

4/17/2024



**RHODE ISLAND  
COLLEGE**

**PURCHASING DEPARTMENT**

600 Mt. Pleasant Avenue, Building #5

Providence, Rhode Island 02908

Phone: 401-456-8047 Fax: 401-456-8528

**BID/PROPOSAL**

**SOLICITATION NUMBER: 44648**

**SOLICITATION TITLE: PENFIELD HALL COOLING TOWER REPLACEMENT—RIC**

**BID PROPOSAL SUBMISSION DEADLINE: MAY 2, 2024 at 2:00 PM**

**NOTICE TO VENDORS:**

This solicitation shall be subject to Procurement Regulation 220-RICR-30-00-4

Per Section 4.6 A(1)c, .....vendors who are not prequalified may bid on a public works project, but the vendor must be prequalified prior to the issuance of the award.

Please follow instructions provided at <https://www.ridop.ri.gov/prequalification/>

Note, Prequalification Packet Form should be submitted in a separate sealed envelope at time of bid submission. This packet should not be included within the Public Copy.

**PREBID CONFERENCE: YES**

☒ NONMANDATORY

☐ MANDATORY

**Date: Monday, April 22, 2024**

**Time: 2:00 PM Location: Physical Plant Building – Facilities Conference Room – 2<sup>nd</sup> floor**

**Note to Bidders:** Questions concerning this solicitation may be emailed to [jcmorelli@ric.edu](mailto:jcmorelli@ric.edu) no later than **April 25, 2024 @ 2:00 PM (EST)**. Please reference the Bid # on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

**PAYMENT AND PERFORMANCE BOND REQUIRED: Yes**

**BID BOND REQUIRED: Yes**

COMPANY NAME: \_\_\_\_\_

STREET AND NUMBER: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER/ FAX: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND TITLE:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**

**NOTICE TO VENDORS:**  
**BIDDER CERTIFICATION COVER FORM**

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulations 5.11, and in addition, for highway and bridge projects, also see Procurement Regulations 5.13, accessible at [www.ridop.ri.gov](http://www.ridop.ri.gov).

**SECTION 2 —DISCLOSURES**

**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate “Y” (Yes) or “N” (No) for Disclosures 1-4, and if “Yes,” provide details below

\_\_\_\_ 1. State whether the Bidder, or any owner, officer, director, manager, stockholder, member, partner, or principal thereof, or any subsidiary or affiliated company has been subject to suspension or debarment by any federal, state, or municipal government agency, authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If “Yes,” provide details below.

\_\_\_\_ 2. State whether your company, or any officer, director, stockholder, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state, or municipal government agency terminated for any reason within the previous 5 years. If “Yes,” provide details below.

\_\_\_\_ 3. State whether your company or any owner, officer, director, stockholder, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If “Yes,” provide details below.

\_\_\_\_ 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheet if necessary):

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**SECTION 3 – OWNERSHIP DISCLOSURE**

Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the vendor is privately held, the vendor shall provide ownership information below.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Vendor; otherwise, complete ownership disclosure is required.

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## SECTION 4 –CERTIFICATIONS

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate Yes (Y) or No (N) and if No, provide details below:

THE VENDOR CERTIFIES THAT: 23 4 5 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer. 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and the RI Division of Purchases Regulations apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein. 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran. 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: 10 I/we certify that the above information is correct and complete. IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER. Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. Vendor/Company Name; Vendor's Signature: Bid Number: Date: (Person Authorized to enter into contracts; signature must be in ink) (if applicable)

### THE BIDDER CERTIFIES THAT:

\_\_\_\_ 1. I/we certify that I/we will immediately disclose, in writing, to the College Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

\_\_\_\_ 2. I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the RIC as a public agency and gives binding contractual authority to the Rhode Island College Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of Rhode Island College may be disregarded and shall not be binding on Rhode Island College.

\_\_\_\_ 3. I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island College Purchasing Agent in writing of such circumstance.

\_\_\_\_ 4. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island College Purchasing Agent in writing of such circumstance.

\_\_\_\_ 5. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island College Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_\_\_ 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principles, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.

\_\_\_\_ 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws 37-2.5-3 as a person or

entity engaging in investment activities in Iran described in 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_\_\_ 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Certification details (continue on additional sheet if necessary):

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Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviews this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

## BIDDER

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Printed name and title of person signing on behalf of Bidder

**RETURN OF BID INVITATION** - Bids must be mailed/delivered to **RHODE ISLAND COLLEGE PURCHASING DEPARTMENT, BUILDING #5** in a sealed envelope furnished, by the time and date specified for the opening of responses. Bids misdirected to other locations or which are not present at the time of opening for whatever cause will be considered to be late, and will be returned unopened. For the purposes of this requirement the official time and date shall be that of the date/time stamp in the reception area.

**State of Rhode Island**  
**PAYER'S REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**

**THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.**

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

**Social Security No. (SSN)**

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**Employer ID No. (EIN)**

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**NAME**

**ADDRESS**

**(REMITTANCE ADDRESS, IF DIFFERENT)** \_\_\_\_\_

**CITY, STATE AND ZIP CODE** \_\_\_\_\_

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), **and**
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_ TEL NO. \_\_\_\_\_

**BUSINESS DESIGNATION:**

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐  
 Partnership ☐ Corporation ☐ Trust/Estate ☐ Legal Services Corporation ☐

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

Mail to: Rhode Island College, Purchasing Department, Building #5  
 600 Mt. Pleasant Avenue, Providence, RI 02908

## PUBLIC WORKS RFQ – AGENCY SOLICITATION SPECIFICATIONS

RFQ 44648

### DESCRIPTION: PENFIELD COOLING TOWER REPLACEMENT - RIC

#### **Insurance Requirements:**

In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and General Conditions - Addendum A found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

#### ***General Requirements:***

- 1a) ☒ Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- 1b) ☒ Workers compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
- 1c) ☒ Automobile liability - \$1,000,000 each occurrence combined single limit.
- 1d) ☐ Crime - \$500,000 per occurrence or 50% of contract amount, whichever is greater.

#### ***Professional Services:***

- 1e) ☐ Professional liability (“errors and omissions”) - \$2,000,000 per occurrence, \$2,000,000 annual aggregate.
- 1f) ☐ Environmental/Pollution Liability when past, present or future hazard is possible - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 1g) ☐ Working with Children, Elderly or Disabled Persons – Physical Abuse and Molestation Liability Insurance - \$1 Million per occurrence.

#### ***Information Technology and/or Cyber/Privacy:***

- 1h) ☐ Technology Errors and Omissions - Combined single limit per occurrence shall not be less than \$5,000,000. Annual aggregate limit shall not be less than \$5,000,000.
- 1i) ☐ Information Technology Cyber/Privacy – minimum limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If Contract Party provides:
  - a) ☐ key back office services Contract Party shall have a minimum limit of \$10,000,000 per occurrence and \$10,000,000 annual aggregate;
  - b) ☐ if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1, et seq., or as otherwise defined in the Contract (together

- Confidential Information”), Contract Party shall have as a minimum the per occurrence, per annual aggregate, the total rounded product of projected number of persons data multiplied by \$25 per person breach response expense per occurrence; but no less than \$5,000,000 per occurrence, per annual aggregate; or,
- c) ☐ if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data \$20,000,000 per occurrence and in the annual aggregate.

**Other:**

Specify insurance type and minimum coverage required, e.g. builder’s risk insurance, vessel operation (marine or aircraft):

- 1j) ☐ Other - Specify insurance type and minimum coverage required

**AIA Contract**

Rhode Island custom AIA contract designated below outlining the scope and special terms and conditions covering the work, *executed by an authorized representative of your company*. Vendor shall obtain the Rhode Island custom AIA contract at: <https://documentsondemand.aia.org/?filter=Rhode>.

- 2a) ☒ AIA A101-2017 Standard Form of Agreement Between Owner and Contractor with State of Rhode Island revisions dated 7-25-19.
- 2b) ☐ AIA A104-2017 Standard Abbreviated Form of Agreement Between Owner and Contractor with State of Rhode Island revisions dated 9-10-19.
- 2c) ☐ AIA B101-2017 Standard Form of Agreement Between Owner and Design Agent with State of Rhode Island revisions dated 9-10-19.
- 2d) ☐ AIA B102-2017 Standard Form of Agreement Between Owner and Design Agent without a Predefined Scope of Design Agent’s Services with State of Rhode Island revisions dated 9-10-19.
- 2e) ☐ AIA B104-2017 Standard Abbreviated Form of Agreement Between Owner and Design Agent with State of Rhode Island revisions dated 9-10-19.
- 2f) ☐ AIA C172-2014 Standard Form of Agreement Between Owner and Program Manager for use on a Single Project with State of Rhode Island revisions dated 9-13-19.
- 2g) ☒ AIA A201-2007 General Conditions of the Contract for Construction with State of Rhode Island Revisions dated 9-10-19.
- 2h) ☐ Other - Specify required AIA contract document

**SECTION A. BACKGROUND**

Rhode Island College (RIC) is soliciting contractor proposals for the removal and replacement of the Penfield Hall Cooling Tower at Rhode Island College, as described herein.

## SECTION B: SCOPE OF WORK AND REQUIREMENTS

### General Scope of Work:

Contracting services for the removal of existing cooling tower, and installation of (1) new in kind cooling tower, associated piping, and catwalks. See the attached BAC Cooling Tower Unit Specifications including the noted differences comparing the existing unit to the new BAC cooling tower that is to be replaced. The new BAC Cooling tower shall include a louver face platform (catwalk) (*see attached image*), new water treatment equipment, and new VFD Equipment (*see below for additional information*).

