

November 10, 2025

ADDENDUM A

TO DRAWINGS AND SPECIFICATIONS FOR:  
Westside Highschool Cooling Tower  
Omaha, NE  
2025.016.00

TACKarchitects, Inc.  
2922 N. 61<sup>st</sup> Street, Studio 1  
Omaha, NE 68104  
(402) 505-9778

NOTICE TO BIDDERS

This Addendum modifies the original Contract Documents and Project Manual dated October 24, 2025. Bidders must acknowledge receipt of the Addendum on the Bid Form.

Unless otherwise indicated, the work described herein shall comply with, and be equal in all respect to, the original Contract Specifications and Drawings. Include all incidental work required to properly complete the work whether stated herein or not.

GENERAL ITEMS

- See attached Pre-Bid meeting sign-in sheets from Pre-Bid meeting on November 6, 2025 at 2:00pm.
- The local Kurita contact is:

Matt Klein  
Kurita America Inc.  
402-639-3231  
m.klein@kurita-water.com

ADDENDA TO THE PROJECT MANUAL

Civil Specification Items

No Items this Addendum

Architectural Specification Items

No Items this Addendum

AAS-1 Section 00 22 13 Supplementary Instructions to Bidders

- A. Add AIA A701-2018 INSTRUCTIONS TO BIDDERS document. See attached AIA A701-2018 document for reference.

AAS-2 Section 00 41 13 Bid Form- Stipulated Sum (Single-Prime Contract)

- A. Add paragraph 1.6, A., 2. To read:  
"2. Bid Form Supplement – Alternates."
- B. See attached updated specification.

Westside Highschool Cooling Tower  
Omaha, NE  
2025.016.00

AAS-3 Section 00 43 23 Alternates Form

- A. Add specification section 00 43 23 Alternates Form. See attached specification.

AAS-4 Section 00 60 00 Project Forms

- A. Add AIA A101-2017 Exhibit A, Insurance and Bonds document. See attached AIA A101-2017 Exhibit A document for reference.

AAS-5 Section 01 10 00 Summary

- A. Add paragraph 1.6, A., 2. to read:
2. *"The Precast Architectural Concrete panels have been bid separately at an earlier date. Enterprise Precast was awarded the project and their purchase agreement will be transferred to the selected General Contractor. Bidders to include Enterprise's scope of work in bids for this project. The tentative availability for the precast panels is March 16, 2026. See Appendix B for Enterprise's Proposal and the Notice to Proceed Letter."*
- B. Delete paragraph 1.7, A., 1. and adjust paragraph 1.7, A., 2. to read as follows:
1. ~~*The precast concrete panels will be Owner provided, Contractor installed. Enterprise Preast will be awarded the precast panels with a tentative availability of March 16, 2026.*~~
2. *The fluid cooler will be Owner provided, Contractor installed. Data Power will be awarded the Marely Fluid Cooler with a tentative delivery date of May 1, 2026. See Appendix C for reviewed and approved Fluid Cooler submittal for reference.*

AAS-6 Section 01 23 00 Alternates

- A. Add specification section 01 23 00 Alternates. See attached specification.

AAS-7 Appendix B

- A. Add Appendix B with Enterprise's proposal and Notice to Proceed Letter as referenced in revised Section 01 10 00 Summary. See attached Appendix B.

AAS-8 Appendix C

- A. Add Appendix C with reviewed and approved submittal for the Marely Fluid Cooler as referenced in revised Section 01 10 00 Summary. See attached Appendix C.

Structural Specification Items

No Items this Addendum

Mechanical Specification Items

No Items this Addendum

Electrical Specification Items

No Items this Addendum

ADDENDA TO THE DRAWINGS

Civil Drawing Items

No Items this Addendum

Architectural Drawing Items

No Items this Addendum

AAD-1 Sheet A3.00 Interior Wall Elevations

A. Add Alternate 2A and 2B to all drawings for sound panels.

B. See reissued Sheet A3.00.

Structural Drawing Items

No Items this Addendum

Mechanical Drawing Items

No Items this Addendum

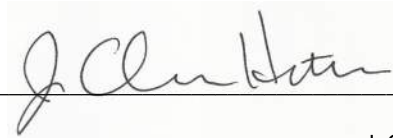
Electrical Drawing Items

No Items this Addendum

ALL OTHER REQUIREMENTS OF THE PLANS AND SPECIFICATIONS REMAIN IN EFFECT. THIS ADDENDUM SHALL BE ATTACHED AND MADE A PART OF THE PLANS AND SPECIFICATIONS.

TACKarchitects

By



J. Christopher Houston, AIA  
for TACKarchitects, Inc.

END OF ADDENDUM A  
JCH/ch

Enclosure: Pre-Bid Meeting Sign-in Sheet.  
AIA A701-2018 Instructions to Bidders document  
Reissued specifications Section 00 41 13 Bid Form- Stipulated Sum (Single-Prime Contract)  
Added specification Section 00 43 23 Alternates Form  
AIA A101-2017 Exhibit A, Insurance and Bonds document  
Added specification Section 01 23 00 Alternates  
Added Appendix B  
Added Appendix C  
Reissued Sheet A3.00 – Interior Wall Elevations



TIME: 2:00 PM

[illegible]

TACK Architects  
 2922 n 61st street, studio 1  
 omaha, nebraska 68104  
 phone: 402.505.9778

## Sign-In Sheet

Project Name: WCS - HIGH SCHOOL FLUID COOLER PROJECT  
 Project Number: 2025.000.00  
 Topic: PRE BID MEETING  
 Date & Time: 11/16/25/ 2:00 pm

### Attendees:

| Name            | Company/Organization Name | Email Address                     | Phone Number |
|-----------------|---------------------------|-----------------------------------|--------------|
| Joe Kramer      | VRANA                     | jkr@vrana.com                     | 402-881-6683 |
| Andy Callaway   | C2 Building Company       | andy@buildc2.com                  | 402-885-5168 |
| Ryan Bern       | Greenwater                | rbern@greenwater.com              | 402-889-8527 |
| JAKE KURMEL     | KE FLEX                   | JAKE@KEFLEXCONTRACTING.COM        | 402-658-9941 |
| Dan Downs       | Downs Electric            | dfd@downselectric.net             | 402-733-3680 |
| Patrick Kaipust | TER Construction          | patrick@terconstruction.com       | 402-213-1149 |
| Rick Redler     | Master Mech.              | Rick red 464 @ kaho.com           | 402-651-4350 |
| Paul Merolla    | " "                       | Paul Merolla @ watermechanics.com | 402-572-3100 |
| Dane Mangel     | Prairie Mech              | dmangel@prairie-mech.com          | 402-214-6559 |
| Mike Centarri   | Cerris Systems            | mcentarri@cerris.com              | 402-214-2785 |
| Rhett Dasher    | Fluid Mech                | Rhett.Dasher@fluidmechanics.com   | 402-6185705  |



# AIA® Document A701® – 2018

## Instructions to Bidders

for the following Project:

*(Name, location, and detailed description)*

### Westside High School Fluid Cooler Project:

- Project Location: Westside High School 8701 Pacific Street Omaha, Nebraska:
- Project Description: Install Owner supplied fluid cooler in an owner provided precast enclosure. Westside High School to remain occupied during construction.

