



Western Mechanical Solutions, llc

SUSTAINABLE - HEATING - COOLING

70 Broadway, Suite 100, Denver, CO 80203

Phone: 720.210.9210 Fax: 720.210.5481

www.westernmechanicalsolutions.com

Date: May 17, 2019
TO: Town of Castle Rock
ATTN: Scott J. Smith
RE: RFQ-RC-PDU

Pricing is based on 100% CD's plans dated 04/10/19. No specifications or addendum provided.

Western Mechanical Solutions, llc is pleased to offer the following equipment and services specified herein, at prices stated and in accordance with the TERMS AND CONDITIONS shown on the back of this letter.

EQUIPMENT SUMMARY

**One (1) Custom Air Handler with Heat Wheel, Gas Fired Heat, DX cooling
Unit Mounted Variable Frequency Drive**

ANNEXAIR CUSTOM AIR HANDLING UNIT(S)

Tags: PDU-1 used as Basis of Design listed on plans.

Furnish one (1) Annexair custom outdoor double wall energy recovery units. Units to be built using a welded aluminum frame with welded galvanized steel full perimeter base to completely support itself in a way that a complete removal of wall and roof panels will not compromise the integrity of the units.

Construction Materials

- Welded Base Rail and Curb flashing to shed water.
- Double Wall Floor - 2" thick insulation, and galvanized sub-floor to provide easy ductwork attachment.
- Double Wall Roof and Walls - 2" thick insulation, Thermo-Composite Panels.
- Outdoor Units have a flat roof, with **one piece welded PVC roofing membrane**. Roofing membrane shall be provided with a 5 year warranty.
- Unit Paint on outdoor units (complies with ASTM B117 **3,000 hour salt spray test** and ASTM D4585 3,000 hour moisture condensation resistance test).
- Corrosion protection, suitable for pool environment.

Electrical Options

- Electrical Options are provided in accordance with NEC
- Entire unit is ETL listed.
- Vapor proof service lights provided in access sections. Lights will be factory wired to a common on/off switch with a convenience outlet.

- Supply and exhaust fan motor factory mounted and wired to 6 pulse **ABB** VFD with non-fused disconnect.
- Main power disconnect factory mounted with wiring to panel.
- Units wired for 460 – 3 – 60 power supply.
- Single point power connection.
- All fusing shall use fingersafe fusing to prevent inadvertent contact with live wiring.
- Standard 5 k AIC SCC rating.

Fans

- Supply fan segment (fan & motor) utilizing non-overloading direct drive plenum steel fan wheel with extended back plate (aka acoustic diffuser).
- Exhaust Return fan segment (fan & motor) utilizing non-overloading direct drive plenum steel fan wheel with extended back plate (aka acoustic diffuser).
- Factory furnished premium efficiency, open drip-proof (ODP) fan motors.
- Shaft Grounding kits.
- Airflow measuring stations on supply and exhaust fans.
- Access doors on drive side of the unit.
- Units shall be furnished with 95% effective spring isolation for each fan

Cooling / Heating

- Cooling coil segment with double sloped IAQ stainless steel condensate drain pan.
- Copper Tubes with aluminum copper fins.
- DX Cooling coil will be provided with Venturi distributors, interlaced control
- Variable speed compressors modulate with cooling load.
- Variable speed condenser fans modulate with head pressure.
- Electric pre-heat segment for OA with SCR controller
- Gas fired furnace segment shall include 10:1 combustion gas exhauster, stainless steel heat exchanger, safety controls, disconnect, and pressure regulator.

Heat Recovery Section

- 8" deep aluminum epoxy coated sensible heat wheel segment to recover both sensible and latent heat. Frost control provided by controlling a 1 hp Variable Speed Drive control to maintain differential pressure across the wheel exhaust air at ??deg F. Full contact seal between OA and EA air streams. Wheel rotates at 20 RPM maximum.
- High Efficiency, Laminar flow design.
- Econovent Heat Wheels which are AHRI 1060 Certified, and have 100's of applications where the exhaust stream operates in a frosting condition.

