedule 40 PVC spray header and removable branches (except 3' box) with 360° large orifice plastic spray nozzles which are held in place with snap-in rubber grommets.

The centrifugal fans and motors are located in the dry entering airstream beneath the sloping side of the pan. G-235 (Z700 metric) hot-dip galvanized steel fan discharge cowls are provided on each fan. They extend within the pan to protect the fans from falling water. G-235 (Z700 metric) hot-dip galvanized steel fan guard screens are provided.

On models VF1-009 through VF1-036 a solid fan shaft of ground and polished steel with exposed surface coated with a rust preventative is utilized. Self-aligning, heavy-duty, grease-packed, ball bearings with eccentric locking collars are provided on each end of the fan shaft. Where split intermediate bearing (Models VF1-036) or intermediate bearings are required, self-aligning, oil lubricated, sleeve type bearings with split, cast iron, pillow-block housing are furnished. All other models a hollow steel fan shaft, protected with two part epoxy, with bearing journals at each end is utilized. Solid polished steel journals are coated with a rust preventative. Self-aligning, heavy-duty, grease-packed ball bearings with eccentric locking collars are furnished at each end of the shaft.

V-belt sheaves, selected for 150% motor nameplate horsepower, are mounted and aligned at the factory. The fan(s), fan shaft(s), bearings, mechanical equipment support and fan motors are warranted against defects in materials and workmanship for five (5) years from date of shipment.

Fan Wheels:

Forwardly curved, centrifugal, squirrel cage type fan wheels, constructed from G-235 (Z700 metric) hot-dip galvanized steel, are statically and dynamically balanced. Fan housings have curved inlet rings for efficient air entry.

Corporate Headquarters: 7600 Dorsey Run Road, Jessup, MD 20794 – Tele: (410) 799-6200 / Fax: (410) 799-6416

Coil Type:

Coil(s) will be constructed with continuous 1.05" O.D. all prime surface steel tubes encased in steel framework. The entire assembly is hot-dip galvanized after fabrication. Tubes will be sloped for liquid drainage. Coil has a maximum allowable working pressure of 300 psig (2170 kPa) and is tested at 375 psig (2685 kPa) air pressure under water.

Drift Eliminators:

Drift eliminators are constructed of polyvinyl chloride (PVC), and are removable in easily handled sections. They impart three distinct changes in air direction to effectively strip entrained moisture from the leaving airstream with minimum air resistance. PVC eliminators are not a working surface. A working platform by others may be required to service the water distribution system.

Unit Anchorage:

When supported as recommended, the unit has anchorage to resist windloads up to 30 psf (146.6 kg/m²) acting on the full vertical projected area with 16 psf (78.1 kg/m²) acting simultaneously on the full horizontal projected area or seismic forces of 112% of the operating weight acting in the horizontal direction, and 14% of the operating weight acting in the vertical direction applied at the center of gravity.

Spray Water Pump Assembly:

Basin has integral pump(s) with large area, lift out, steel strainer screen(s) including perforated openings sized smaller than the water distribution nozzle orifices. Strainers include anti-vortexing baffles to prevent air entrainment. Close-coupled, bronze-fitted pump(s) with mechanical seal is mounted on the basin. The premium efficiency pump motor(s) are totally enclosed, fan cooled (TEFC). A water bleed line with a metering valve to control the bleed rate is installed between the pump discharge and the overflow connection. Electrical requirements match fan motor.

Spray Distribution System:

Spray header with schedule 40 PVC branches. Removable branches and 360° spray pattern plastic spray nozzles are held in place with snap-in rubber grommets.

Basin Water Level Control:

Probe-type electric water level control package including solid-state relay, electrode head, stainless steel electrodes, and a solenoid valve in the make-up water connection. The electrodes are make-up on, make-up off, and ground. Field wiring is by others.

Basin Heater(s):

A minimum number of high-watt-density electric immersion heater elements, sized to maintain +40°F (+4°C) basin water at 0°F (-18°C) ambient with a 15 mph (24.1 km/h) wind speed, is provided. Electrical requirements match fan motor. Wiring is not included.

Heater Element Material of Construction:

The unit is supplied with copper heater elements.

Basin Heater Control:

An electric immersion heater control package, including thermostat(s) and low water cutout switch(es) or probe(s), is provided. Disconnect switch, contactor, and wiring are not included.

Extended Lube Line(s):

Bearing lubrication lines are extended to grease fittings located on the face of the unit.