[Hereinafter referred to as "the Project".]

### THE OWNER:

*(Name, legal status, address, and other information)*

Douglas County School District 28-0066 a/k/a Westside Community Schools,  
A political subdivision of the State of Nebraska  
909 South 76th Street  
Omaha, NE 68114-4599  
Telephone Number: (402) 390-2100, hereinafter referred to as "Owner".

### THE ARCHITECT:

*(Name, legal status, address, and other information)*

TACK Architects, Inc.  
2922 North 61<sup>st</sup> Street, Studio 1  
Omaha, NE 68104

### TABLE OF ARTICLES

|   |                                                |
|---|------------------------------------------------|
| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 3 | BIDDING DOCUMENTS                              |
| 4 | BIDDING PROCEDURES                             |
| 5 | CONSIDERATION OF BIDS                          |
| 6 | POST-BID INFORMATION                           |
| 7 | PERFORMANCE BOND AND PAYMENT BOND              |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.
- .7 the Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner;
- .8 the Bidder is a properly licensed Contractor according to the laws and regulations of the State in which the project is located and meets qualifications indicated in the Procurement and Contracting Documents;
- .9 the Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents; and
- .10 he Bidder has adequate equipment and personnel to complete the Work within the time stated in the proposal, and suitable financial status to promptly meet all obligations incidental to performing the Work.

### ARTICLE 3 BIDDING DOCUMENTS

#### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Paragraphs deleted)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents **or Bidding Documents provided in electronic format.**

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

#### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Paragraph deleted)*

**Submit requests for interpretation using Contractor's standard form and as is acceptable to Architect.**

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Selected Bidder will not be given extra time or extra compensation for conditions and requirements which can be determined by examining the Bidding Documents.

§ 3.2.5 In cases where discrepancies occur between the Drawings and Specifications, or separately in either the Drawings or Specifications, the Bidder is required to request clarification provided in the form of an Addendum from the Architect prior to submitting their bid. Clarifications can only be addressed in an Addendum. If Bidder has not requested clarification of such items by the Architect before submitting their proposal or there is insufficient time for the issuance of an Addendum, the Bidder is **REQUIRED** to furnish the best quality of material and workmanship indicated or the higher cost detail or material.

#### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, **the substitution will not be considered.**

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Paragraphs deleted)*

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda may be issued at any time prior to the receipt of bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

- .1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
- .2 Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.1.9 The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

## § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:  
(Insert the form and amount of bid security.)

### Refer to Section 001113 Advertisement for Bids

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

## § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

### Refer to Section 001113 - Advertisement for Bids

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. **Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.**

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.3.5.1 Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

## § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.2.1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

§ 4.4.2.2 Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

**The Owner will retain and execute the Bid Security.**

§ 4.4.4 Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than five business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### **§ 5.3 Acceptance of Bid (Award)**

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

## **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

## **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

**§ 7.1.2** If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

**§ 7.1.3** The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 7.1.4** The Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(Paragraphs deleted)*

### **§ 7.2 Time of Delivery and Form of Bonds**

**§ 7.2.1** The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

**§ 7.2.2** Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

**§ 7.2.3** The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

| *(Table deleted)(Paragraphs deleted)(Paragraphs deleted)*

# Additions and Deletions Report for AIA® Document A701® – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:11:27 ET on 10/31/2025.

## PAGE 1

### Westside High School Fluid Cooler Project:

- Project Location: Westside High School 8701 Pacific Street Omaha, Nebraska:
- Project Description: Install Owner supplied fluid cooler in an owner provided precast enclosure. Westside High School to remain occupied during construction.

[Hereinafter referred to as "the Project".]

...

Douglas County School District 28-0066 a/k/a Westside Community Schools,  
A political subdivision of the State of Nebraska  
909 South 76th Street  
Omaha, NE 68114-4599  
Telephone Number: (402) 390-2100, hereinafter referred to as "Owner".

...

TACK Architects, Inc.  
2922 North 61<sup>st</sup> Street, Studio 1  
Omaha, NE 68104

## PAGE 2

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, ~~all Addenda, and all other documents enumerated in Article 8 of these Instructions and all Addenda.~~

...

- .7 the Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner;
- .8 the Bidder is a properly licensed Contractor according to the laws and regulations of the State in which the project is located and meets qualifications indicated in the Procurement and Contracting Documents;
- .9 the Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents; and
- .10 he Bidder has adequate equipment and personnel to complete the Work within the time stated in the proposal, and suitable financial status to promptly meet all obligations incidental to performing the Work.

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, Documents from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

...

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. Documents or Bidding Documents provided in electronic format.

...

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

Submit requests for interpretation using Contractor's standard form and as is acceptable to Architect.

...

§ 3.2.4 The Selected Bidder will not be given extra time or extra compensation for conditions and requirements which can be determined by examining the Bidding Documents.

§ 3.2.5 In cases where discrepancies occur between the Drawings and Specifications, or separately in either the Drawings or Specifications, the Bidder is required to request clarification provided in the form of an Addendum from the Architect prior to submitting their bid. Clarifications can only be addressed in an Addendum. If Bidder has not requested clarification of such items by the Architect before submitting their proposal or there is insufficient time for the issuance of an Addendum, the Bidder is REQUIRED to furnish the best quality of material and workmanship indicated or the higher cost detail or material.

...

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution. the substitution will not be considered.

PAGE 4

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

...

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids, may be issued at any time prior to the receipt of bids.

...

§ 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

- .1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
- .2 Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

...

§ 4.1.9 The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

PAGE 5

Refer to Section 001113 Advertisement for Bids

...

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

...

Refer to Section 001113 - Advertisement for Bids

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

...

§ 4.3.5.1 Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

PAGE 6

§ 4.4.2.1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

§ 4.4.2.2 Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

...

The Owner will retain and execute the Bid Security.