### Specific Activities / Tasks:

- Obtain all applicable and trade permits needed from state agencies (RIBCC, etc.)
- Demolition and removal of the old cooling tower and piping to roof penetration.
- Provide a new all stainless-steel Baltimore Aircoil Cooling (BAC) tower including catwalk with ladder, and piping. See attached BAC product data & shop drawings.
- Include all Electrical power, Siemens control wiring, water treatment system, plumbing, and insulation scope.
- Provide crane, crew, rigging, and safety measures to properly off-load and install roof-top equipment.
  - *Due to unknown soil conditions the crane must be placed on the pavement with proper dunnage/counterweights/etc. See attached site sketch for additional information.*
  - *Barriers and signage must be provided by the contractor to the satisfaction of the User Agency to separate the work area from occupied areas. Appropriate signage, approved by the User Agency, shall be placed at all potential entrances to the Project Site and maintained throughout the project.*
  - *The Building and surrounding areas will be occupied during construction. The Contractor shall be solely responsible for initiating, maintaining and supervising safety, security and protection programs and shall comply with all applicable laws, ordinances, rules, and regulations concerning safety of people and the protection of property.*
- Include all associated material, start-up, commissioning, 1-year warranty, and as-built documentation
  - Electronic and hard-copies.
- Replace all piping from the cooling tower to and including the 90deg elbows just before the piping penetrates the existing roof.
- Remove and replace all dunnage supporting the piping with proper code compliant roofing material protection and pipe support.
- Work will be performed during normal (7:00am to 4pm) business hours.
- New piping to have code compliant insulation and jacketing.
- Provide water hose connection and valve (*similar to existing*) providing RIC Facilities with the ability to connect a hose for wash down at unit.
- Vendor to provide all MEP services required to provide a fully functioning/code compliant installation.
  - All new controls to be Siemens and tie into/communicate with existing RIC Facilities Campus BMS.
  - Provide new ABB Drive (Compatible with RIC Facilities Campus Standards) in lieu of standard drive with new BAC Unit.
    - New Drive to be installed in a NEMA 4 enclosure at the roof unit.



Solicitation #: 44648

Solicitation Title: Penfield Hall Cooling Tower Renovations

## BID FORM

To: Rhode Island College  
Purchasing Office, Building #5 – East Campus  
600 Mt. Pleasant Avenue, Providence, RI 02908

Bidder:

\_\_\_\_\_  
Legal name of entity

\_\_\_\_\_  
Address (street/city/state/zip)

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Contact email

\_\_\_\_\_  
Contact telephone

\_\_\_\_\_  
Contact fax

### 1. **BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$

\_\_\_\_\_  
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

### **Allowances**

The Base Bid Price includes the costs for the following Allowances:

1. N/A

### **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

### **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: \_\_\_\_\_

Solicitation #: 44648

Solicitation Title: Penfield Hall Cooling Tower Renovations

Addendum No. 2 dated: \_\_\_\_\_

Addendum No. 3 dated: \_\_\_\_\_

Addendum No. 4 dated: \_\_\_\_\_

## **2. ALTERNATES (Additions/Subtractions to Base Bid Price)**

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

**Alternate: None**

## **3 UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

**Unit Prices: None**

## **4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Shop Drawing Submission: Within 14 calendar days of issued PO.
- Substantial Completion: Within 18 weeks of issued PO
- Final Completion: Within 22 weeks of issued PO

## **5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$250/day.

**Two-Hundred-Fifty dollars per calendar day.**

**This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.**

**If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance**

Solicitation #: 44648

Solicitation Title: Penfield Hall Cooling Tower Renovations

**and receipt of the purchase order from the State and authorization from the user agency.**

**The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

**BIDDER**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature in ink

\_\_\_\_\_  
Printed name and title of person signing on behalf of Bidder

# \_\_\_\_\_  
Bidder's Contractor Registration Number

# **INVITATION TO BID**

## **Electronic Solicitation Bidding Information**

### **Downloading and Accessing Additional Electronic Solicitation Files**

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**DIVISION OF PURCHASES  
INSTRUCTIONS TO BIDDERS  
PUBLIC WORKS SERVICES (PWS)**

**Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

**Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

**Offer to Contract**

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

### **Addenda**

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

### **Inspection**

The bidder is responsible for carefully reviewing all of the requirements of this solicitation; inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

### **Prebid Conference**

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

### **Costs**

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

### **Preparation of Bid Proposal**

Bid proposals must be made on the Request for Quote included in the solicitation. The bidder must complete the Unit Price and Total columns for each item listed and include specifications (including specifications where the solicitation requires a particular brand) in a legible manner, printed electronically, typed, or handwritten in ink. Items in catalogs must be clearly marked and pages tabbed. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

### **Submission of Bid Proposal**

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

*The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted by the date and time specified for the bid proposal submission deadline.* Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island College  
Purchasing Department, East Campus  
600 Mt. Pleasant Avenue, Building #5  
Providence, RI 02908

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

### **Bid Price**

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Division of Purchases in the order of priority listed in the Bid Form.

### **Bidder Certification Cover Form**

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

### **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a ***read-only*** CD-R media disk. The disk must include ***all of the documents*** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber\_Bid Proposal Submission Deadline\_BidderName\_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

***Example:*** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a ***read-only*** CD-R media disk as the "public copy."*

### **Contractors Registration**

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.



### **Subcontractors**

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

### **Taxes**

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

### **Bid Surety**

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.*) An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

### **Divestiture of Investments in Iran Requirement**

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

### **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

### **Withdrawal**

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

### **Reservation of Rights**

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

### **Award**

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Request for Quote. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. A binding contract, to the extent of available funds, between the State of Rhode Island and the successful bidder will be formed by the issuance, *and only by the issuance*, of a Purchase Order from the Division of Purchases. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

### **Prevailing Wages**

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

### **Occupational Safety**

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

### **Hazardous Substances**

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

### **Substitutions**

Any proposal in response to a request for substitutions in the solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

### **Licenses**

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

## **Insurance**

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<b><u>Type of Insurance</u></b>	<b><u>Amount of Coverage</u></b>
<b>Comprehensive General Liability</b>	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
<b>Automobile Liability</b>	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
<b>Workers Compensation</b>	
Coverage B	\$100,000
Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater

*The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.*

### **Minority Business Enterprises**

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at [www.mbe.ri.gov](http://www.mbe.ri.gov) or (401) 574-8670.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration (State Equal Opportunity Office) within the 21-day period following the tentative letter of award. Information about this requirement is available at [www.diversity.ri.gov/eeo/eoophagehome.htm](http://www.diversity.ri.gov/eeo/eoophagehome.htm) or (401) 222-3090.

### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

### **Sprinkler Impairment**

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

### **Campaign Finance**

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

### **Binding Contract**

A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Cover Form, the Agreement (if applicable to this solicitation), and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

### **Compliance with Terms of Contract**

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

**Department of Labor and Training**

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Chafee

Governor

Charles J. Fogarty

Director

**STATE CONTRACT ADDENDUM**

**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**

**PREVAILING WAGE REQUIREMENTS**

**(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm), [poster/htm](http://poster/htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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Department of Labor and Training

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Cranston, RI 02920-4407

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Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



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APPENDIX A

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

**§37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

**APPENDIX B**

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) ) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

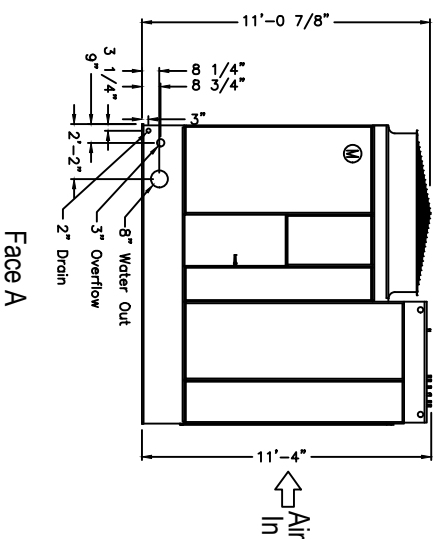
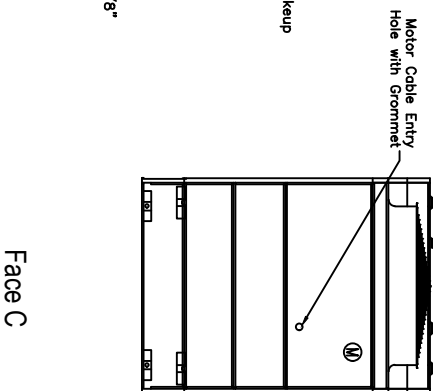
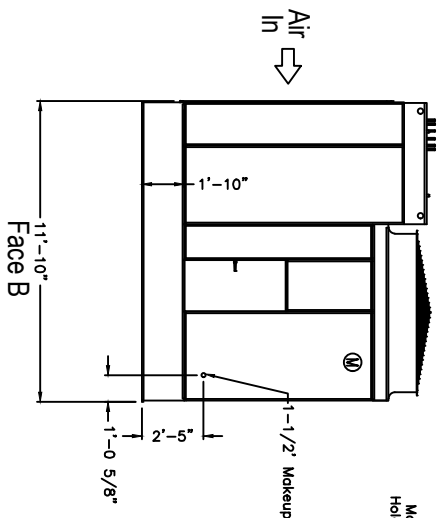
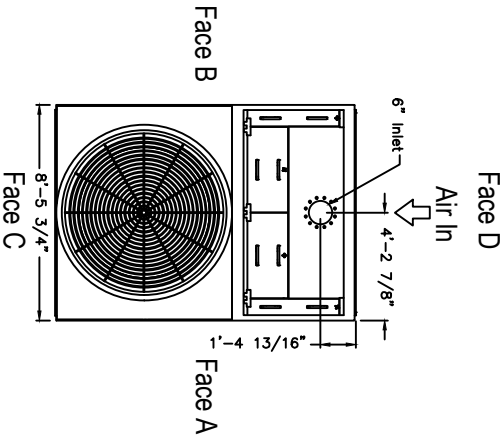
(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

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.