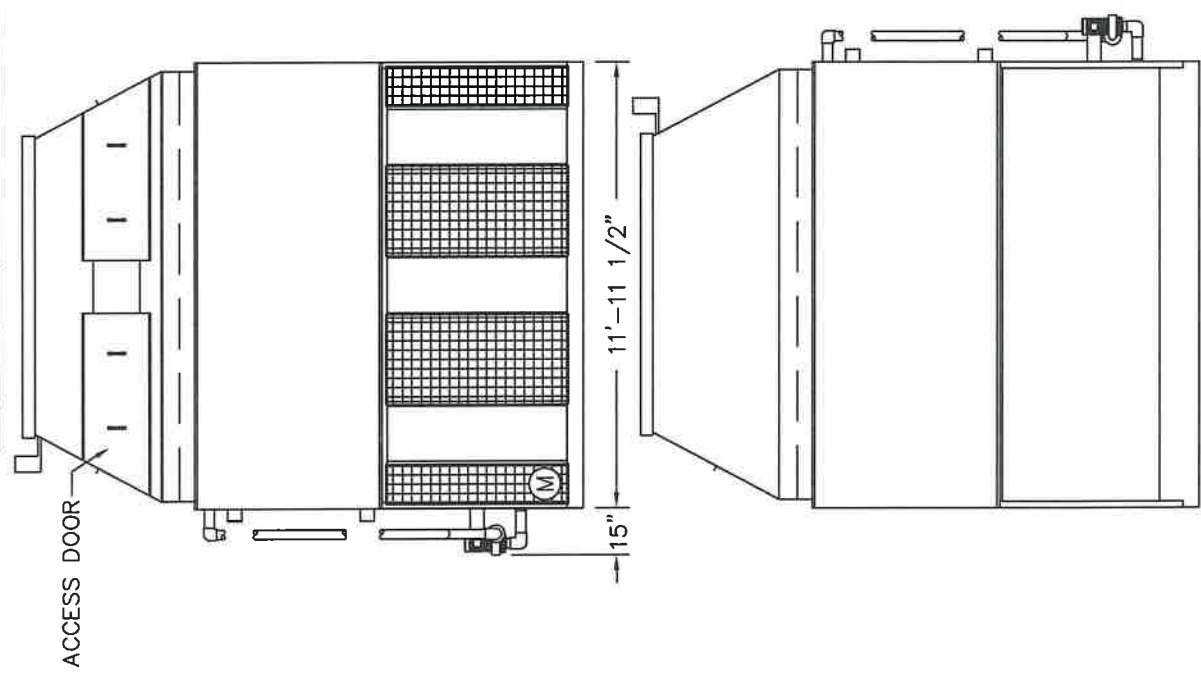
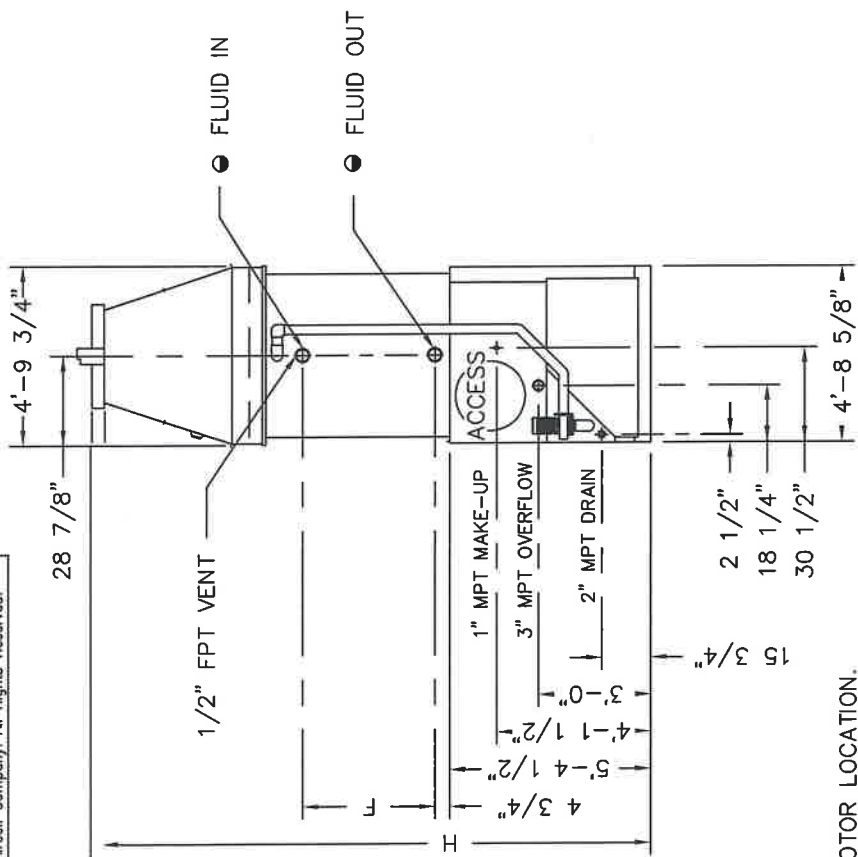
Air Intake Option:

G-235 (Z700 metric) hot-dip galvanized steel bottom screens are provided with a 1" X 1" mesh to prevent debris from entering unit. This option also includes lubrication fittings extended to outside of fan section.

Air Discharge Option:

Tapered discharge hood is constructed of G-235 (Z700 metric) hot-dip galvanized steel. The hood(s) includes access doors and galvanized positive closure dampers (PCD's) with damper actuator(s), and actuator end switch(es).

ITEM	DIAMETER	DESCRIPTION / COIL CONNECTIONS
X	4"	BEVELED FOR WELDING (BFW)
	4"	(BFW) & GROOVED FOR MECH. COUPLING
	4"	MALE PIPE THREAD (MPT)
	4"	FLANGED (SEE NOTES)
	4 1/8"	COPPER SWEAT FITTING