§ 4.4.4 Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than five business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

PAGE 7

§ 7.1.4 Unless otherwise indicated below, the The Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

PAGE 8

#### **ARTICLE 8 — ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

~~§ 8.1~~ Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

~~.1 — AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
(Insert the complete AIA Document number, including year, and Document title.)~~

~~.2 — AIA Document A101™ 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
(Insert the complete AIA Document number, including year, and Document title.)~~

~~.3 — AIA Document A201™ 2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
(Insert the complete AIA Document number, including year, and Document title.)~~

~~.4 — Building Information Modeling Exhibit, if completed:~~

~~.5 — Drawings~~

Number

Title

Date

~~.6 — Specifications~~

| Section                                                                                                                                                          | Title | Date  | Pages |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|
| .7—Addenda:                                                                                                                                                      |       |       |       |
| Number                                                                                                                                                           | Date  | Pages |       |
| .8—Other Exhibits:                                                                                                                                               |       |       |       |
| <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i>                                                  |       |       |       |
| <input type="checkbox"/> AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:<br><i>(Insert the date of the E204-2017.)</i><br>_____ |       |       |       |
| <input type="checkbox"/> The Sustainability Plan:                                                                                                                |       |       |       |
| Title                                                                                                                                                            | Date  | Pages |       |
| <input type="checkbox"/> Supplementary and other Conditions of the Contract:                                                                                     |       |       |       |
| Document                                                                                                                                                         | Title | Date  | Pages |
| .9—Other documents listed below:                                                                                                                                 |       |       |       |
| <i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i>                                                   |       |       |       |

## ***Certification of Document's Authenticity***

**AIA® Document D401™ – 2003**

I, Matt Herzog, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:11:27 ET on 10/31/2025 under Order No. 4104248119 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# **AIA® Document A101® – 2017 Exhibit A**

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the    day of    in the year Two thousand twenty five  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

### **Westside High School Fluid Cooler Project:**

- Project Location: Westside High School 8701 Pacific Street Omaha, Nebraska:
- Project Description: Install Owner supplied fluid cooler in an owner provided precast enclosure. Westside High School to remain occupied during construction.

[Hereinafter referred to as "the Project".]

### **THE OWNER:**

(Name, legal status and address)

Douglas County School District 28-0066 a/k/a Westside Community Schools,  
A political subdivision of the State of Nebraska  
909 South 76th Street  
Omaha, NE 68114-4599  
Telephone Number: (402) 390-2100, hereinafter referred to as "Owner".

### **THE CONTRACTOR:**

(Name, legal status and address)

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

## **TABLE OF ARTICLES**

### **A.1 GENERAL**

### **A.2 OWNER'S INSURANCE**

### **A.3 CONTRACTOR'S INSURANCE AND BONDS**

### **A.4 SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### **ARTICLE A.2 OWNER'S INSURANCE**

##### **§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section

Init.

AIA Document A101 – 2017 Exhibit A. Copyright © 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:10:57 ET on 10/31/2025 under Order No.4104248119 which expires on 12/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(963003256)

A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### **§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### **§ A.2.3 Required Property Insurance**

**§ A.2.3.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, theft, vandalism, malicious mischief, or windstorm.

*(Paragraphs deleted)*

##### **§ A.2.3.1.2**

Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

*(Row deleted)*

*(Paragraph deleted)*

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

*(Paragraphs deleted)*

### **ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

#### **§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner that evidence compliance with the requirements in this Article A.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; (3) upon renewal or replacement of each required policy of insurance; and (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Contractor's certificates of insurance does not relieve any of the Contractor's responsibilities under the Agreement and shall not constitute a waiver of the Contractor's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the primary and excess or umbrella policies for Commercial General liability and Automobile Liability, including without limitation the insurance required by Sections A.3.2.2, A.3.2.3, and A.3.2.6, to include the Owner for claims caused in whole or in part by the Contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct.

To be clear, the Contractor shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section A.3.2.8, if applicable, or the Pollution Liability Coverage required by Section A.3.2.9, if applicable, to the extent that such policy(ies) include an so-called "insured-versus-insured" exclusion.

**§ A.3.1.4 Notice of Cancellation or Non-Renewal**

The Contractor (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section A.3, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ A.3.1.5** Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section A.3 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section A.3 a material breach of the Contractor's obligations under this Agreement.

**§ A.3.1.6** All of the coverage limits stated in this Section A.3 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

**§ A.3.1.7** The Contractor's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- IX .. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitation projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.2.3** The Contractor's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ A.3.2.2.4** Any aggregate limit under the Contractor's General Liability insurance shall, by endorsement, apply to this Project separately.

**§ A.3.2.3** Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Millions Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ A.3.2.4**

Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ A.3.2.5**

Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ A.3.2.6** Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability

policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the same or greater coverage as those required under Sections B.3.2.2.1, B.3.2.3, and B.3.2.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of Substantial Completion, whichever is later.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

### **§ A.3.3 Subcontractor's Insurance Coverage**

The Contractor agrees to require Subcontractors to comply with the insurance provisions required of the Contractor pursuant to this Agreement unless the Contractor and Owner mutually agree in writing to modify these requirements for Subcontractors whose work is of relatively small scope, provided however that each Subcontractor shall not be required to obtain Commercial Umbrella/Excess Liability Insurance.

The Contractor agrees that it will contractually obligate its Subcontractors to advise the Contractor promptly of any changes or lapses of the requisite insurance coverages and the Contractor agrees to promptly advise Owner of any such notices that the Contractor receives from its Subcontractors. The Contractor agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Contractor is required to do so as provided in this Agreement. The Contractor assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

*(Paragraphs deleted)*

### **§ A.3.4 Performance Bond and Payment Bond**

**§ A.3.4.1** To secure the faithful performance of the work, the Contractor will provide a performance bond with a penal sum no less than 100% of the Contract Sum through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the Owner.

**§ A.3.4.2** To secure all of the Contractor's payment obligations that arise on the project, the Contractor will provide a payment bond with a penal sum no less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The terms of the payment

bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the Owner and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

§ A.3.4.3 The corporate surety or sureties issuing the required performance bond and payment bond must be lawfully authorized to issue insurance in the jurisdiction where the Project is located and must have an A.M. Best rating of not less than A- IX.

§ A.3.4.4 The cost of the performance bond and payment bond shall be included in the Cost of the Work.

§ A.3.4.5 The Contractor shall deliver the required bonds to the Owner within one week of the Contractor's execution of the Agreement.

§ A.3.4.6 The Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

#### **ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

# Additions and Deletions Report for

## AIA® Document A101® – 2017 Exhibit A

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### PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the    day of  
in the year Two thousand twenty five

...

*(Name and location or address)*

#### Westside High School Fluid Cooler Project:

- Project Location: Westside High School 8701 Pacific Street Omaha, Nebraska;
- Project Description: Install Owner supplied fluid cooler in an owner provided precast enclosure. Westside High School to remain occupied during construction.

<sup>2</sup>  
[Hereinafter referred to as "the Project".]

...

Douglas County School District 28-0066 a/k/a Westside Community Schools,

A political subdivision of the State of Nebraska

909 South 76th Street

Omaha, NE 68114-4599

Telephone Number: (402) 390-2100, hereinafter referred to as "Owner".

### PAGE 2

**§ A.2.3.1** ~~Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the~~ The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, ~~explosion, theft, vandalism, malicious mischief, collapse,~~ earthquake, flood, or windstorm. ~~The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub limits, if any, are as follows:~~

*(Indicate below the cause of loss and any applicable sub-limit.)*

## Causes of Loss

## Sub-Limit

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:  
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

### Coverage

### Sub-Limit

~~§ A.2.3.1.3~~ Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

~~§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.~~ The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

### ~~§ A.2.3.3 Insurance for Existing Structures~~

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

### ~~§ A.2.4 Optional Extended Property Insurance.~~

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

☐ ~~§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,~~ to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ ~~§ A.2.4.2 Ordinance or Law Insurance,~~ for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ ~~§ A.2.4.3 Expediting Cost Insurance,~~ for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance; including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

☐ **§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

...