Filter / Inlet

- Inlet and exhaust segment with access door and furnished with OA/EA ultra low leak Aluminum dampers.
- Outside air furnished with rain hood with bird screen and moisture eliminator.
- Aluminum recirculation damper for low load return air.
- Mixing box segment with access door and furnished with OA/RA ultra low leak dampers.
- Filter mixing box segment with access door with 2" 4" pleated 30% efficient class II filter media. Segment shall also be furnished with OA/RA ultra low-leak dampers.
- Economizer segment with access door and OA/RA/EA ultra low-leak dampers.
- Safety grate over bottom air opening (s).
- 2", 30% efficient pleated filters for OA.

- 2", Washable aluminum return air filters
- One set of filters is provided with the unit.
- Magnehelic differential pressure gauges in filter segment(s). One gauge will be provided to measure the pressure drop across each both filter banks combined.
- Ebtron: Outside Air Flow Measuring Station

Factory Provided and Field Installed by others:

- 12" high adapter curb
- Supply temperature sensor may be remotely installed in the duct.
- Space temperature sensor.
- Space Humidity sensor.
- Duct Static pressure sensors.
- Outside Air Hoods.

Field Provided and Installed by others:

- Condensate Trap
- Outside air reference pressure mount
- Building or Duct static pressure sensing tubing

Extra Stock

- None

Controls:

- Niagara Control Systems CAV Unit Controller. It is capable of controlling all features and options of the unit. Controller is IP addressable and be able to reside on a TCP/IP network.
- Enhanced trending with Niagra controllers.
- Two terminal user interfaces
- Mounting of Supply and Space Temperature Sensors and wiring.
- Mounting of Duct and Building Static Pressure Sensors and installation of tubing.

VFD and or Unit Start-Up and Operator Instruction

A WMS Service Technician will test and adjust the unit and VFD's, and concurrently instruct operating personnel during regular working hours not to exceed 3 working days.

Warranty

WMS provides first year parts warranty on the detailed equipment which includes repair or replacement, at WMS's option, of defective warranted parts during the warranty period. This warranty does not include trouble shooting labor, nor does it include normal preventative maintenance services such as oil or filter changes. The warranty period is defined as 18 months from shipping date or 12 months from startup whichever occurs first.

All startup labor and warranty labor will be performed during normal working hours. If requested, these services will be performed during premium time at additional cost.

Clarifications/Exceptions to Specifications:

- No specification were provided

Items NOT Included

- Wind Restraints and wind restraint calculations.
- Seismic Restraints and seismic restraint calculations.

- Any AIC rating higher than 5 kAIC.
- Startup of units for temporary heat.
- Curb height is as submitted and does not include roof insulation.
- Manual bypass and motor overload relay (Includes VFD output contractor and bypass contactor).
- Any external building ATC controls, or mounting of controls, valves, etc.
- Flexible connectors.
- Spare belts or filters.
- Disconnects.
- Vent / drain valves or piping.
- Condensate drain piping.
- Roof curb insulation.
- Field testing.
- Unloading or Rigging of equipment, field installation or assembly.
- Field wiring.
- External vibration isolators – unit is internally isolated.
- Quick Ship

PRICING

TOTAL Price for the bill of material and services specified herein, F.O.B. place of destination, NET 30 DAYS, NO taxes included, is\$ **369,710.***

Price Add for Spare Sets of Filters, is\$ **290.***

Price Add for 2ND Year Parts Warranty, is.....

Thank you for the opportunity to offer **Western Mechanical Solutions, Ilc.** equipment and service as we look forward to working with you on this project. If you should require additional information, please do not hesitate to contact me.

Sincerely,

Ramon Teran, P.E.