Model Number	Shipping Weight	Operating Weight	Heaviest Section
XES15E-1285-07JN	4620	9650	4620

RIGHT HAND

ORDER NO: 85544\_XES15E-1285-07JN

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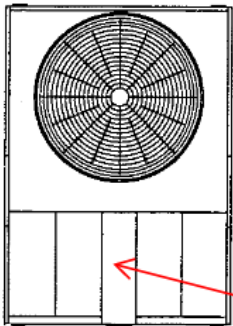
BALTIMORE  
AIRCOIL COMPANY

Series 1500 Single Cell Unit Print

DRAWING NUMBER:

UP-85544\_XES15E-1285-07JN

EXISTING UNIT



PLAN VIEW

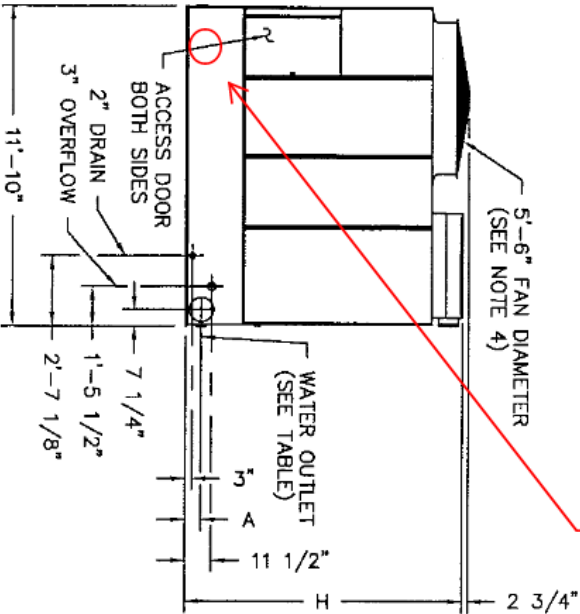
NEW INLET WOULD BE ON TOP OF THE TOWER HOT BASIN. RE-PIPING NECESSARY

NEW OUTLET WOULD BE OVER HERE. RE-PIPING NECESSARY

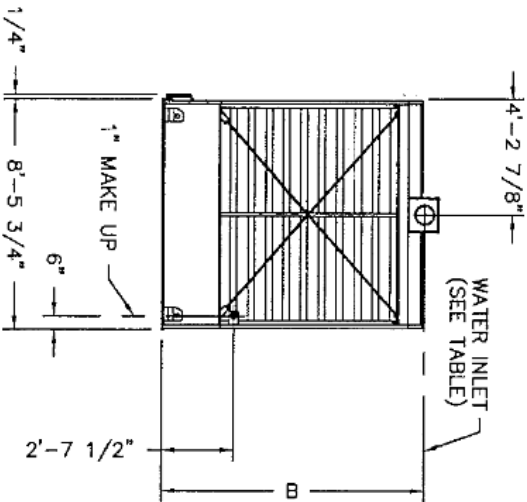
MODEL NUMBER	SHIPPING WEIGHT	FLOW RATE (USGPM)		OPER. WEIGHT @		B	H
		NOMINAL FLOW	MAXIMUM FLOW	NOMINAL	MAXIMUM		
15146	3940	438	743	7450	7920	9'-8 5/8"	10'-2 7/8"
15160	3960	480	813	7540	7940	9'-8 5/8"	10'-2 7/8"
15176	4010	528	894	7640	7990	9'-8 5/8"	10'-2 7/8"
15162	4200	486	805	7990	8610	11'-0 5/8"	11'-6 7/8"
15177	4220	531	887	8100	8630	11'-0 5/8"	11'-6 7/8"
15201	4280	603	996	8290	8690	11'-0 5/8"	11'-6 7/8"
15219	4300	657	1083	8360	8710	11'-0 5/8"	11'-6 7/8"

WATER INLET AND OUTLET SIZING			
FLOW RANGE	WATER INLET SIZE	WATER OUTLET SIZE	A
260-850	6"	8"	7"
851-1000	8"	8"	7"

- NOTES:
1. CONNECTIONS 3" & SMALLER ARE MPT. CONNECTIONS 4" & LARGER ARE GROOVED TO SUIT A MECHANICAL COUPLING AND BEVELED FOR WELDING.
  2. ALL DIMENSIONS ARE IN FEET AND INCHES. WEIGHTS ARE IN POUNDS.
  3. FOR WEIGHT LOADING AND SUPPORT REQUIREMENTS REFER TO THE SUGGESTED STEEL SUPPORT DRAWING.
  4. THE AREA ABOVE THE DISCHARGE OF THE FAN MUST BE UNOBSTRUCTED.
  5. FOR ACTUAL OPERATING WEIGHT INTERPOLATE BETWEEN FLOW RATES GIVEN.



END ELEVATION



SIDE ELEVATION

[ RH UNIT ]

B.A.C.  
ORDER NO: U065476901

DATE: 06/07/96



BALTIMORE AIRCOIL  
COMPANY

SERIES 1500  
COOLING TOWER

DRAWING NUMBER:

A



# **SERIES 1500 LOUVER FACE PLATFORM** **VS. HOT WATER BASIN HANRAIL**





**BALTIMORE AIRCOIL COMPANY**  
Submittal Data Form

May 23, 2006

Your P. O. Number:

Our B.A.C. Number: U065476901

**Sold To:** Aero  
10 Leah Street  
Johnston, RI 02919

**Project:** Rhode Island College -- Providence, RI

**Engineer:**  
**Representative:** Emerson-Swan Inc. (JAMIE GOODRICH)

**One (1) Model 15162 Cooling Tower Unit**  
All Information is Per Unit

**Certified Capacity:** 498 USGPM of Water from 95°F to 85°F at 77.65°F entering air wet bulb.

**Fan Motor(s):** One (1) 7.5 HP fan motor: totally-enclosed, air-over (TEAO), inverter duty, suitable for 460 volt, 3 phase, 60 hertz electrical service. Fan 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
<b>BAC Terms and Conditions of Sale</b> <b>Mechanical Specifications</b> <b>Submittal Drawings/Diagrams</b> Unit Print - Right Hand (BAC-16500A) Steel Support (BAC-16505A) Electric Water Level Control Location (BAC-13183A) EC Enclosure (BAC-C50-35750) EC Wiring (BAC-EC-C-2-V1K-A0A-1-A0A-A0A-0-0A0-0A-A-0-1A-1-A-B) VFD Enclosure (BAC-C00754-3001) VFD Wiring (BAC-C90101-4002)	<ul style="list-style-type: none"><li>• CTI Certified Thermal Performance</li><li>• Steel Panels and Structural Members are Constructed of Galvanized Steel with a Welded Stainless Steel Cold Water Basin</li><li>• Standard Fan Driven by BALTIDRIVE® Power Train</li><li>• PVC Film Wet Deck Material &amp; Drift Eliminators</li><li>• Louver Face Inlet with End Outlet for Pump Suction Application</li><li>• Galvanized Steel Fan Guard</li><li>• Electric Water Level Control Package</li><li>• Extended Bearing Lubrication Lines</li><li>• Internal Walkway</li><li>• Enclosed Control(s), Variable Frequency Drive(s)</li></ul>

Thank you for your order. Further processing of your order is contingent upon receipt of approved submittals. Early release is necessary to meet your project requirements.

Current Rigging and Installation Instructions, as well as Operating and Maintenance Instructions, are available at our website: [www.baltimoreaircoil.com](http://www.baltimoreaircoil.com).

CC: Emerson-Swan Inc.



## 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 products 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, bearings, sheaves, gearboxes, driveshafts, couplings, mechanical equipment supports and fan motors. 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 is the first to occur. Parts purchased after expiration of the warranty on the original parts they replace (including those parts originally warranted for a five (5) year period) 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 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 cause 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.

**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.

**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.

(Revision -- 03/15/2004)



## Baltimore Aircoil Company Mechanical Specifications



05/23/2006

Project: Rhode Island College  
Customer: Aero  
Purchase Order No.:  
Engineer:  
Model: One (1) Model 15162 Cooling Tower Unit  
B.A.C. Serial No.: U065476901

All Information is Per Unit

### Unit Type:

Factory assembled, induced draft, crossflow cooling tower with vertical air 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 9001:2000 certified.

### Unit Efficiency:

The cooling tower(s) complies with the energy efficiency requirements established by ASHRAE Standard 90.1-2001.