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing that evidence compliance with the requirements in this Article A.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; ~~(2)-(3)~~ (3) upon renewal or replacement of each required policy of insurance; and ~~(3)-(4)~~ (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such

coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Contractor's certificates of insurance does not relieve any of the Contractor's responsibilities under the Agreement and shall not constitute a waiver of the Contractor's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured primary and excess or umbrella policies for Commercial General liability and Automobile Liability, including without limitation the insurance required by Sections A.3.2.2, A.3.2.3, and A.3.2.6, to include the Owner for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct.

To be clear, the Contractor shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section A.3.2.8, if applicable, or the Pollution Liability Coverage required by Section A.3.2.9, if applicable, to the extent that such policy(ies) include an so-called "insured-versus-insured" exclusion.

**§ A.3.1.4 Notice of Cancellation or Non-Renewal**

The Contractor (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section A.3, the Contractor shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ A.3.1.5** Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section A.3 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section A.3 a material breach of the Contractor's obligations under this Agreement.

**§ A.3.1.6** All of the coverage limits stated in this Section A.3 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

**§ A.3.1.7** The Contractor's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

PAGE 3

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall have an A.M. Best rating of not less than

A- IX .. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

PAGE 4

§ A.3.2.2.3 The Contractor's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ A.3.2.2.4 Any aggregate limit under the Contractor's General Liability insurance shall, by endorsement, apply to this Project separately.

§ A.3.2.3 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, One Millions Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ A.3.2.5 Workers' Compensation at statutory limits.

Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit. Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections B.3.2.2.1, B.3.2.3, and B.3.2.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

PAGE 5

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~(\$ ) per claim and (\$ ) in the aggregate.~~ One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of Substantial Completion, whichever is later.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ~~(\$ ) per claim and (\$ )~~ One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~(\$ ) per claim and (\$ )~~ Two Million Dollars (\$2,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

...

**§ A.3.3 Contractor's Other Insurance Coverage****Subcontractor's Insurance Coverage**

The Contractor agrees to require Subcontractors to comply with the insurance provisions required of the Contractor pursuant to this Agreement unless the Contractor and Owner mutually agree in writing to modify these requirements for Subcontractors whose work is of relatively small scope, provided however that each Subcontractor shall not be required to obtain Commercial Umbrella/Excess Liability Insurance.

The Contractor agrees that it will contractually obligate its Subcontractors to advise the Contractor promptly of any changes or lapses of the requisite insurance coverages and the Contractor agrees to promptly advise Owner of any such notices that the Contractor receives from its Subcontractors. The Contractor agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Contractor is required to do so as provided in this Agreement. The Contractor assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1:

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- ☐ **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as*

*the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- ☐ **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ **§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all risks" completed value form.**
- ☐ **§ A.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- ☐ **§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

#### Coverage

#### Limits

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: **§ A.3.4.1** To secure the faithful performance of the work, the Contractor will provide a performance bond with a penal sum no less than 100% of the Contract Sum through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the Owner.

**§ A.3.4.2** To secure all of the Contractor's payment obligations that arise on the project, the Contractor will provide a payment bond with a penal sum no less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the Owner and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

*(Specify type and penal sum of bonds.)* **§ A.3.4.3** The corporate surety or sureties issuing the required performance bond and payment bond must be lawfully authorized to issue insurance in the jurisdiction where the Project is located and must have an A.M. Best rating of not less than A- IX.

**§ A.3.4.4** The cost of the performance bond and payment bond shall be included in the Cost of the Work.

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. **§ A.3.4.5** The Contractor shall deliver the required bonds to the Owner within one week of the Contractor's execution of the Agreement.

**§ A.3.4.6** The Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Westside High School Cooling Tower
- C. Project Location: 8701 Pacific Street, Omaha, Nebraska 68114
- D. Owner: Westside Community Schools
- E. Architect: TACKarchitects, Inc..
- F. Architect Project Number: 2025.016.00.

1.2 CERTIFICATIONS AND BASE BID **INCLUDE ALTERNATES ON BID FORM**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by TACKarchitects, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within the contract time.
  - 1. On-Site Construction may commence beginning Monday, December 15<sup>th</sup>, 2025.
  - 2. Substantial Completion no later than Friday July 31<sup>st</sup>, 2026.

1.5 ACKNOWLEDGMENT OF ADDENDA

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

1. Addendum No. 1, dated \_\_\_\_\_.
2. Addendum No. 2, dated \_\_\_\_\_.
3. Addendum No. 3, dated \_\_\_\_\_.
4. Addendum No. 4, dated \_\_\_\_\_.

1.6 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).
2. ***Bid Form Supplement – Alternates.***

1.7 CONTRACTOR'S LICENSE

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

1.8 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2025.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. Witnessed By: \_\_\_\_\_ (Handwritten signature).
- G. Attest: \_\_\_\_\_ (Handwritten signature).
- H. By: \_\_\_\_\_ (Type or print name).
- I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).
- J. Street Address: \_\_\_\_\_.
- K. City, State, Zip: \_\_\_\_\_.
- L. Phone: \_\_\_\_\_.
- M. License No.: \_\_\_\_\_.
- N. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here).

END OF DOCUMENT 00 41 13

DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract: \_\_\_\_\_.
- C. Project Name: Westside High School Cooling Tower
- D. Project Location: 8701 Pacific Street, Omaha, Nebraska 68114
- E. Owner: Westside Community Schools
- F. Architect: TACKarchitects, Inc..
- G. Architect Project Number: 2025.016.00.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
  - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Sidewalk Replacement:
  - 1. ADD\_\_\_\_ DEDUCT\_\_\_\_ NO CHANGE\_\_\_\_ NOT APPLICABLE\_\_\_\_.
  - 2. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - 3. ADD\_\_\_\_ DEDUCT\_\_\_\_ calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 2A: Sound Panels:

1. ADD\_\_\_\_ DEDUCT\_\_\_\_ NO CHANGE\_\_\_\_ NOT APPLICABLE\_\_\_\_.
2. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
3. ADD\_\_\_\_ DEDUCT\_\_\_\_ calendar days to adjust the Contract Time for this alternate.

C. Alternate No. 2B: Sound Panels:

1. ADD\_\_\_\_ DEDUCT\_\_\_\_ NO CHANGE\_\_\_\_ NOT APPLICABLE\_\_\_\_.
2. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
3. ADD\_\_\_\_ DEDUCT\_\_\_\_ calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2025.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 23

## SECTION 01 23 00 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF ALTERNATES

- A. Add Alternate No. 1: Sidewalk Replacement.
  - 1. Base Bid: East portion of south sidewalk to remain as indicated on Drawings C1.03, C1.04 and C1.07.
  - 2. Alternate: Remove and replace east portion of south sidewalk as indicated on Drawings C1.03, C1.04 and C1.07.
- B. Add Alternate No. 2A: Sound Panels
  - 1. Base Bid: Provide no sound panels as indicated on Drawing A3.00.