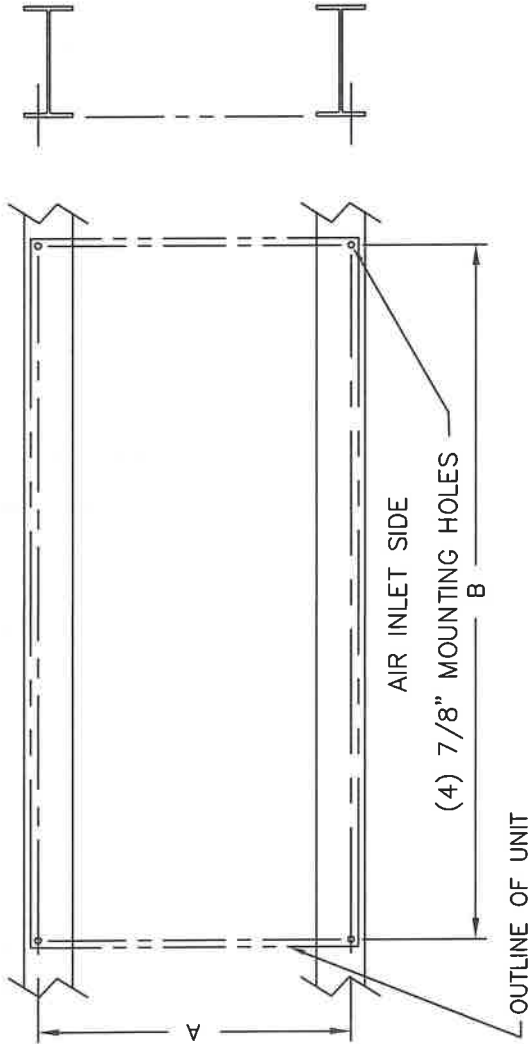
MODEL NO.	APPROX. SHIPPING WEIGHT	APPROX. OPERATING WEIGHT	HEAVIEST SECTION (COIL)	F	H
VF1-048-21	8670	10910	4920	33 1/4"	14'-2 3/8"
VF1-048-31	9260	12070	5930	42 1/2"	14'-11 5/8"
VF1-048-41	10120	13370	6600	51 3/4"	15'-8 7/8"

- NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES. WEIGHTS ARE IN POUNDS.
 2. UNLESS OTHERWISE INDICATED, ALL CONNECTIONS 6 INCHES AND SMALLER ARE MPT AND CONNECTIONS 8 INCHES AND LARGER ARE BEVELED FOR WELDING AND GROOVED FOR VICTAULIC CONNECTION.
 3. DIMENSIONS SHOWING LOCATION OF COIL CONNECTIONS ARE APPROXIMATE AND SHOULD NOT BE USED FOR PREFABRICATION OF CONNECTING PIPING.
 4. FOR SUPPORT REQUIREMENTS, REFER TO THE SUGGESTED STEEL SUPPORT DRAWING.

B.A.C.
ORDER NO: U220709001
DATE: 2/17/2022 ConfigVer=8

**BALTIMORE AIRCOIL
COMPANY**

RIGHT HAND UNIT
END OUTLET WITH PUMP
TAPERED HOOD WITH PCD'S
DRAWING NUMBER:
BAC-11603A
C



NOTES:

1. THE RECOMMENDED SUPPORT ARRANGEMENT FOR VF1 UNITS CONSISTS OF TWO PARALLEL I-BEAMS EXTENDING THE FULL LENGTH OF THE UNIT. SUPPORTS AND ANCHOR BOLTS ARE TO BE DESIGNED AND FURNISHED BY OTHERS.
2. ALL SUPPORTING BEAMS ARE TO BE FLUSH AND LEVEL AT TOP AND MUST BE ORIENTED RELATIVE TO GAGE LINE AS SHOWN.
3. RECOMMENDED DESIGN LOADS FOR EACH BEAM SHOULD BE 70% OF THE TOTAL UNIT OPERATING WEIGHT APPLIED AS A UNIFORM LOAD TO EACH BEAM. BEAMS SHOULD BE DESIGNED IN ACCORDANCE WITH STANDARD STRUCTURAL PRACTICE. THE MAXIMUM ALLOWABLE DEFLECTION OF BEAMS UNDER THE UNIT SHALL BE * (REFER TO CHART) OF AN INCH.
4. * ALL MOUNTING HOLES ARE 7/8" DIAMETER. AT THE LOCATIONS SHOWN.
5. IF VIBRATION ISOLATORS ARE USED, A RAIL OR CHANNEL MUST BE PROVIDED BETWEEN THE UNIT AND THE ISOLATORS TO PROVIDE CONTINUOUS UNIT SUPPORT. ADDITIONALLY THE SUPPORT BEAMS MUST BE DESIGNED TO ACCOMMODATE THE OVERALL LENGTH AND MOUNTING HOLE LOCATION OF THE ISOLATORS WHICH MAY DIFFER FROM THOSE OF THE UNIT. REFER TO VIBRATION ISOLATOR DRAWINGS FOR THESE DATA.

MODEL NO.	DIMENSION		*
	A	B	
VF1-009-12 VF1-009-22 VF1-009-32 VF1-009-42	45 3/8"	29 1/2"	3/32"
VF1-018-02 VF1-018-12 VF1-018-22 VF1-018-32 VF1-018-42	45 3/8"	65 1/2"	3/16"
VF1-027-21 VF1-027-22 VF1-027-31 VF1-027-32 VF1-027-41 VF1-027-42	45 3/8"	101 1/4"	5/16"
VF1-036-21 VF1-036-22 VF1-036-31 VF1-036-32 VF1-036-41 VF1-036-42 VF1-036-51	45 3/8"	137 1/2"	3/8"
VF1-048-21 VF1-048-22 VF1-048-31 VF1-048-32 VF1-048-41 VF1-048-42	54 1/4"	137 1/2"	3/8"

B.A.C.