### Fan Motor:

One (1) 7.5 HP fan motor: totally-enclosed, air-over (TEAO), inverter duty, suitable for 460 volt, 3 phase, 60 hertz electrical service. 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.

### CTI Certification:

The thermal performance is certified by the Cooling Technology Institute in accordance with CTI Certification Standard STD-201.

### Material of Construction:

Structural steel components, including casing panels, 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. Cold water basin is constructed of heavy gauge, weldable, Type 304 stainless steel. All factory seams between panels inside the basin are welded water-tight. The cold water basin includes a depressed section with drain/clean-out connection and fill section is elevated to promote easier cleaning. The cold water basin is provided with a five (5) year leak proof guarantee.

Hot water distribution basin is gravity type constructed of heavy gauge, G-235 (Z700 metric) hot-dip galvanized steel and includes a removable pre-strainer with perforated openings sized smaller than water distribution nozzle orifices. Polypropylene metering orifices are provided to assure even distribution of water over the wet deck surface. Heavy gauge, G-235 (Z700 metric) hot-dip galvanized steel covers are furnished to prevent the accumulation of debris and algae in the hot water distribution basin.

Air inlet louvers are constructed of fiberglass-reinforced polyester (FRP) panels. Air inlet louvers are wave-formed, FRP, spaced to minimize air resistance and prevent water splash-out.

#### **Fan & 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 housings are non-corrosive cast aluminum. The BALTDRIVE® Power Train fan drive motors, is warranted against defects in materials and workmanship for five years or 50,000 hours of operation.

Fan(s) and steel fan shaft(s) are supported by heavy-duty, self-aligning, grease-packed, ball bearings with special seals for protection against dust and moisture. All bearings have a minimum L10 life of 40,000 hours (280,000 hours average life).

#### **Wet Deck :**

The BACross® Wet Deck Surface 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 wet deck surface is elevated above the cold water basin floor to facilitate cleaning. The eliminators are designed to effectively strip entrained moisture from the leaving airstream with a minimum of air resistance. This wet deck is suitable for a maximum entering water temperature of 120°F (48.8°C).

#### **Inlet/Outlet Connections:**

Water enters the tower through a single inlet connection and passes through a pre-strainer before flowing into the gravity distribution basin.

A pipe stub connection(s) of a metal compatible with the cold water basin material and appropriately sized for design flow is provided. The connection is beveled for weld and grooved for mechanical connection. 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.

#### **Fan Guard Option:**

A heavy gauge, hot-dip galvanized steel wire fan guard complying with OSHA standards is provided over each fan cylinder. (Fan guard is not included with units provided with discharge sound attenuation.)

#### **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.

### Extended Lubrication Lines:

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

### Internal Access Options:

The unit has access doors on both ends and a steel internal walkway to enable maintenance inside the unit. All components meet pertinent OSHA standards.

### BAC Control Package

Qty per Order	BAC Control Package Selection
1	BAC Control Package System Voltage: 460 System Frequency: 60

### Each BAC Control Package Includes:

#### Enclosed Control

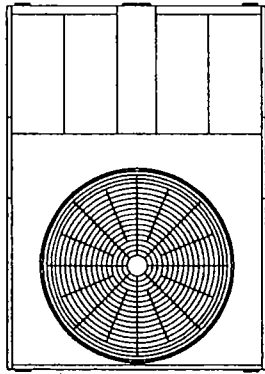
Enclosure: NEMA 3R  
Disconnect Type: Circuit Breaker  
Control Voltage: 120

Qty	Item
1	Enclosed Control; Includes Vibration Cutout Switch Interface, EWLC Interface Catalog Number: BAC-EC-C-2-V1K-A0A-1-A0A-A0A-0-0A0-0A-A-0-1A-1-A-B Enclosure Drawing: BAC-C50-35750 Wiring Diagram: BAC-EC-C-2-V1K-A0A-1-A0A-A0A-0-0A0-0A-A-0-1A-1-A-B

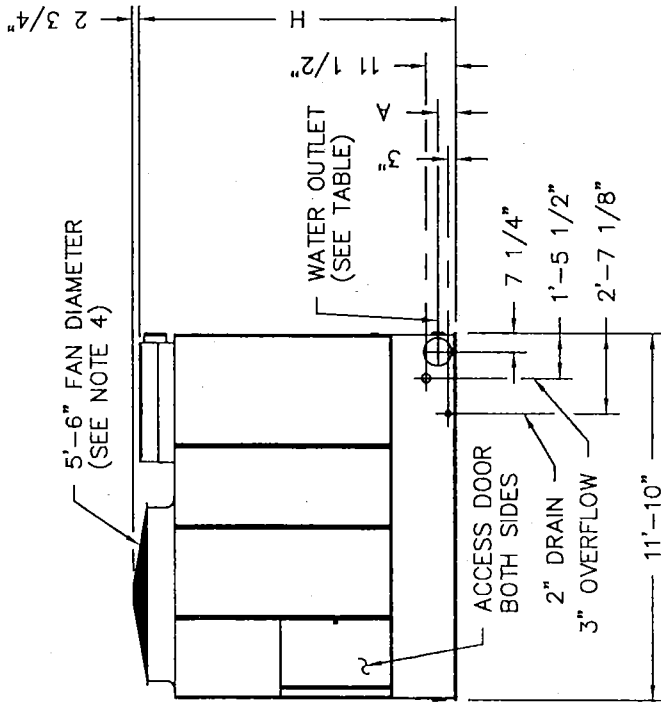
### Variable Frequency Drives

Enclosure: NEMA 3R  
Disconnect Type: Circuit Breaker  
Bypass: 3-Contactor Bypass

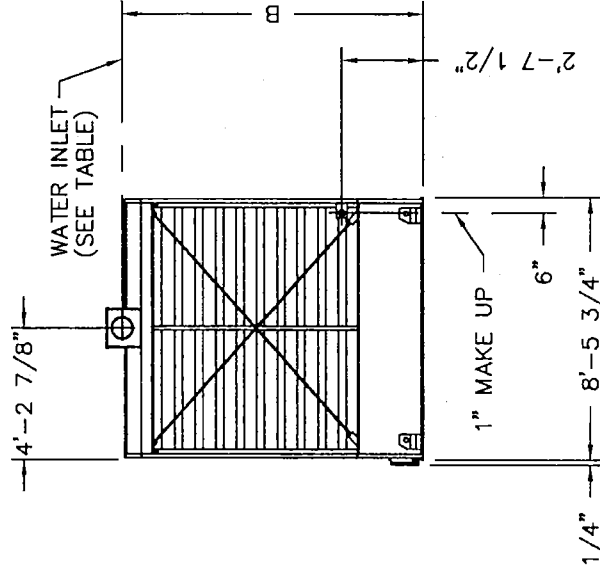
Qty	Item
1	VFD for 7.5 HP Main Fan Motor; Includes Vibration Cutout Switch Interface Catalog Number: BAC00734B1K9P6 Enclosure Drawing: BAC-C00754-3001 Wiring Diagram: BAC-C90101-4002



PLAN VIEW



END ELEVATION



SIDE ELEVATION

MODEL NUMBER	SHIPPING WEIGHT	FLOW RATE (USGPM)		OPER. WEIGHT @		B	H
		NOMINAL FLOW	MAXIMUM FLOW	NOMINAL	MAXIMUM		
15146	3940	438	743	7450	7920	9'-8 5/8"	10'-2 7/8"
15160	3960	480	813	7540	7940	9'-8 5/8"	10'-2 7/8"
15176	4010	528	894	7640	7990	9'-8 5/8"	10'-2 7/8"
15162	4200	486	805	7990	8610	11'-0 5/8"	11'-6 7/8"
15177	4220	531	887	8100	8630	11'-0 5/8"	11'-6 7/8"
15201	4280	603	996	8290	8690	11'-0 5/8"	11'-6 7/8"
15219	4300	657	1083	8360	8710	11'-0 5/8"	11'-6 7/8"

WATER INLET AND OUTLET SIZING		
FLOW RANGE	WATER INLET SIZE	WATER OUTLET SIZE
260-850	6"	8"
851-1000	8"	8"

- NOTES:
1. CONNECTIONS 3" & SMALLER ARE MPT. CONNECTIONS 4" & LARGER ARE GROOVED TO SUIT A MECHANICAL COUPLING AND BEVELED FOR WELDING.
  2. ALL DIMENSIONS ARE IN FEET AND INCHES. WEIGHTS ARE IN POUNDS.
  3. FOR WEIGHT LOADING AND SUPPORT REQUIREMENTS REFER TO THE SUGGESTED STEEL SUPPORT DRAWING.
  4. THE AREA ABOVE THE DISCHARGE OF THE FAN MUST BE UNOBSTRUCTED.
  5. FOR ACTUAL OPERATING WEIGHT INTERPOLATE BETWEEN FLOW RATES GIVEN.