2. Alternate: Add sound panels below the beam as indicated on Drawing A3.00.

C. Add Alternate No. 2B: Sound Panels

1. Base Bid: Provide sound panels below the beam per Add Alternate 2A as indicated on Drawing A3.00.
2. Alternate: Add sound panels above the beam as indicated on Drawing A3.00.

END OF SECTION 01 23 00



**ENTERPRISE**

**PRECAST CONCRETE**

**Architectural Precast Concrete**

**Proposal and Terms – Rev. No. 1 10.24.25**

**Project:** Westside High School – Cooling Tower

**Location:** Omaha, NE

**Bid Date:** October 16th, 2025

**Architect:** TACK Architects

We propose to fabricate and deliver F.O.B architectural precast concrete as indicated on Precast Package – Not For Construction Set dated October 3rd, 2025. Specification Section 034500 has been received. No Addendum have been received.

**Wall Panels Approximately: 16 Total pieces** totaling (4,368) Square Feet, Max Weight (31.4k)

**Finish:** Precast panels to match design reference sample with an acid etch finish. Thin brick to be manufactured by Endicott Clay Products. When the back of precast panels are exposed to view, EPC will use standard grey mix with a steel trowel finish.

**Base Bid: \$238,577.00 (excluding tax and bond)**

**Bonds: Add \$2,386.00**

**The above price includes:**

1. Anticipated delivery start date to be March 16, 2026.
2. All cast-in panel, miscellaneous loose clip connection steel that fastens to the back of precast units, and cast-in structure required to attach precast. Cast-in structure steel is delivered to the jobsite for placement by others. Galvanized steel connections provided.
3. Engineering and shop drawings for precast panels and their connections. *Revit or AutoCAD drawings provided by architect at no charge to Enterprise Precast prior to commencement of shop drawing production.*
4. Our standard in-house testing in accordance with PCI specifications.
5. Our standard insurance coverage.
6. Our standard 1-year warranty.
7. **Assumes 2026 production.**
8. **Project assumed to be manufactured in our Kansas City, KS production facility.**
9. Patching of exposed lifting devices that are permanently exposed to view.
10. Repair of precast units damaged during delivery.
11. **Wall panels to be 8” solid.**
12. Panel to panel connections may be exposed in some locations. Attention must be paid at shop drawing review to these details for acceptability.
13. Quote assumes the use of Type IL cement in lieu of Type I or III as specified.
14. EPC to receive payment on stored materials and reduced retainage upon delivery.
15. One 12”x12” sample panels for each finish and color for viewing at the site.
16. One 4’x4’ sample panels for each finish and color for viewing at the site.
17. Assumes the delivery of 8 to 10 panels per day during erection.



18. Price assumes current fuel rates, EPC reserves the right to apply a fuel surcharge if fuel costs exceed current rates as of October 16, 2025.

**The above Precast price excludes:**

1. Special Mockup design, support, material and installation unless specifically mentioned above.
2. Double Tees, Hollow core, Precast columns and beams, Solid Precast slabs, landscaping or interior cast stone work unless specifically mentioned above.
3. Access roads for EPC to deliver precast panels to hoisting equipment (by others). All access within jobsite, design, construction, removal including maintenance, shall be provided by others.
4. Any site precast or interior cast stone pieces including, retaining walls, benches, etc. unless noted otherwise above.
5. Bonds (Add 1%)
6. All sales and use taxes.
7. Shim space spray foam.
8. Unloading, hoisting, installation, crane, and rigging.
9. Treated wood blocking at opening locations within panels.
10. Grouting base of panels to foundation.
11. Caulking of precast to precast joints.
12. Thermal Calculations (can be added for additional costs)
13. Final jobsite cleaning of precast wall panels.
14. Loose steel plates, channels, angles, etc. for support of other construction or finishes.
15. Any staining, painting, waterproofing or graffiti sealer.
16. Any inserts or anchors required by other trades.
17. Field measurements and field verification of other trades' work.
18. Any structural steel framing assemblies required to brace the structure either before or after precast is set. (I.e. tube steel, continuous angle, beam, channel or any kickers) We presume the building structure has been designed to accept the loads and forces of the precast concrete.
19. Installation and material for any electrical items to be located in precast wall panels.  
**(Electrician to provide coordination during the shop drawing review phase and material and labor to install devices at Precast Manufacture's plant in Kansas City, KS as to not slow production.)**
20. Structural support for hanging precast unless it is a precast to precast connection. Steel bracing of spandrel panels (kickers) due to precast loading shall be designed, provided, and installed by others.
21. Any sized steel material indicated on drawings to be provided by others.
22. Any bent plate notching at precast connection locations.
23. Reglets to be field installed by others.

**Terms and Conditions:**

1. Progress payments for 100%; less freight; for materials produced and stored in our yard, awaiting delivery to the jobsite. Payments will be based on our Monthly billings and is due in 30 days from date of invoice, regardless of when customer receives his payment. All stored material is covered under our standard insurance policy.
2. A mutually agreeable delivery schedule must be established. Our manufacturing facility is scheduled on a first come first served basis.



## **ENTERPRISE**

### **PRECAST CONCRETE**

3. All precast units will be fabricated in accordance with PCI Mnl-117. Our products will be manufactured from approved precast shop drawings. "Approved, Approved as Noted, or Reviewed" shop drawings means that the General Contractor and Architect/Engineer have verified dimensions to be correct and final for the following: overall building dimensions, foundation elevations, column centerlines, column and beam sizes, floor elevations, floor thickness, opening sizes and other items pertinent to the proper fit of the architectural precast concrete. It also means the Architect/Engineer has reviewed the precast connections as detailed by the precast manufacturer and will assume responsibility for the strength and long term behavior of the precast concrete connections. The precaster shall be responsible for the precast units fitting the building dimensions and conditions as given on the returned precast shop drawings.
4. Precast units will be delivered by tractor/trailer to the project site. Trailers will be loaded as closely as possible to the erection sequence provided by Erector/GC. No partial loads are included. A standard 2-hour unloading time is also included. Trucks waiting at the site past two hours will be charged back at a rate of \$50.00 per hour. Please allow a minimum of 4 working days advance notice for the first precast delivery. Please note that your signature is required on all deliveries verifying receipt of goods.
5. Jobsite access shall be all-weather roadways into and around the structure, free of overhead, surface and underground obstructions, allowing trucks to move freely under their own power. Enterprise Precast Concrete, Inc. shall not be responsible for damage to curbs, sidewalks, landscaping, paving or underground utilities caused by trucks or cranes when moving to or while operating in required work areas. All traffic control is excluded.
6. All disputes arising out of this proposal, which cannot be mutually agreed upon, shall be settled by arbitration. Unsuccessful party will pay all costs relating to this arbitration including attorney's fees.
7. Seller's liability shall be limited to claims arising from seller's negligence, acts or willful misconduct.
8. Acceptance of this proposal within 30 days.

This proposal becomes a contract between the buyer and seller only when accepted by an authorized agent of each. This proposal constitutes seller's sole offer to furnish material for this project and does not include any agreement by seller to be or become bound by any penalty clauses or conditions of any nature.