ORDER NO: U220709001

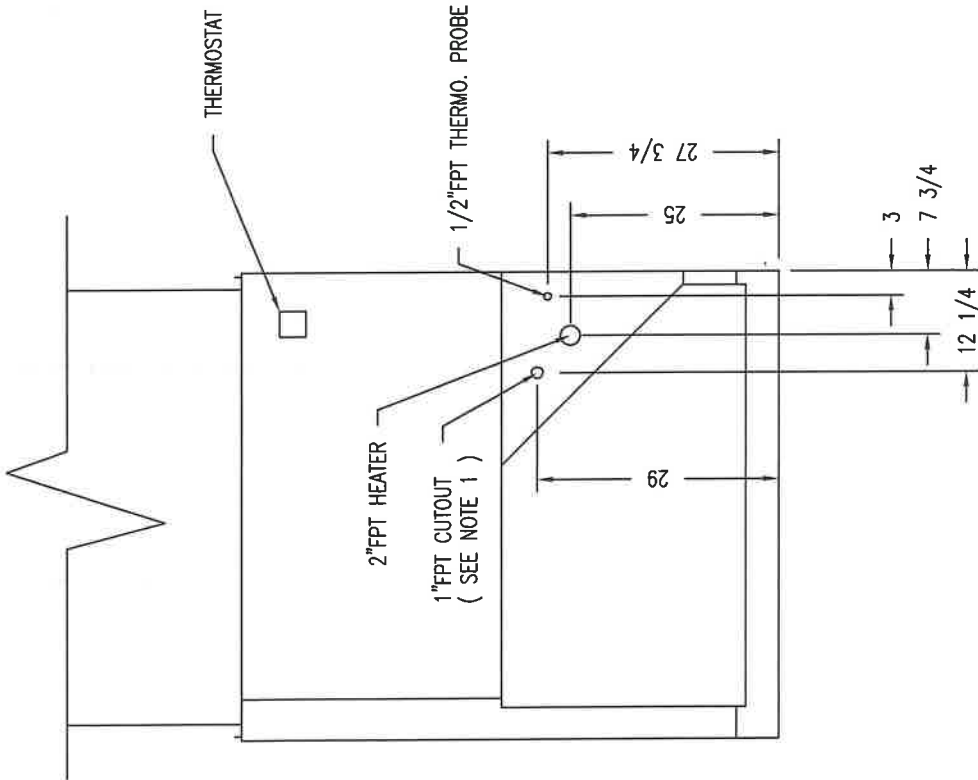
DATE: 2/17/2022 ConfigVer=8



SUGGESTED STEEL SUPPORT
FOR VF1 UNITS

DRAWING NUMBER:

BAC-15839A



NOTES:

1. OMIT THE 1" FPT CUTOUT LOCATION WHEN AN ELECTRIC WATER LEVEL CONTROL PACKAGE IS USED. THE LOW WATER CUTOUT WILL BE FURNISHED AS PART OF THE ELECTRIC WATER LEVEL CONTROL PACKAGE.
2. HEATERS: 460 VOLTS, 3 PHASE, 60 HZ, 0°F AMBIENT TEMPERATURE.