B.A.C.  
ORDER NO: U065476901  
DATE: 05/23/06



SERIES 1500  
COOLING TOWER  
DRAWING NUMBER:  
BAC-16500A

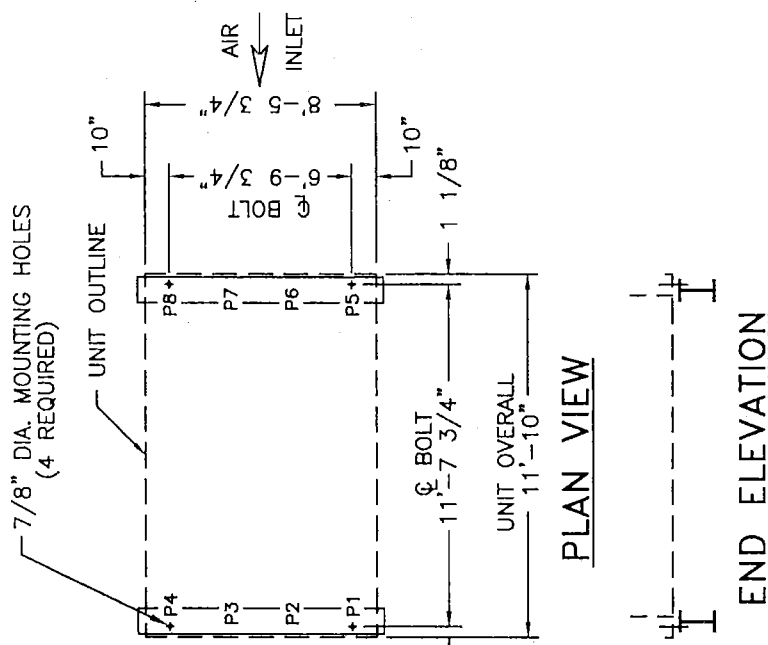
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[ RH UNIT ]



MODEL NUMBER	SHIPPING WEIGHT	FLOW RATE (USGPM)		WEIGHT LOADING (LBS.)															
		NOMINAL FLOW	MAXIMUM FLOW	@ NOMINAL FLOW				@ MAXIMUM FLOW											
				OPER. WEIGHT	P1	P2	P3	P4	P5	P6	P7	P8	OPER. WEIGHT	P1	P2	P3	P4	P5	P6
15146	3940	438	743	7450	875	755	755	875	1845	250	1845	7920	935	795	935	1960	270	270	1960
15160	3960	480	813	7540	890	765	765	890	1865	250	1865	7940	935	800	935	1965	270	270	1965
15176	4010	528	894	7640	900	775	775	900	1890	255	1890	7990	945	805	945	1975	270	270	1975
15162	4200	486	805	7990	945	810	810	945	1980	260	1980	8610	1020	865	1020	2125	295	295	2125
15177	4220	531	887	8100	960	820	820	960	2005	265	2005	8630	1020	870	1020	2130	295	295	2130
15201	4280	603	996	8290	980	840	840	980	2050	275	2050	8690	1030	875	1030	2145	295	295	2145
15219	4300	657	1083	8360	990	850	850	990	2065	275	2065	8710	1030	880	1030	2150	295	295	2150

- NOTES:
1. SUPPORTING STEELWORK AND ANCHOR BOLTS TO BE DESIGNED AND FURNISHED BY OTHERS.
  2. ALL SUPPORTING STEEL MUST BE LEVEL AT TOP.
  3. BEAMS SHOULD BE SELECTED IN ACCORDANCE WITH ACCEPTED STRUCTURAL PRACTICE, MAXIMUM DEFLECTION OF BEAM UNDER UNIT TO BE 1/360 OF SPAN, NOT TO EXCEED 1/2 INCH.
  4. ALTERNATELY THE TOWER MAY BE SUPPORTED ON COLUMNS AT THE FOUR CORNERS OF THE UNIT. CONSULT YOUR BAC REPRESENTATIVE FOR DETAILS.
  5. IF VIBRATION ISOLATION RAILS ARE USED BETWEEN TOWER AND SUPPORTING STEEL, BE CERTAIN TO ALLOW FOR THE LENGTH OF THE VIBRATION RAILS WHEN DETERMINING LENGTH OF SUPPORTING STEEL. VIBRATION RAIL LENGTH AND MOUNTING HOLE LOCATIONS MAY DIFFER FROM THOSE OF THE COOLING TOWER. REFER TO VIBRATION ISOLATOR DRAWINGS FOR THIS DATA.
  6. OPERATING WEIGHT AND WEIGHT LOADING ARE FOR TOWER WITH WATER LEVEL IN PAN AT OVERFLOW.
  7. FOR ACTUAL OPERATING WEIGHT INTERPOLATE BETWEEN FLOW RATES GIVEN.



B.A.C.  
ORDER NO: U065476901

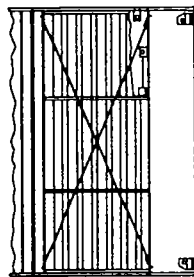
BALTIMORE AIRCOIL  
COMPANY

SERIES 1500  
STANDARD STEEL SUPPORT

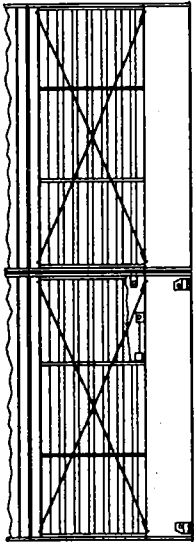
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DRAWING NUMBER:  
BAC-16505A

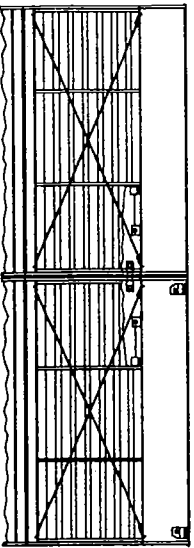
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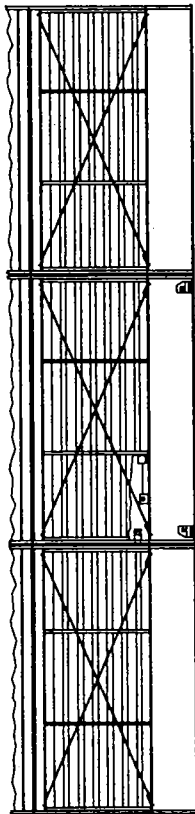
ONE CELL RH UNIT  
LH UNIT IS OPPOSITE



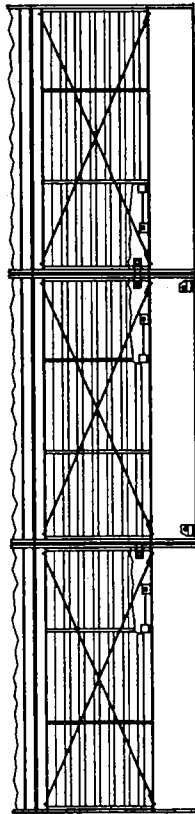
TWO CELL UNIT



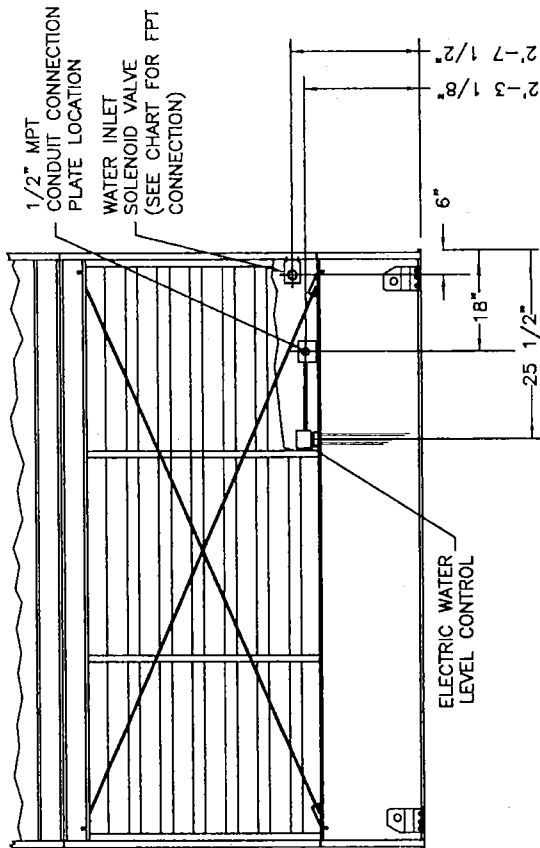
TWO INDEPENDENT CELL UNIT  
(2 VALVES AND 2 CONNECTIONS)



THREE CELL UNIT



THREE INDEPENDENT CELL UNIT  
(3 VALVES AND 3 CONNECTIONS)



ONE CELL ELEVATION  
RH UNIT SHOWN, LH UNIT CONNECTIONS  
ARE ON OPPOSITE END OF UNIT.