Enterprise Precast Concrete, Inc.

Company: \_\_\_\_\_

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

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

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

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

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

Point of Contact:

Martin Lane, Director of Business Development

402.250.6327

[mlane@enterpriseprecast.com](mailto:mlane@enterpriseprecast.com)



October 30, 2025

Mr. Martin Lane  
Enterprise Precast Concrete  
13800 Giles Road  
Omaha, NE 68138

RE: Notice to Proceed - Westside High School Fluid Cooler Precast Concrete Package

Dr. Mr. Lane,

Please consider this letter as acceptance of your revised proposal dated 10/24/25 in the amount of \$240,963 for the Precast Package on the Fluid Cooler Project at Westside High School. It is the intent to assign your proposal to the awarded General Contractor for this project. Further, it is our intent to have the General Contractor's contract approved at the Board of Education Meeting on December 8, 2025.

Please consider this Notice to Proceed as your authorization to proceed with brick procurement, engineering purchasing, etc. to maintain the 3/16/26 delivery deadline.

Thank you. We look forward to working with you on this project!

Sincerely,

Dr. Mike Lucas  
Superintendent



[www.westside66.org](http://www.westside66.org)



909 South 76th Street  
Omaha, NE 68114



ph: 402.390.2100  
fax: 402.390.2136

# letter of transmittal

---

**attn:** **from:**

**company:** **date:**

**project name:**

**project no:**

**re:**

**via:**

**cc:**

---

| <b>copies</b> | <b>date</b> | <b>no.</b> | <b>description</b> |
|---------------|-------------|------------|--------------------|
|---------------|-------------|------------|--------------------|

---

**Remarks:**

|                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |       |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------|-------------------|
| morrissey engineering, inc.<br>4940 north 118 <sup>th</sup> street<br>omaha, nebraska 68164                                                                                                                                                                                                                                                                                                              |                                       |       |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                          | A Reviewed, no exceptions taken       |       | D Rejected        |
|                                                                                                                                                                                                                                                                                                                                                                                                          | B Reviewed, exceptions taken as noted |       | E No Action Taken |
|                                                                                                                                                                                                                                                                                                                                                                                                          | C Revise and resubmit                 |       |                   |
| CHECKED BY:                                                                                                                                                                                                                                                                                                                                                                                              |                                       | DATE: |                   |
| Reviewing is only for conformance with the design concept of the Project and compliance with information given in the Contract documents. The Contractor is responsible for quantities, the verification of all field dimensions; for information pertaining to fabrication process, installation details, and/or construction methods and procedures; and for coordination of the work with all trades. |                                       |       |                   |

## EQUIPMENT SUBMITTAL FOR APPROVAL

**Westside High School Fluid Cooler  
Omaha, NE**

**DTW Aero-X Finned Coil Fluid Cooler**



(Picture shown for reference only)

|                      |                              |
|----------------------|------------------------------|
| <b>MANUFACTURER:</b> | Marley                       |
| <b>EQUIPMENT:</b>    | Fluid Cooler and Accessories |
| <b>UNIT TAGS:</b>    | FC-1                         |
| <b>QUANTITY:</b>     | One (1)                      |

**PREPARED FOR:**  
Westside High School

**OWNER REPRESENTATIVE:**  
Project Advocates – Chris Bilau

**CONSULTING ENGINEER:**  
Morrissey Engineering – Andrew Gilliam

**PREPARED BY:**  
Tyler Young  
Sales Engineer  
[tyoung@dptgroup.com](mailto:tyoung@dptgroup.com)  
September 17, 2025  
Revision #1

**NOTE: Page 3 & 4 must be completed before units will be released.**

# TABLE OF CONTENTS

| <b>SECTION</b>                          | <b>PAGE</b> |
|-----------------------------------------|-------------|
| SUBMITTAL NOTES .....                   | 3           |
| PROJECT INFORMATION SHEET .....         | 4           |
| BILL OF MATERIALS FURNISHED .....       | 5           |
| PERFORMANCE DATA .....                  | 7           |
| SOUND PERFORMANCE DATA .....            | 8           |
| MOTOR DATA .....                        | 9           |
| PERFORMANCE CURVES .....                | 11          |
| DETAIL SCHEMATICS .....                 | 15          |
| GRILLAGE DRAWING .....                  | 22          |
| MAKEUP FLOAT VALVE .....                | 24          |
| VIBRATION SWITCH .....                  | 25          |
| MOTOR SPACE HEATER .....                | 27          |
| DELIVERY AND HOISTING INFORMATION ..... | 29          |
| WARRANTY .....                          | 31          |
| TERMS AND CONDITIONS .....              | 32          |

## SUBMITTAL NOTES

The following table must be completed prior to releasing the equipment for fabrication. Please initial the column indicating the information contained in this submittal has been verified, or indicate to refer to a marked-up page.

| SUBMITTAL VERIFICATION                                                                                          |                           |
|-----------------------------------------------------------------------------------------------------------------|---------------------------|
|                                                                                                                 | <i>Purchaser Initials</i> |
| Electrical voltage, electrical connections, and piping connections are compatible with jobsite requirements.    |                           |
| Cooling Tower Performance & options shown in this submittal are correct.                                        |                           |
| Unit tag designations are correct.                                                                              |                           |
| Equipment dimensions and weights have been verified to comply with jobsite conditions and rigging requirements. |                           |

SUBMITTAL NOTES

Please fill out the following table and refer to the receiving/rigging instructions in this submittal to help ensure a smooth delivery and installation of the equipment.

| DELIVERY INFORMATION                                               |                                                                 |
|--------------------------------------------------------------------|-----------------------------------------------------------------|
|                                                                    | <i>Please fill out information below</i>                        |
| Contact name for coordinating delivery with transportation company | Chris Bilau                                                     |
| Contact phone number                                               | 402-507-0844                                                    |
| Advance notice prior to delivering equipment (typically 48 hours)  | 48 hours                                                        |
| Ship to address:                                                   | 8701 Pacific Street<br>Omaha, NE 68114                          |
| Other special shipping instructions or requirements                | Delivery address subject to change based on production schedule |

COORDINATE  
DELIVERY DATE  
WITH OWNER  
REPRESENTATIVE



## SUBJECT: PROJECT INFORMATION SHEET

To help us process your order quickly and accurately, please fill out the entire form and return to your SPX Sales Representative or SPX Sales Office as soon as possible. **Please do not leave any blanks. Please include a copy of the Payment Bond.** To avoid shipping delays, a prompt response is appreciated. Thank You

|                                          |                                                    |
|------------------------------------------|----------------------------------------------------|
| <b>Your Job Identification #:</b>        | TYLER YOUNG_250911_060252266                       |
| <b>Name of Job:</b>                      | WESTSIDE HIGH SCHOOL FLUID COOLER                  |
| <b>Job Address:</b>                      | 8701 PACIFIC ST, OMAHA, NE 68114                   |
| <b>Shipping Address:</b>                 | TBD BY INSTALLING CONTRACTOR                       |
| <b>Name of Property Owner:</b>           | WESTSIDE COMMUNITY SCHOOLS                         |
| <b>(Legal Owner, not Lessee):</b>        | WESTSIDE COMMUNITY SCHOOLS                         |
| <b>Owner's Address:</b>                  | 909 SOUTH 76 <sup>TH</sup> STREET, OMAHA, NE 68114 |
| <b>Name of General/Prime Contractor:</b> | N/A - OWNER PURCHASE                               |
| <b>General Prime Contractor Address:</b> | N/A - OWNER PURCHASE                               |
| <b>Name of Mechanical Contractor:</b>    | TBD                                                |
| <b>Mechanical Contractor Address:</b>    | TBD                                                |