MODEL NO.	NO. OF HEATERS	TOTAL HEATER (kw)
VF1-048	1	0*
		3

END OPPOSITE PIPING CONNECTION

RIGHT HAND UNIT SHOWN,
LEFT HAND UNIT MIRROR IMAGE

B.A.C.
ORDER NO: U220709001

DATE: 2/17/2022 ConfigVer=8

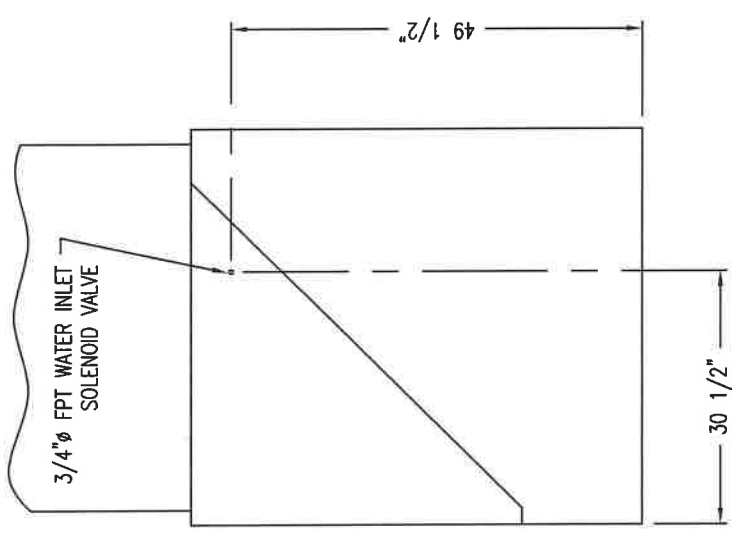
BALTIMORE AIRCOIL
COMPANY

INDUSTRIAL FLUID COOLER
ELECTRIC HEATER PACKAGE

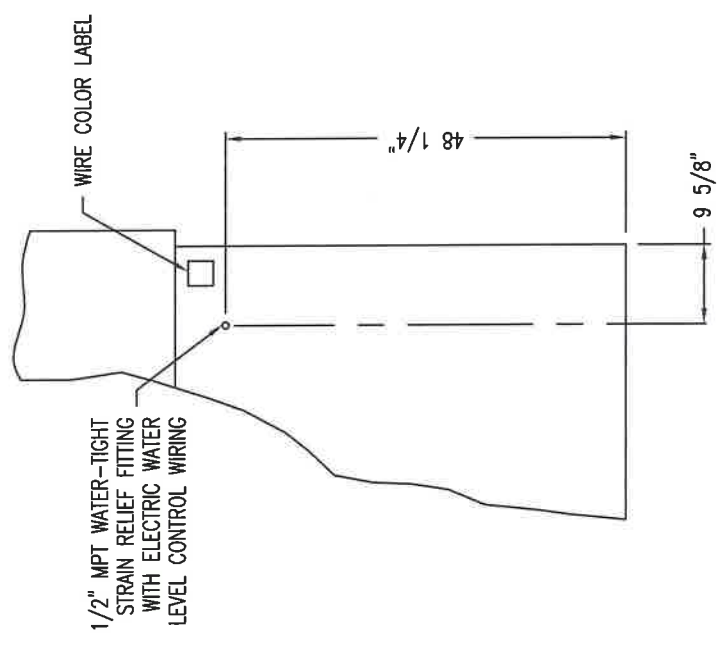
DRAWING NUMBER:
BAC-10184A

A

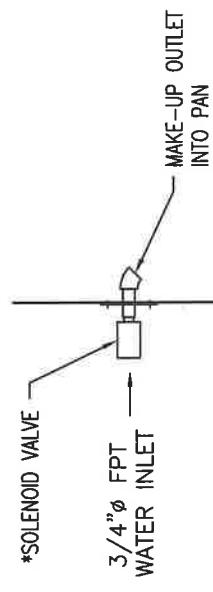
BOX SIZE	MODEL NUMBERS
4X12	VF1-048
	VC1-150 thru VC1-205
	VTO-132-L thru VTO-176-0
	VXT-150 thru VXT-185
	F184X
	C184X



PIPING CONNECTION END
RIGHT-HAND UNIT SHOWN
LEFT-HAND UNIT MIRROR IMAGE



OPPOSITE FAN SIDE
RIGHT-HAND UNIT SHOWN
LEFT-HAND UNIT MIRROR IMAGE



MAKE-UP DETAIL

- NOTES:
1. REFER TO THE APPROPRIATE WIRING DIAGRAM FOR WIRING DETAILS.



ELECTRIC WATER LEVEL CONTROL PACKAGE

LOCATION

DRAWING NUMBER:
BAC-13011A

ORDER NO: U220709001

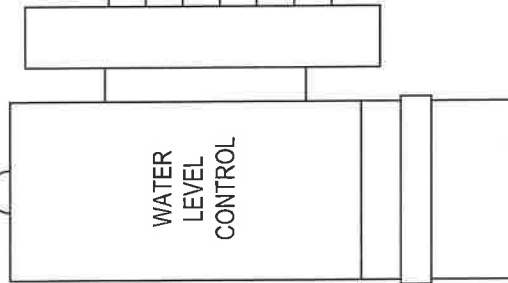
DATE: 2/17/2022 ConfigVer=8

(SEE NOTE 3)

HOT

CONTROL
DISCONNECT
SWITCH

STATUS CODE L.E.D.



120 VAC CIRCUIT
HEATER CUTOUT CIRCUIT
MAKE-UP CIRCUIT

AUXILIARY
CONTACT-N.C.
SPRAY WATER PUMP
(BY OTHERS
SEE NOTE 6)

SOLENOID
VALVE
(SEE NOTE 4)

THERMOSTAT
PENN A19-ANC
(BY BAC-SEE NOTE 7)
(SEE TABLE 1)

(HC) HEATER
CONTACTOR

NEUTRAL

120 VAC
CONTROL POWER SUPPLY

* NOTE: A WATERPROOF WIRE NUT IS PROVIDED ON THE END OF EACH WIRE SHOWN WITH AN ASTERISK (*). DO NOT REMOVE THESE WIRE NUTS. DO NOT USE THESE WIRES.

MAKE UP VALVE OFF (BLACK)
MAKE UP VALVE ON (WHITE)
HEATER CUTOUT (YELLOW)
GROUND (GREEN)

TABLE 1

ELECTRICAL RATINGS FOR	
PENN A19-ANC THERMOSTAT	
VOLTAGE, AC ONLY	120
FULL LOAD AMPS	16.0
LOCKED ROTOR AMPS	96.0
WHEN CONNECTED -	
NON-IND. SPST	22.0
WHEN CONNECTED -	
SPDT	16.0
PILOT DUTY - 125 VA, 24/600 VAC	

NOTES:

1. WIRING AND COMPONENTS INDICATED BY DASHED LINES ARE TO BE SUPPLIED BY FIRMS OTHER THAN BAC. ALL WIRING MUST COMPLY WITH APPLICABLE CODES AND ORDINANCES.
2. THE WATER LEVEL CONTROL BOARD IS WIRED IN THE INVERSE MODE SO THAT THE SOLENOID MAKE-UP VALVE WILL CLOSE IF THERE IS A LOSS OF POWER TO THE CONTROL BOARD. WHEN THE WATER LEVEL RISES TO THE BOTTOM OF THE MAKE-UP VALVE OFF PROBE AND MAINTAINS CONTACT FOR AT LEAST 6 SECONDS, THE CONTROL DE-ENERGIZES THE VALVE. THE VALVE REMAINS DE-ENERGIZED UNTIL THE WATER LEVEL RECESSES BELOW THE BOTTOM OF THE MAKE-UP VALVE ON PROBE AND REMAINS AT THAT LEVEL FOR AT LEAST 6 SECONDS. THE CONTROL THEN ENERGIZES THE VALVE.
3. ANY INCOMING POWER SOURCE MUST HAVE A 3A FUSE FOR COMPONENT PROTECTION. USING A FUSE OVER 3A WILL VOID BAC WARRANTY.
4. THE SOLENOID ACTUATED MAKE-UP VALVE IS RATED AT 6.1 WATTS, 16 VA HOLDING, 30 VA INRUSH.
5. THE NORMALLY CLOSED SOLENOID VALVE HAS A SLOW CLOSING FEATURE WHICH MINIMIZES WATER HAMMER AND IS DESIGNED TO OPERATE AT MAKE-UP WATER LINE PRESSURES OF 10 TO 125 PSIG. TO FURTHER MINIMIZE THE POTENTIAL FOR WATER HAMMER, MAKE-UP WATER LINE PRESSURES AT THE HIGHER END OF THE RANGE SHOULD BE AVOIDED, AND MAKE-UP PIPING SHOULD BE WELL SUPPORTED.
6. INTERLOCK IMMERSION HEATERS WITH CIRCULATING PUMP TO DE-ENERGIZE HEATERS WHEN PUMP IS RUNNING.
7. CONTROL THERMOSTAT IS TO BE SET FOR 40°F. DO NOT SET THERMOSTAT LOWER THAN 40°F.
8. A STRAINER IS REQUIRED BEFORE THE SOLENOID MAKE-UP VALVE

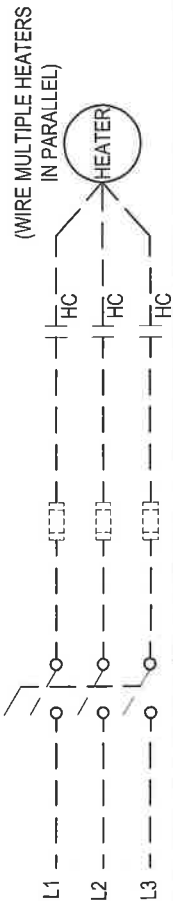
L.E.D. STATUS CODES:

1. L.E.D. ON STEADY: INDICATES NORMAL OPERATION
2. STEADY ONE SECOND FLASHING: DIRTY PROBES - OVERRIDES ALL OTHER STATUS CODES
3. TWO FLASHES AND OFF FOR 5 SECONDS: MAKE-UP ON FOR MORE THAN 1 HOUR
4. THREE FLASHES AND OFF FOR 5 SECONDS: SHORTED OR HIGH CONDUCTIVITY WATER
5. FOUR FLASHES AND OFF FOR 5 SECONDS: SHORT FILL CYCLE - WHITE PROBE IS DIRTY OR NONFUNCTIONAL
6. L.E.D. DOES NOT COME ON AFTER POWER UP OR RESETTING POWER: INDICATES UNIT INOPERATIVE

RECOMMENDED WIRING OF OPTIONAL HEATER PACKAGE

FUSES

MAGNETIC CONTACTS



Baltimore Aircoil

EWLC Wiring
Heater Cutoff

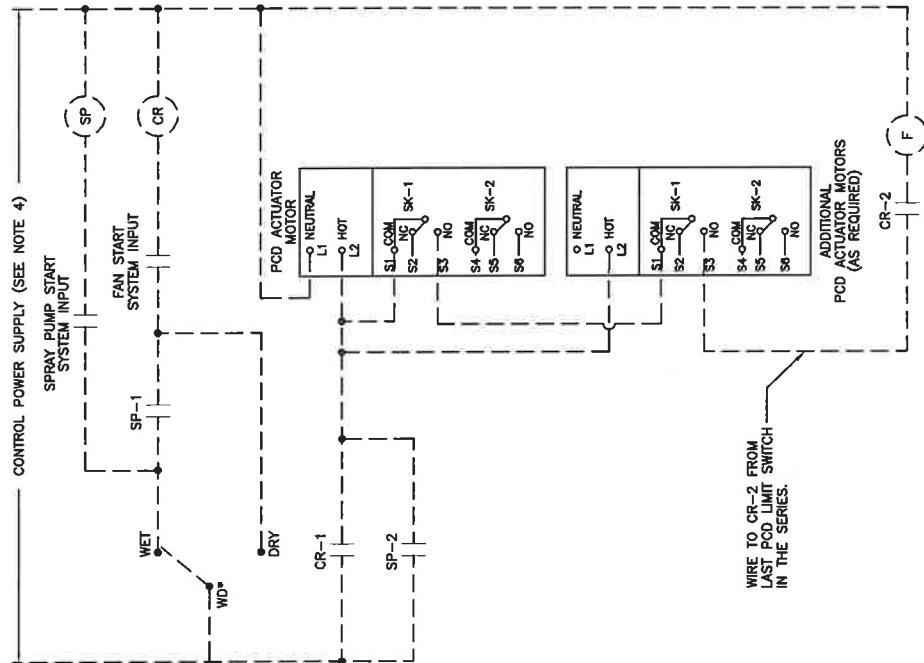
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DRAWING NUMBER:
BAC-BGGJ000000

E

A THERMOSTAT INSTALLED IN THE UNIT'S COIL OUTLET PIPING MAY BE USED TO PROVIDE THE THERMOSTATIC SYSTEM INPUT. THE THERMOSTAT IS TYPICALLY SET 5°F BELOW THE FAN OR FAN DRAINER SET POINT.