UNIT INFORMATION		VALVE SIZES					
		ONE CELL	TWO CELL	THREE CELL	INDEPENDENT CELL		
MODEL NO.	BOX SIZE	VALVE/CONN.	VALVE/CONN.	VALVE/CONN.	VALVE/CONN.	VALVE	CONN.
15162 - 15219	8.5 X 12 X 112	3/4"	1"	1 1/2"	1 1/2"	2"	3/4" 1"

SERIES 1500

B.A.C.  
ORDER NO: U065476901

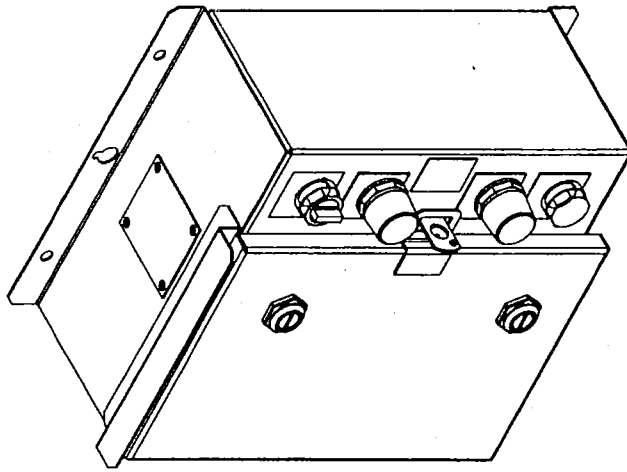
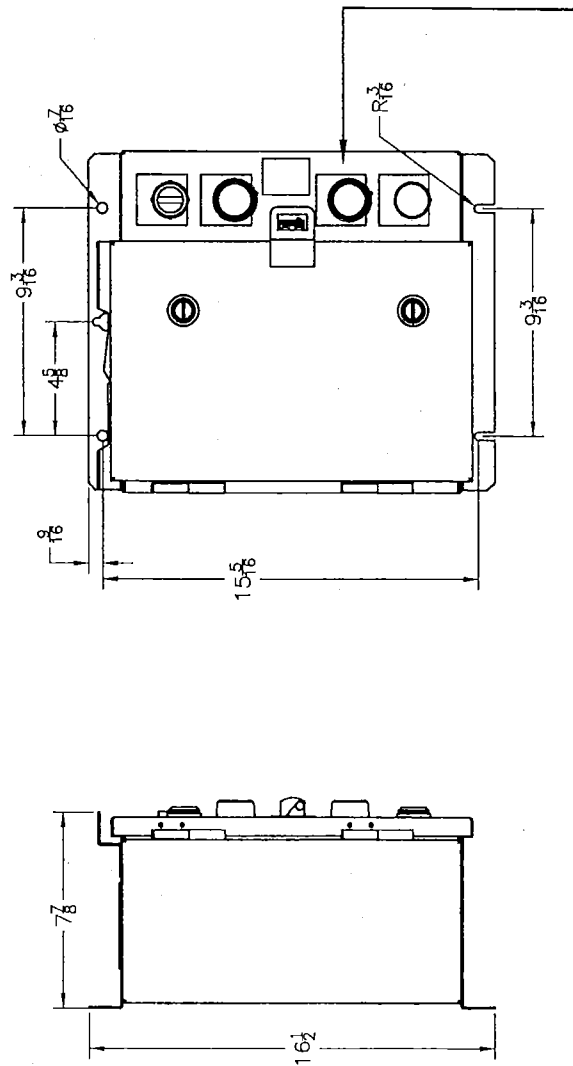
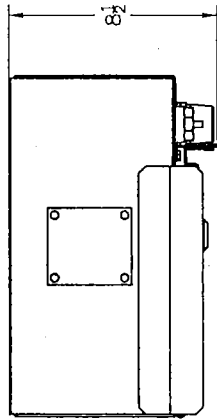
BALTIMORE AIRCOIL  
COMPANY

ELECTRIC WATER LEVEL CONTROL  
LOCATION

DATE: 05/23/06

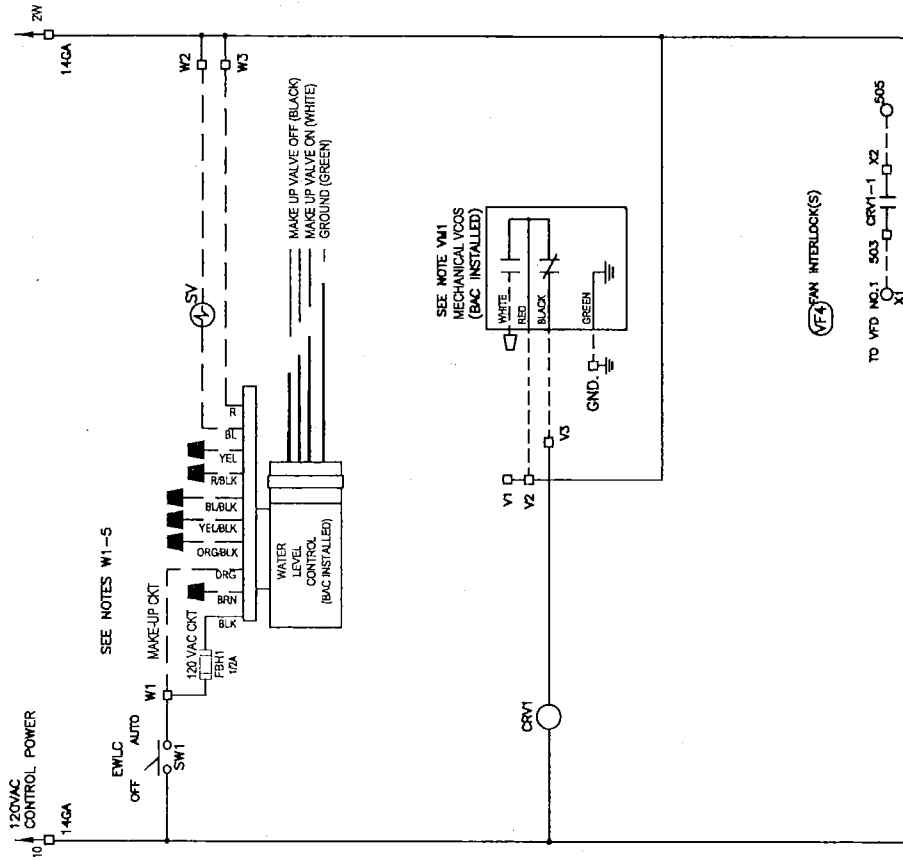
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BAC-13183A

B



- NOTES:
- 1) ENCLOSURE RATINGS: NEMA 3R
  - 2) ENCLOSURE MATERIAL: CARBON STEEL
  - 3) ENCLOSURE FINISH: ANSI 61 GRAY
  - 4) ENCLOSURE SHIPS LOOSE, FIELD INSTALLATION AND WIRING BY OTHERS
  - 5) DIMENSIONS: INCHES

ORDER NO: U065476901		Baltimore Aircoil®		CONTROLS ENCLOSURE	
DATE: 05/23/06				OPTIONS BOX	
				DRAWING NUMBER:	
				BAC-C50-35750 A	



MOTOR CONTROLS

ORDER NO: U065476901

DATE: 05/23/06



DRAWING NUMBER:

BACEC-C-V1K-A0A-1-A0A-A0A-0-0A0-0A-A-0-1A-1-A-B

(VF) THE VARIABLE FREQUENCY DRIVE(S) (REMOTELY MOUNTED) MUST BE INTERLOCKED WITH THE VFD'S INTERLOCK RELAYS WITHIN THIS UNIT. THE RELAY(S) WILL SHUT THE DRIVE(S) DOWN IN THE EVENT OF VIBRATION.

- (M1) THE WATER LEVEL CONTROL BOARD IS WIRED IN THE INVERSE MODE SO THAT THE SOLENOID MAKEUP VALVE WILL CLOSE IF THERE IS A LOSS OF POWER TO THE CONTROL BOARD. WHEN THE WATER LEVEL RISES TO THE BOTTOM OF THE MAKEUP 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 MAKEUP VALVE ON THE PROBE AND REMAINS AT THAT LEVEL FOR AT LEAST 6 SECONDS. THE CONTROL THEN ENERGIZES THE VALVE.
- (M2) EACH WATER LEVEL CONTROL BOARD FUNCTION UTILIZES CONTACTS THAT ARE RATED AT 6A RESISTIVE OR 1/2 HP MAXIMUM. THE WATER LEVEL CONTROL BOARD REQUIRES 4.4 VA.
- (M3) THE SOLENOID ACTUATED MAKEUP VALVE IS RATED AT 6.1 WATTS, 16 VA HOLDING, 30 VA INRUSH.
- (M4) THE NORMALLY CLOSED SOLENOID VALVE HAS A SLOW CLOSING FEATURE WHICH MINIMIZES WATER HAMMER AND IS DESIGNED TO OPERATE AT MAKEUP WATER LINE PRESSURES OF 10 TO 125 PSIG. TO FURTHER MINIMIZE THE POTENTIAL FOR WATER HAMMER, MAKEUP WATER LINE PRESSURES AT THE HIGHER END OF THE RANGE SHOULD BE AVOIDED AND MAKEUP PIPING SHOULD BE WELL SUPPORTED.
- (M5) 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.

# (VM) MECHANICAL VIBRATION CUTOFF SWITCH NOTES

## LOCAL PUSHBUTTON RESET.

TO MAINTAIN HAZARDOUS DUTY RATINGS, THE FACTORY INSTALLED WATER TIGHT CONNECTION FITTINGS MUST BE REMOVED AND THE NINE CONDUCTOR CABLE MUST BE ROUTED INSIDE OF A SUITABLE EXHAUST PROOF CONDUIT. NOTE: THE CONNECTIONS CAN EASILY BE REMOVED WITHOUT HAVING TO UNWIRE THE CONDUCTORS FROM INSIDE THE CUTOFF SWITCH.

THE MECHANICAL VIBRATION CUTOFF SWITCH COMES WITH TWO WATER TIGHT CONDUIT/CABLE CONNECTORS. ONE CONNECTOR IS USED TO PROVIDE A WATER TIGHT CONNECTION TO THE VIBRATION CUTOFF 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 CUTOFF SWITCH.