Western Mechanical Solutions, Ilc

SUSTAINABLE – HEATING – COOLING

720.281.3142 ph

Your written authorization and assigned purchase order number will allow us to move forward in providing you complete equipment submittals in order to meet your project completion schedule.

Name: _____	Title: _____	PO # _____
Signature: _____	Date: _____	

Terms and Conditions of Sale

Terms of Agreement:

The term "Company" as used herein shall mean **Western Mechanical Solutions, llc.**

The term "Buyer" as used herein shall mean the Town of Castle Rock.

The term "Goods" means the goods, material, equipment, hardware, products being purchased or to be supplied in the herein purchase order, more specifically referred to as the "Annexair Custom Air Handling Unit."

The term "Affiliates" means, with reference to a party, a company of other legal entity which: (i) controls either directly or indirectly, a party; or (ii) is controlled, directly or indirectly, by a party; or (iii) is directly or indirectly controlled by a company or entity which directly or indirectly controls a party.

These terms and conditions of sale form a part of and are incorporated into any offer of sale or scope letter entered into by Company and Buyer. Company offers to sell the Goods or services in the offer of sale or scope letter under the terms and conditions stated. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing material terms and conditions contained on any documents prepared or submitted by Buyer may become part of the Agreement between Buyer and Company if agreed to in writing by Company and Buyer.

Credit Agreement. Intentionally omitted.

Scope of Services, Total Obligation, and Price Policy: Company shall perform all of the Services and provide all Goods as set forth in the purchase order, and herein, not to exceed \$370,000, which price includes all amounts payable by Buyer and no additional charges of any kind will be payable by Buyer unless specifically authorized in writing by the Buyer.

Terms of Payment and Venue: Terms of payment are net 30 days after such invoice is received and approved by Buyer, and the Goods have been accepted. Venue for any action involving this Agreement shall be in the courts of Douglas County, Colorado. The laws of the State of Colorado shall govern the validity, interpretation and enforcement of this Agreement.

Shipping Terms: SHIPMENTS ARE F.O.B PLACE OF DESTINATION. Company shall pay and bear responsibility for all freight charges, and any charges for special carrier services requested by Buyer shall be added to Buyer's invoice. Company will ship the Goods in two lots. Company shall provide a packing list to Buyer for the shipment, which will reference the appropriate purchase order number. Bills of lading, if any, shall also reference the appropriate purchase order number.

Claims: Responsibility of Company, related to shipping the Goods, ceases upon delivery of the Goods to the Buyer. Company agrees to properly pack and secure the Goods in a manner to enable the Goods to reach their destination in good condition. Company shall be responsible for any damages, injuries, or losses to Goods during shipping, and while in transit until such time as Goods are delivered to and collected by Buyer. Buyer reserves the right to refuse any Goods and to cancel all or any part of the purchase order if Company does not, or Goods provided by Company to Buyer do not, conform to applicable industry standards or practices, or applicable specifications, drawings, samples, descriptions, or any similar criteria in the purchase order or otherwise provided to Company by Buyer. Acceptance of any part of the shipment of Goods shall not bind Buyer to accept any non-conforming Goods provided by Company, nor deprive Buyer of the right to reject any previous or future non-conforming Goods. Buyer may, if it rejects any non-conforming goods, return such goods to Company at Company's expense for transportation both ways, and Company shall not deliver to Buyer any replacement or substitution Goods for such rejected Goods unless so authorized by Buyer. Company shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, improper maintenance or improper operation by Buyer. Company shall not be held responsible for any direct, incidental or consequential damages or liquidated damages or losses (including but not limited to loss of use, income, profit or production, or spoilage or increased cost of operation), resulting from the improper installation, improper operation or improper use of the Goods. However, Company may be held responsible (under theories of warranty, negligence, strict liability or contract), for any direct, incidental or consequential damages or liquidated damages or losses (including but not limited to loss of use, income, profit or production, or spoilage or increased cost of operation), in the event Company does not, or Goods provided by Company to Buyer do not, conform to the purchase order and the terms and conditions herein. In addition to the foregoing, Company may be responsible for the repair or replacement of the Goods by Company, or at Company and Buyer's option refund of the purchase price, as an available remedy against Company. However, in no event shall Company or Buyer's liability exceed the amount Buyer has paid Company for the Goods related to any claims for special, consequential, indirect or

incidental damages arising from or otherwise related to the Goods. Company and Buyer acknowledge that these limitations on such damages were an element in setting the consideration under this Agreement.