MODEL AFBUP-S

COMPONENT LEGEND
 CR: CONTROL RELAY
 F: FAN MOTOR STARTER COIL
 SK: AUXILIARY END SWITCH
 SP: SPRAY PUMP STARTER COIL
 WD: WET/DRY OPERATION SELECTOR SWITCH

NOTES:

1. THE DAMPER ACTUATOR MOTOR(S) ARE SPRING RETURN TYPE, BELIMO (MODEL AFUP-S).
2. THE DAMPER ACTUATOR MOTOR(S) AND LINKAGE(S) ARE FACTORY-MOUNTED ON THE HOOD(S).
3. ALL WIRING TO BE FURNISHED BY FIRMS OTHER THAN BALTIMORE AIRCOIL COMPANY AND MUST COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
4. POWER SUPPLY FOR DAMPER ACTUATOR MOTOR(S) TO BE 24VAC, 240VAC / 24VDC...1250VDC - 50/60 Hz. PROVIDE DISCONNECT MEANS AND OVERLOAD PROTECTION AS REQUIRED.
5. RUNNING POWER CONSUMPTION IS 7 W. HOLDING POWER CONSUMPTION IS 3.5 W.
6. TRANSFORMER SIZING IS 7VA @ 24VAC (CLASS 2 POWER SUPPLY); 8.5VA @ 120VAC; 18VA @ 240 VAC.
7. BROKEN LINES INDICATE WIRING AND COMPONENTS SUPPLIED BY OTHERS.
8. GROUND CONNECTION IS NOT REQUIRED.
9. ACTUATORS MAY BE CONNECTED IN PARALLEL. POWER CONSUMPTION AND INPUT IMPEDANCE MUST BE OBSERVED.
10. TWO BUILT-IN AUXILIARY SWITCHES INCORPORATED FOR END POSITION INDICATION: 24SPDT, 3A (0.5A) @250VAC. ONE SWITCH IS FIXED AT +10°, ONE SWITCH IS ADJUSTABLE 10° TO 90°.

B.A.C.
ORDER NO: U220709001

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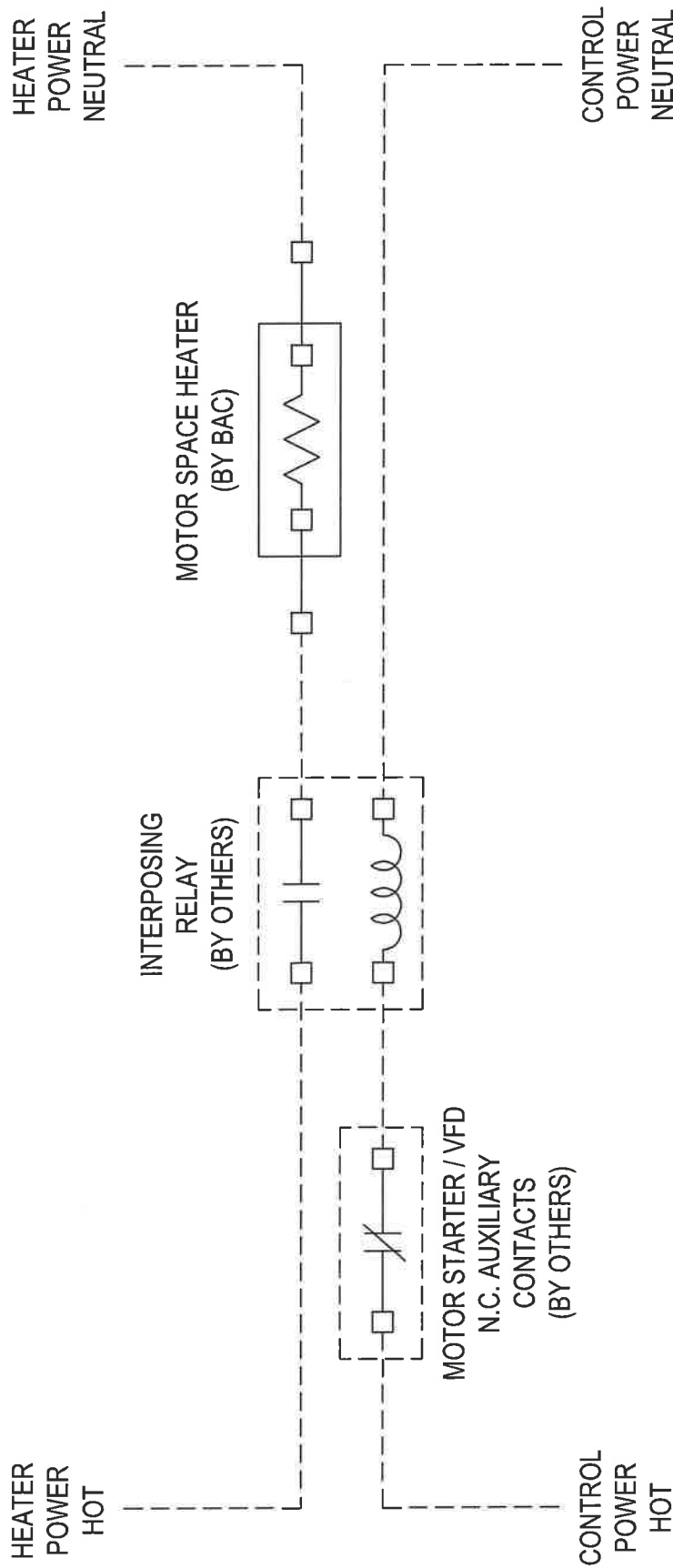
BALTIMORE AIRCOIL
COMPANY