THE SWITCHES IN THE NORMALLY CLOSED CIRCUITS (BLACK WIRE FOR SW-1 AND YELLOW WIRE FOR SW-2) WILL OPEN WHEN THE DEVICE EXPERIENCES VIBRATION LEVELS ABOVE THE SETPOINT VALUE. IF REVERSE CONTROL LOGIC IS DESIRED, CUT OFF BUTT END CONNECTORS ON WHITE AND/OR BROWN WIRES AND THEN INSTALL WIRE NUT OR BUTT CONNECTOR ON NORMALLY CLOSED WIRES (BLACK AND/OR YELLOW).

THIS MECHANICAL VIBRATION CUTOFF SWITCH COMES WITH TWO SINGLE-POLE DOUBLE-THROW SWITCHES. BOTH SWITCH CONTACTS ARE "DRY CONTACTS" WHICH CAN BE SUCCESSFULLY USED DIRECTLY IN THE FAN STARTER CONTROL CIRCUIT (TYPICALLY A/C VOLTAGES) CIRCUIT OR IN A BUILDING MANAGEMENT SYSTEM (TYPICALLY D/C VOLTAGE).

CONTACT RATINGS 3 AMPS @ 125 OR 480VAC, 1/2 AMP @ 125VDC, 1/2 AMP @ 250VDC.

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 WATER TIGHT SEAL IS OBTAINED.

## ADJUSTMENTS OF BAC MECHANICAL VIBRATION CUTOFF 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 VIBRATION CHARACTERISTICS OF THE INSTALLED EQUIPMENT.

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

- 1) FOR SAFETY'S SAKE, TURN OFF, THEN LOCK AND TAG OUT THE ELECTRICAL SUPPLY TO THE FAN MOTOR(S).
- 2) TURN ADJUSTMENT SCREW COUNTERCLOCKWISE (CCW) 1/2 TURN AT A TIME UNTIL YOU HEAR THE CONTROL TRIP.
- 3) ONCE TRIPPED, ROTATE ADJUSTMENT SCREW 1/2 TURN CLOCKWISE (CW) AND THEN PUSH IN MANUAL RESET BUTTON.
- 4) START UP FAN(S) TO DETERMINE IF THE START-UP WILL CAUSE THE CUTOFF SWITCH TO TRIP.
- 5) IF THE VIBRATION CUTOFF SWITCH DOES NOT TRIP, THEN START AND STOP THE FAN TWO MORE TIMES. IF THE CUTOFF SWITCH FAILS TO TRIP, THE CALIBRATION IS COMPLETE. IF THE VIBRATION CUTOFF SWITCH DID TRIP, THEN TURN OFF, LOCKOUT AND TAG OUT THE ELECTRICAL SUPPLY TO THE FAN MOTOR(S). ADJUST THE SET POINT SCREW AN ADDITIONAL 1/2 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. IF THE CUTOFF SWITCH DOES NOT TRIP THE CALIBRATION IS COMPLETE.
- 6) A WATERPROOF WIRE NUT IS PROVIDED ON THE END OF CERTAIN WIRES. DO NOT REMOVE THESE WIRE NUTS. DO NOT USE THESE WIRES.

☐ CONTROL TERMINAL POINT

☒ POWER TERMINAL POINT (PROVIDED ONLY IN OPTIONAL TERMINAL BOX FOR SERIES 3000 MODELS)

☐ CONTROL TERMINAL POINT IN VFD

DASHED LINES INDICATE WIRING THAT MUST BE COMPLETED BY THE EQUIPMENT INSTALLERS. WIRING TO ALL MOTORS AND HEATERS IS THE RESPONSIBILITY OF THE INSTALLER.

THIS DRAWING CREATED USING SOFTWARE VERSION 2.041006

MOTOR CONTROLS

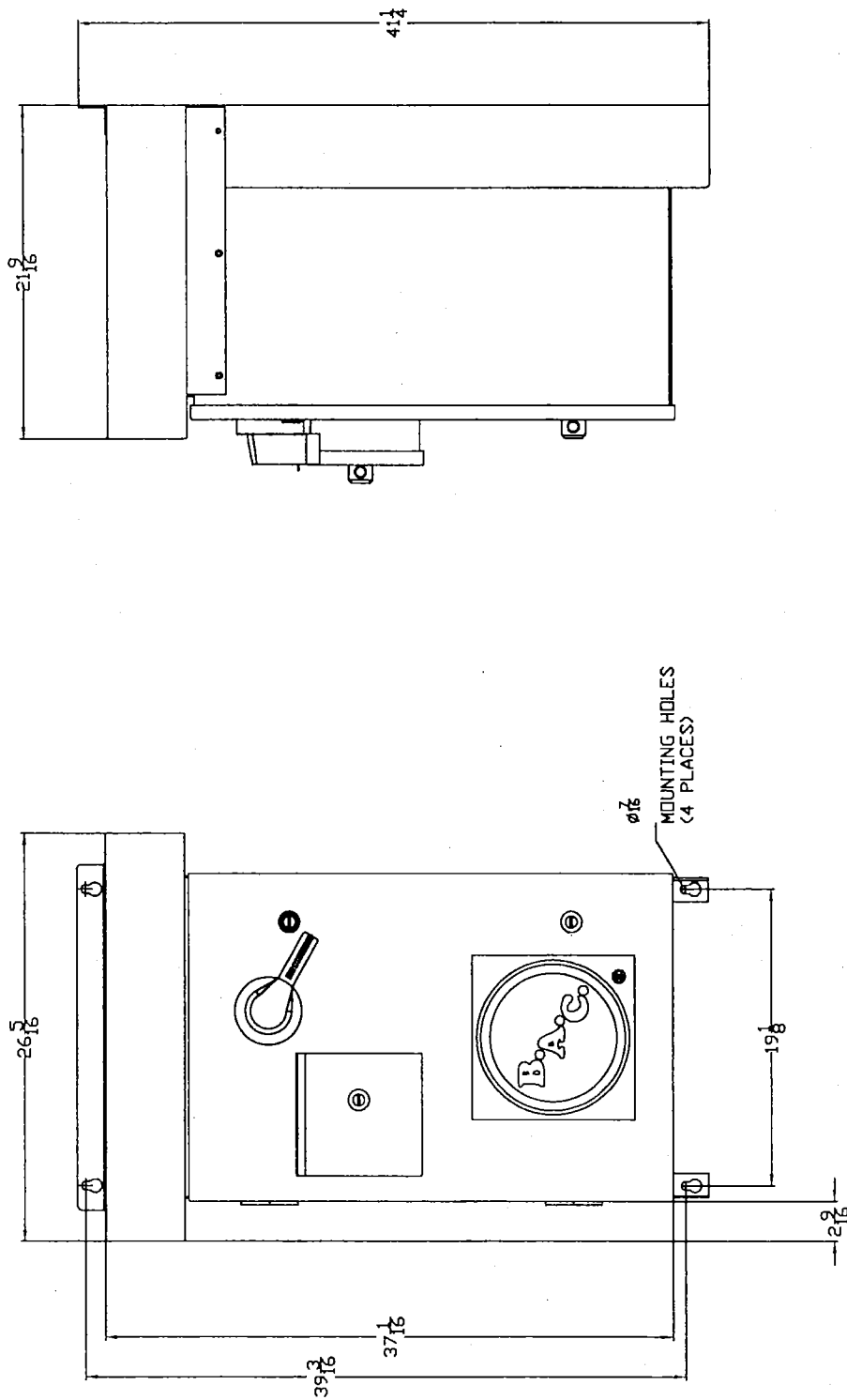
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DATE: 05/23/06