Bond Information is required for government projects. If bond was not required at the Prime or Subcontract level, mark as N/A.

|                        |  |
|------------------------|--|
| <b>Bond:</b>           |  |
| <b>Name of Surety:</b> |  |
| <b>Bond #:</b>         |  |
| <b>Address:</b>        |  |
| <b>Telephone #:</b>    |  |
| <b>Name of Agent:</b>  |  |
| <b>Address:</b>        |  |
| <b>Telephone #:</b>    |  |

By signing below, the person completing this form attests to the veracity of the information provided herein, and has inquired of the parties listed above as to the existence of any bond provided on this job. State law may require a bond be provided in certain instances, and if no bond is listed above, the person named below affirms that any such law is not applicable hereto.

|      |       |      |
|------|-------|------|
|      |       |      |
| Name | Title | Date |

SPX Cooling Tech, LLC Quote # TYLER YOUNG\_250911\_060252266

9/5/2025

| MODEL                                                                                    | PERFORMANCE CONDITIONS                                                                                                                                                         | MECHANICAL DATA PER CELL                                                                                                                                                                                                                                                | DIMENSIONS                                                                                                                                                                                                                         | WEIGHTS                                                                                                                                     |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Quantity of (1) Marley model <b>DTW1218TJDE</b> factory assembled 2-Cell fluid cooler(s) | Process Water Additive: 40% Propylene Glycol<br>Per 2-cell cooler: 1,950.0 gpm<br>95.0 °F Entering<br>85.0 °F Leaving<br>78.0 °F Entering WB (unknown) psi fluid pressure drop | <b>Fan(s): 1</b><br><br><b>Motor(s): 1 @ 40 HP /460v</b><br>1.15sf / TEFC<br>1800 RPM<br>Premium Efficiency<br>Inverter duty<br>nameplated60Hz/120V space heater<br>External motor shaft grounding ring<br><br><b>Pump(s): 1 @ 5 HP</b><br><br><i>Site Voltage; 480</i> | Each cell (without pump and options):<br>Length 18' - 1 3/4"<br>Width 11' - 11 3/4"<br>Height 19' - 2 5/8"<br>Per 2-cell tower (with pump(s) and options):<br>Length 40' - 3 7/16"<br>Width 17' - 10 11/16"<br>Height 19' - 2 5/8" | Per cell:<br><b>Shipping: 44,722 lb</b><br>Operating: 59,761 lb<br>Per 2-cell tower:<br>Shipping: 89,443 lb<br><b>Operating: 119,521 lb</b> |

*Quantities shown below are per Fluid Cooler.*

**Base Construction/Equipment:**

S300 stainless steel casing, framing, collection basin, and air inlet  
 Removable triple-pass PVC air inlet louvers  
 Splash attenuation media installed in collection basin to reduce air inlet sound levels  
 Marley designed and manufactured triple-pass 17 mil PVC drift eliminators  
**Marley designed Geareducer® with 5-year warranty**  
 Quiet fan with aluminum blades  
 HDG steel fan guard

**Coil Section:**

(4) 4 in (102 mm) Groove and Welding Bevel wet coil inlet & outlet connections per cell for process fluid  
 Aero-X™ Finned Galvanized steel tube bundles consisting of fully welded box headers with streamlined finned  
 tube serpentine coils. Tube bundles pressure tested to 375 psi; max operating design pressure of 300 psi

**Collection Basin Connections and Accessories:**

3 in (76 mm) diameter combination drain and overflow in each cell  
 (1) 1 in (25.4 mm) Makeup Connection with Mechanical Float Valve per cell located on All Cells  
 Collection Basin Depressed Floor Location - Face A

**Distribution System and Accessories:**

Stainless steel header box and PVC branch arms with large-orifice clog resistant spray nozzles threaded for easy removal

**Maintenance & Maintenance Access Features:**

Fluid cooler is designed in accordance with OSHA safety standards  
 Removable louvers for access to collection basin  
 Removable panel for access to louvers  
 Large access panel adjacent to the motor and drive system  
 Galvanized Steel Full-length Access Platform  
 Aluminum safety cage(s) included at the top of the access ladder(s)

**Control Systems:**

(1) IMI 685A Mechanical sw, DPDT, manual reset + 30' cord vibration cutoff switch per cell

**Chemical Delivery System:**

None

**Total Sell Price ..... (US Dollar) \$ 622,900.00**  
**( Freight included. Installation labor not included. Taxes not included.)**

---

*Terms are net 30 days, 20% due at time of submittals issued, 40% at release for production, and 40% at shipment. Tax is not included. Tariffs, if applicable, are not included. Freight is FOB Factory. The quote is valid for 15 days. Price and availability are current as of the date of the proposal. If Data Power Technology Group receives a purchase order for the above proposal, please make it out to:*

*Data Power Mechanical NE  
a member of Data Power Technology Group  
6565 South 118th Street  
Omaha, NE 68137*

**Tyler Young**

Tel (402) 917-8117 | Fax (402) 592-4358  
tyoung@dptgroup.com | www.dptgroup.com

**Jeremy Hunter**

Tel (402) 213-0316 | Fax (402) 592-4358  
jhunter@dptgroup.com | www.dptgroup.com

**Jeff Wortman**

Tel (402) 677-4966 | Fax (402) 592-4358  
jwortman@dptgroup.com | www.dptgroup.com

## Job Information

## Selected by

Data Power Mechanical Nebraska,  
LLC  
6565 S. 118th Street  
Omaha, Nebraska 68137

Tyler Young  
4029178117  
tyoung@dptgroup.com

## Marley DTW1218TJDE2L

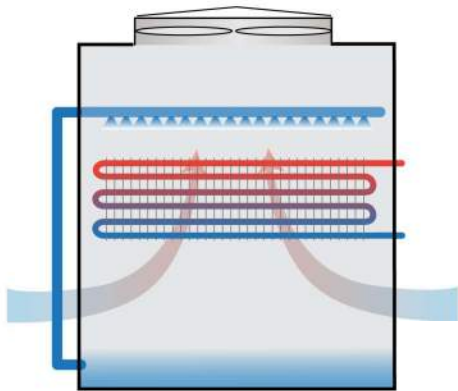
Marley DTW Finned Coil Induced Draft Counterflow Finned Coil Fluid Cooler  
In-line Quiet Fan, Finned Aero-X™ Galv Coil, Splash Attenuation (J)

<https://spxcooling.com/evaporative-fluid-coolers/marley-dt-fluid-cooler/>

## Selection

|                           |                           |
|---------------------------|---------------------------|
| Model                     | DTW1218TJDE2L             |
| Number of Cells           | 2                         |
| Capacity                  | 104.0%                    |
| ASHRAE 90.1 Eff. (gpm/Hp) | 37                        |
| Fill Type                 | NA                        |
| Coil Material             | Finned Aero-X™ Galvanized |

This selection satisfies your design conditions.