POSITIVE CLOSURE DAMPER CONTROL WIRING DIAGRAM

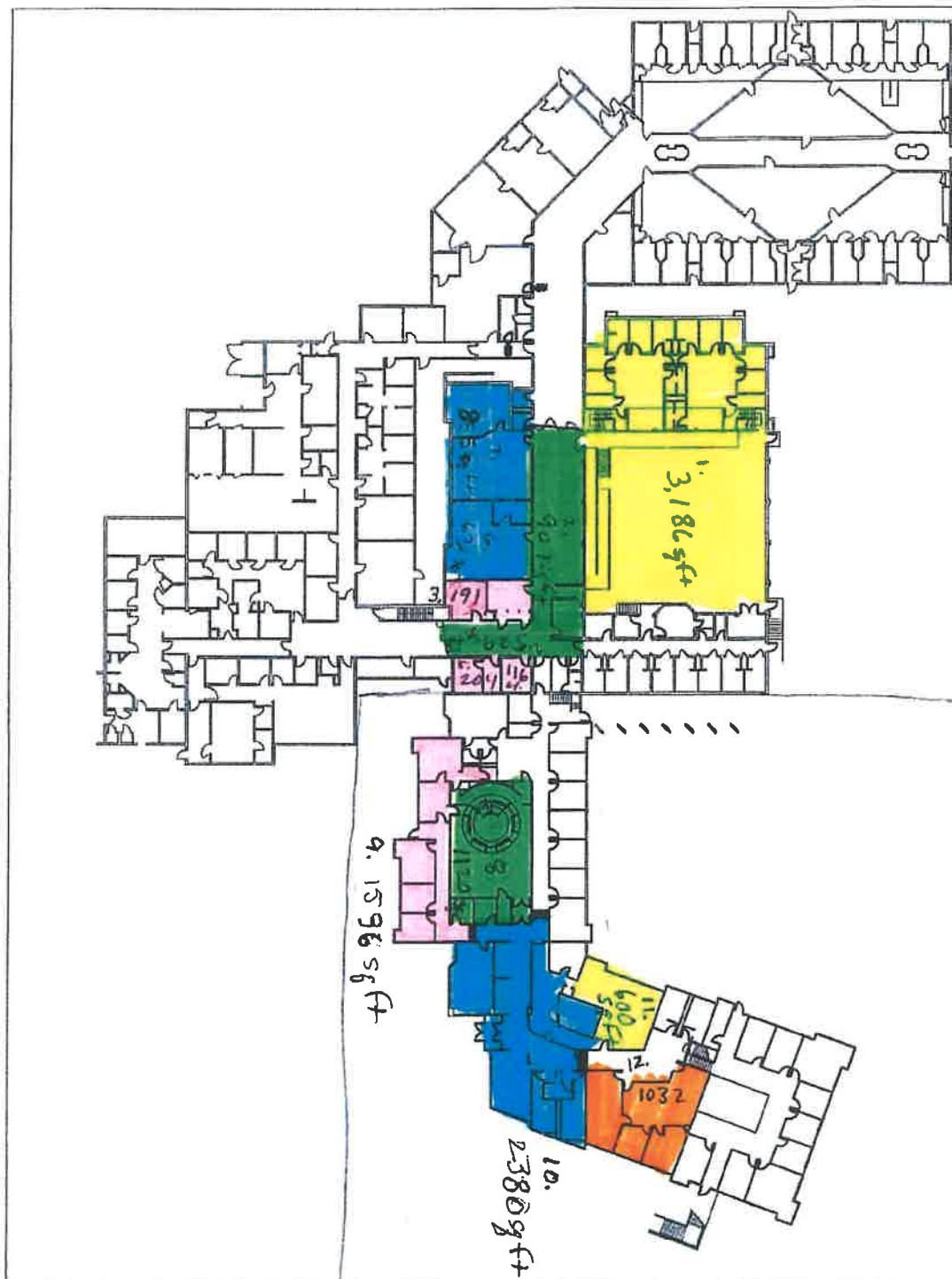
DRAWING NUMBER:
BAC-13251

1) Motor Heater should only be energized when the fan is stopped (0% fan speed).

- 2) Interposing relay must be sized per the heater power consumption.
- 3) Heater sizes shown below are maximum values. Refer to the motor nameplate for final power requirements.
- 4) General heater wiring details shown, see diagram on motor for specific details.
- 5) All wiring must comply with all codes and standards applicable for the installed jurisdiction, which may include requirements for additional disconnects, over current protection, and/or other safety devices.
- 6) Dashed lines represent field supplied wiring.
- 7) Space heater wiring leads may be located in either the main outlet box, or an auxiliary box if so equipped.



For units that ship from the US, heaters are 110-120 VAC/ 50 or 60 Hz based on motor configuration.
For units that ship from China, heaters are 200-240 VAC/ 50 or 60 Hz based on motor configuration.



Detention

Administration

Detention 1977 HVAC

- 1. Gym: 3,186 sq ft
- 9. Hallways: 1,596 sq ft
- 11. Tim's office: 116 sq ft
- 10. Rudy: 116 sq ft
- 12. Mental health: 204 sq ft

Administration 1977 HVAC of essential services

- 8. Court: 1120 sq ft
- 9. LPU/chambers: 1536 sq ft
- 11. Accounting: 600 sq ft
- 12. Administration: 1032 sq ft