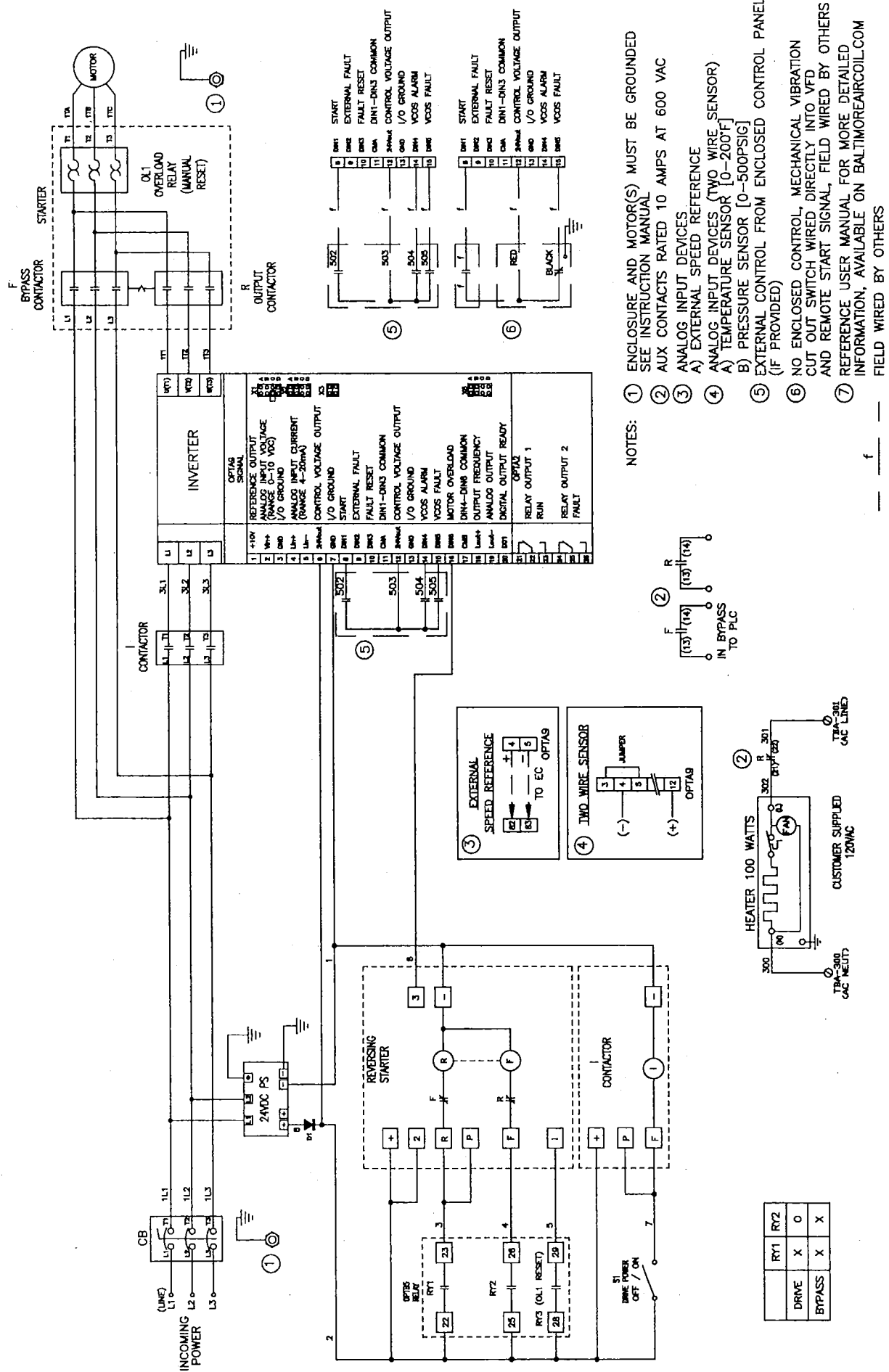
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NOTES:  
 FINISH: ENCLOSURE - ANSI 61 (LIGHT) GRAY  
 WEIGHT: APPROXIMATELY 200 LBS  
 MATERIAL: 14GA  
 DIMENSIONS: INCHES  
 CONSTRUCTION: NEMA TYPE 3R OVERSIZE  
 ENCLOSURE SHIPS LOOSE, FIELD  
 INSTALLATION AND WIRING BY OTHERS

ORDER NO: U065476901 DATE: 05/23/06	 Baltimore Aircoil	NEMA 3R VFD WITH BYPASS SMALL ENCLOSURE	
		DRAWING NUMBER: BAC-C00754-3001A	



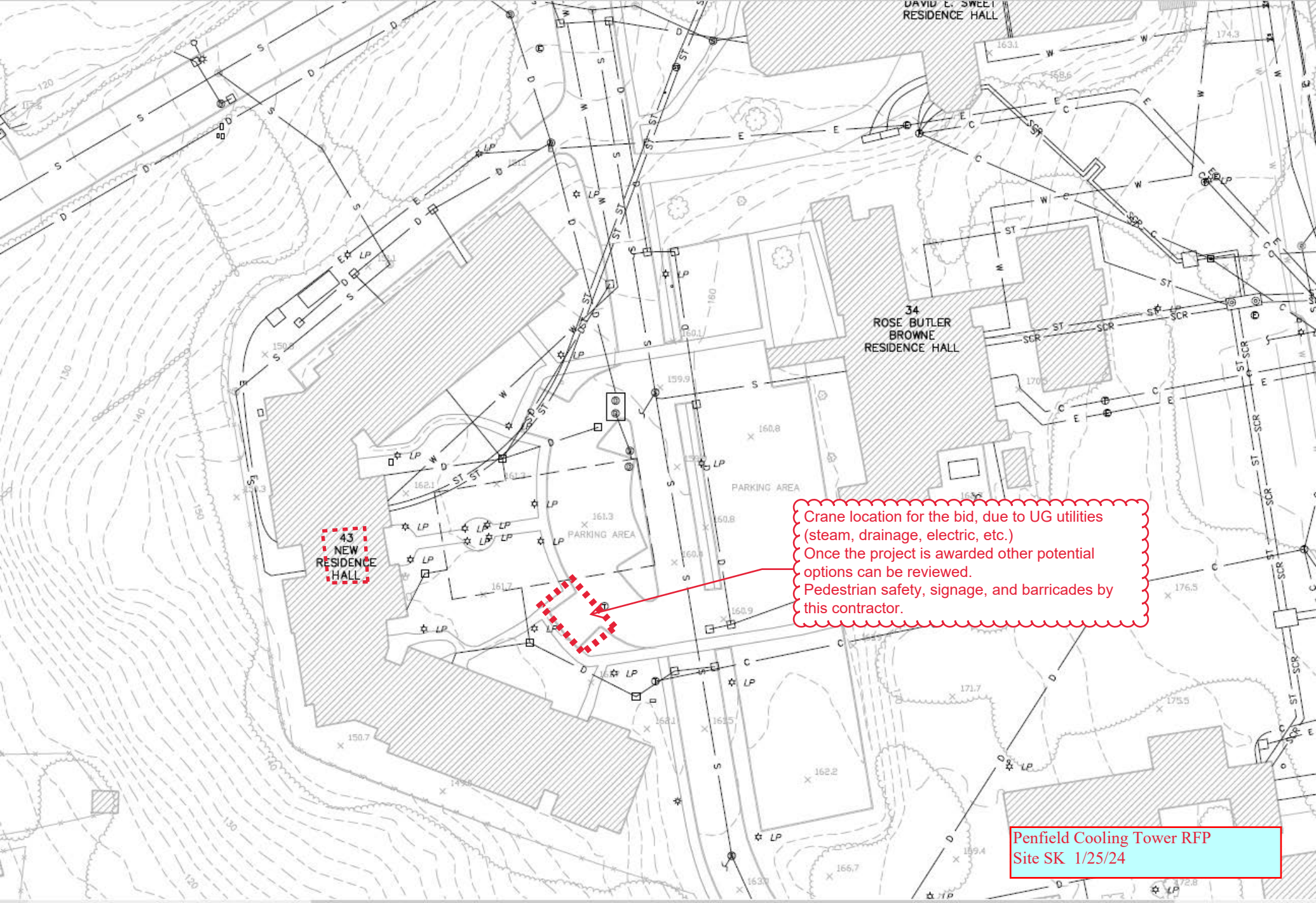
- NOTES:
- ENCLOSURE AND MOTOR(S) MUST BE GROUNDED SEE INSTRUCTION MANUAL
  - AUX CONTACTS RATED 10 AMPS AT 600 VAC
  - ANALOG INPUT DEVICES
  - ANALOG INPUT DEVICES (TWO WIRE SENSOR)  
A) TEMPERATURE SENSOR [0-200°F]  
B) PRESSURE SENSOR [0-500PSIG] (IF PROVIDED)
  - EXTERNAL CONTROL FROM ENCLOSED CONTROL PANEL
  - NO ENCLOSED CONTROL, MECHANICAL VIBRATION CUT OUT SWITCH WIRED DIRECTLY INTO VFD AND REMOTE START SIGNAL, FIELD WIRED BY OTHERS
  - REFERENCE USER MANUAL FOR MORE DETAILED INFORMATION, AVAILABLE ON BALTIMOREAIRCOIL.COM

VFD WIRING DIAGRAM  
WITH ENCLOSURE HEATER  
DRAWING NUMBER:  
BAC-C90101-4002A



ORDER NO: U065476901  
DATE: 05/23/06

RT1	RT2
DRIVE	X
BYPASS	X



Crane location for the bid, due to UG utilities (steam, drainage, electric, etc.)  
Once the project is awarded other potential options can be reviewed.  
Pedestrian safety, signage, and barricades by this contractor.



Rhode Island College  
Purchasing Department

Public Works  
Bid Preparation Checklist

**Date:** 4/17/2024

**Bid#:** 44648

**Title:** PENFIELD HALL COOLING TOWER REPLACEMENT—RIC

**This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.**

**Bid Proposal Package:**

- ☒ Bidder Cover Page & Certification Cover Form (3 pages) signed, in ink.
- ☒ Bid Form
  - All applicable blank spaces on the Bid Form have been completed.
  - All Addenda have been acknowledged.
  - Bid price printed legibly in ink (in both words and figures that match where specified).
  - Erasures or corrections have been initialed by person signing the Bid Form.
  - Bid Form is signed in ink.
- ☒ Bid Surety
  - Bid bond or certified check made payable to Rhode Island College.
  - Bid surety is five percent (5%) of the bid total (unless otherwise specified).
  - Bid Bond is signed by the bidder and surety.
  - Power of Attorney is attached to the Bid Bond (if applicable) showing the name of person who signed the surety bond.
- ☒ Public Copy of bid proposal in pdf format on a read-only CD-R media disk
- ☒ Contractor's Registration Board Number or Applicable license has been indicated and a copy submitted if indicated.
- ☒ Form 2013-17 State Contract Addendum certifying Prevailing Wage is signed and notarized.  
(Note: this is not mandatory at the time of bid but will be required for award).

- ☒ All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
- ☒ Each bid proposal submitted in a separate sealed envelope
- ☒ Completed Form W-9
- ☐ Other \_\_\_\_\_

**Buyer Name:** Jessica Cimorelli

**Contact Information:** Phone: 401-456-8047 email: jcimorelli@ric.edu