Title to Goods. Until fully paid for, title and ownership and right to possession of the Goods furnished or to be furnished by Company shall remain with the Company.

Taxes: Company's prices do not include any applicable sales, use, excise or similar taxes. Buyer is exempt from taxes, and as such will provide Company with the tax exempt certificate in advance of the purchase. In the event taxes are applicable to the Goods, then such taxes will be added to the price, and paid by Buyer to the Company irrespective of the limitations contained in the "Scope of Services, Total Obligations, and Price Policy" provisions above. If the tax exempt certificate is not provided, in advance of purchase, taxes will be charged on all purchases.

Termination, Cancellation and Breach by Company: Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice if either party commits a material breach of any term of the Agreement and (if such breach is remediable), fails to remedy that breach within 30 days of that party being notified in writing to do so. Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued at termination, including the right to claim damages in respect of any breach of this Agreement, which existed at or before the date of termination. In the event of a cancellation of part or all of this purchase order by Buyer, Buyer shall pay to Company a cancellation fee determined based on mutual agreement of the Company and Buyer. The cancellation fee may reflect, among other factors, all expenses and damages incurred and commitments made by Company, sales and administrative overhead. Any non-payment, default, delay or failure of performance by Buyer may be treated as a cancellation by Buyer of part or all of this order and shall further entitle Company to suspend production and/or delivery of any goods or articles required under this order. Buyer may terminate this purchase order, in whole or in part, for Company's breach of this purchase order, including but not limited to, the failure to work cooperatively with Buyer, and Buyer's agents or representatives, including Buyer's engineers, and providing appropriate updates related to the assembly and construction of the Goods, or the failure to deliver the Goods as and when specified. If Buyer terminates this purchase order for Company's breach, in addition to Buyer's other rights and remedies at law, Company may be liable to Buyer for all damages including the cost of securing replacement Goods, shipping charges for returned Goods, and any amounts paid by Buyer to Company. However, in no event shall Company or Buyer's liability exceed the amount Buyer has paid Company for the Goods related to any claims for special, consequential, indirect or incidental damages arising from or otherwise related to the Goods. Company and Buyer acknowledge that these limitations on such damages were an element in setting the consideration under this Agreement. This right of termination is in addition to and not in place of any other rights or remedies that Buyer may have at law or in equity.

Shipment and Delivery Date: Time is of the essence with respect to the delivery of the Goods to Buyer and although no shipping date has been finalized, Company guarantees, the Goods will be delivered to Buyer no later than August 1, 2020. Company shall not be liable for damages as a result of any delay or failure to deliver the Goods, by August 1, 2020, due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event there is a possibility of any delay, in the estimated shipping and delivery date, that would negatively impact Company's ability to ensure the delivery of Goods, no later than August 1, 2020, then Buyer may, at its discretion, agree to extend the shipping and delivery date, provided, however, Company advises Buyer in writing no later than June 1, 2020 or any such anticipated delay in the shipping, or the August 1, 2020, delivery date.

Returns: Provided the Goods conform to applicable industry standards or practices, or any applicable specifications, drawings, samples, descriptions, or any similar criteria in the purchase order or otherwise provided to Company by Buyer, and provided such Goods start up and operate as warranted, such Goods may not be returned, unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

Change Orders. Buyer may request changes in the materials and Goods to be furnished under the contract, within its general scope, provided that such changes shall not be effective unless and until the parties mutually agree, in writing, upon price and delivery date adjustments. Company's price may be equitably increased in the event of a substantial change in the scope or in the quantities or types of materials to be furnished.

Field Conditions. Company shall not be responsible for any field conditions affecting its materials other than those clearly shown in the drawings, specifications and any Addenda issued to Company prior to the date of its quotation.

Limited Warranty: Subject to the section titled "Warranty Exclusions" Company warrants that it will repair or replace defective parts in the event any product MANUFACTURED BY COMPANY, sold hereunder and used in the United States, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period

expires sooner. Replaced parts are warranted for the duration of the original warranty period. Company shall pass on to Buyer the Manufacturer's warranties. Buyer acknowledges that Company, or its Affiliates, may not be the manufacturer of the Goods and Buyer has identified the Goods, in the purchase order, based on Buyer's own judgment without any reliance on any statements or representation made by Company. Company assumes no liability for any failure of Buyer's specifications to meet Buyer's requirements, provided the Goods meet the specifications, drawings, samples, descriptions, or any similar criteria in the purchase order of otherwise provided to Company by Buyer.

No person (including any agent, sales representative, dealer, or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by the Company. Company will prepare a startup Registration Form, and will provide Buyer with a copy of such form, within (30) days of original product startup.

Warranty Exclusions: Company's warranty set forth in "Limited Warranty" does not apply to any products or parts which are, (a) disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use of service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions. Refrigerants, fluids, oils, and expendable items such as filters are not covered by the Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

Startup: Following delivery of Goods, Company shall send its personnel (in the number of persons and for the period of time the Company deems sufficient), to the site of installation, in order to startup the Annexair Custom Air Handling Unit, and upon completion of such starting shall issue a starting report.

Indemnity: Company expressly agrees to indemnify and hold harmless Buyer and any of its officers or employees from any and all claims, damages, liability or court awards including attorneys' fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to any person, firm, partnership or corporation, to the extent caused by the negligent acts, errors of omissions of Company or its employees, agents or Affiliates in performing the work under this Agreement and purchase order. However, in no event shall Company or Buyer's liability exceed the amount Buyer has paid Company for the Goods related to any claims for special, consequential, indirect or incidental damages arising from or otherwise related to the Goods. Company and Buyer acknowledge that these limitations on such damages were an element in setting the consideration under this Agreement. **Defects after Delivery:** Company warrants (i) good title to and the unencumbered use of the Goods; (ii) Goods manufactured by Company and/or Company's Affiliates shall conform with Company's specifications therefore and be free of defects in materials and workmanship. Company will make good by the supply of a replacement part or parts, in any instance where the Goods and materials furnished do not meet or conform to applicable industry standards or practices, or any applicable specifications, drawings, samples, descriptions, or any similar criteria in the purchase order of otherwise provided to Company by Buyer.

Notwithstanding the above, Company shall not be liable for any defects caused by: fair wear and tear; materials or workmanship made, or furnished by Buyer; non-compliance with Company's storage, installation, operation or environmental requirements; lack of proper maintenance; or any modification or repair not previously authorized by Company, in writing. Buyer shall at all times remain responsible for the adequacy and accuracy of all information supplied by it.

Assignment: Company and Buyer may not assign or delegate their obligations under this purchase order and Agreement without the others prior written consent. Any assignment contrary to this provision shall be a material breach of this Agreement.

Entire Agreement: This Agreement constitutes the entire agreement between the Buyer and the Company with respect to the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise. This Agreement shall not be amended or modified except in a writing signed by Company and Buyer.

Disputes and Choice of Law: This contract and these Terms and Conditions of Sale shall constitute the entire Agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Colorado.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Jeff Brauer, Director of Parks and Recreation

COMPANY:

Western Mechanical Solutions

By: 

Its: V.P.

Western Mechanical Solutions, llc (2016)