## Design Conditions

|                         |                        |
|-------------------------|------------------------|
| Fluid                   | 40.0% Propylene Glycol |
| Total Flow (gpm)        | 1950                   |
| HWT (°F)                | 95                     |
| CWT (°F)                | 85                     |
| WBT (°F)                | 78                     |
| Total Heat Load (Btu/h) | 8996700                |

## Mechanical

|                           | Per Cell | Total  |
|---------------------------|----------|--------|
| Fan Type                  | Quiet    |        |
| Fans                      | 1        | 2      |
| Fan Speed (rpm)           | 276      |        |
| Fan Motor Speed (rpm)     | 1800     |        |
| Fan Motor Nameplate (Hp)  | 40       | 80     |
| Fan Motor Rated (BHp)     | 40       | 80     |
| Fan Motor Required (BHp)* | 35.57    | 71.15  |
| Airflow (cfm)             | 118000   | 236000 |
| Pumps                     | 1        | 2      |
| Pump Motor Rated (BHp)    | 5        | 10     |
| Pump Water Flow (gpm)     | 595      | 1190   |

\* Fan Motor Required power assumes variable speed operation.

## Weights / Dimensions (options NOT included, refer to drawings)

|                             | Per Cell    | Total       |
|-----------------------------|-------------|-------------|
| Volume (cu ft)              | 11'-11 3/4" | 23'-11 1/2" |
| Length                      | 28'-0"      | 41'-3"      |
| Height                      | 19'-2 5/8"  | 19'-2 5/8"  |
| Shipping Weight (lb)        | 36300       | 72600       |
| Haviest Section Weight (lb) | 27800       | 27800       |
| Clearance Solid Wall *      | 5'-3"       |             |
| Clearance 50% Open Wall *   | 3'          |             |

\* Air inlet clearances with no performance impact; reduced if tower elevated

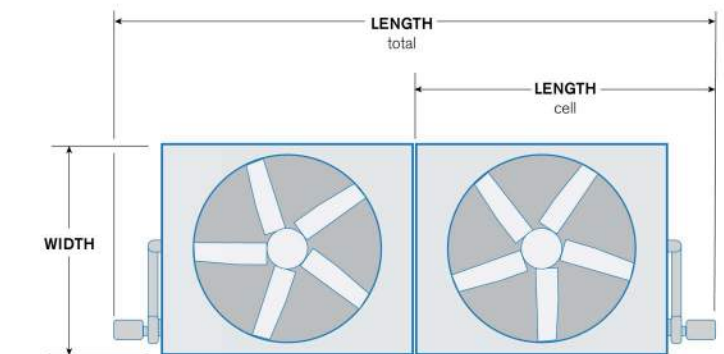
## Other Data

|                                   |      |
|-----------------------------------|------|
| Coil Pressure Drop (psi)          | 14.3 |
| Dry Switchpoint, 100.0% Load (°F) | 50   |
| Evaporation, 50% RH (gpm)         | 19.9 |

## Heater Sizing (to prevent collection basin freezing during shutdown)

|              |       |       |      |      |      |      |
|--------------|-------|-------|------|------|------|------|
| kW/Cell      | 18    | 15    | 12   | 9    | 7.5  | 6    |
| Ambient (°F) | -14.8 | -4.97 | 4.84 | 14.6 | 19.6 | 24.5 |

Basin heaters not required



Plan View

## Heat Loss (50°F inlet fluid, -10°F ambient, 45mph wind, unit off)

|                           |         |
|---------------------------|---------|
| Standard Unit             | 2022000 |
| with Dampers              | 832200  |
| with Dampers & Insulation | 725800  |

REFERENCE DIMENSIONS AND WEIGHTS ON CONFIGURED DRAWINGS

## Job Information

## Selected by

|                                     |                     |
|-------------------------------------|---------------------|
| Data Power Mechanical Nebraska, LLC | Tyler Young         |
| 6565 S. 118th Street                | Tel 4029178117      |
| Omaha,NebraskaUSA68137              | tyoung@dptgroup.com |

## Selection

|               |                         |                             |           |
|---------------|-------------------------|-----------------------------|-----------|
| Manufacturer  | Marley                  | Fan Speed (96.0%)           | 265 rpm   |
| Product       | DTW Finned Coil         | Fan Tip Speed (96.0%)       | 9160 fpm  |
| Model         | DTW1218TJDE2L           | Fan Motor Speed (96.0%)     | 1729 rpm  |
| Cells         | 1                       | Fan Motor Capacity per cell | 40 Hp     |
| Fan           | 11 ft, 7 Blades , Quiet | Fan Motor Output per cell   | 35.57 BHp |
| Fans per cell | 1                       | Fan Motor Output total      | 35.57 BHp |

Model Group      In-line Quiet Fan, Finned Aero-X™  
Galv Coil, Splash Attenuation (J)

## Sound

1 - Cell sound data for an unobstructed environment.

Sound Pressure Level (SPL) expressed in dB (re: 20x10<sup>-6</sup> Pa)

Sound Power Level (PWL) expressed in dB (re: 1x10<sup>-12</sup> watts)

| Distance | Location           | Octave Band Center Frequency (Hz) |     |     |     |      |      |      |      | Overall dBA |
|----------|--------------------|-----------------------------------|-----|-----|-----|------|------|------|------|-------------|
|          |                    | 63                                | 125 | 250 | 500 | 1000 | 2000 | 4000 | 8000 |             |
| 5 ft     | Air Inlet Side SPL | 88                                | 82  | 77  | 70  | 68   | 66   | 65   | 62   | 75          |
| 5 ft     | Air Inlet End SPL  | 88                                | 82  | 77  | 70  | 68   | 66   | 65   | 62   | 75          |
| 5 ft     | Fan Discharge SPL  | 91                                | 86  | 82  | 80  | 76   | 73   | 70   | 62   | 82          |
| 50 ft    | Air Inlet Side SPL | 81                                | 73  | 64  | 57  | 56   | 50   | 48   | 45   | 63          |
| 50 ft    | Air Inlet End SPL  | 81                                | 73  | 64  | 57  | 56   | 50   | 48   | 45   | 63          |
| 50 ft    | Fan Discharge SPL  | 82                                | 76  | 72  | 69  | 64   | 60   | 57   | 50   | 71          |
|          | Tower PWL          | 115                               | 108 | 104 | 100 | 96   | 92   | 89   | 82   | 102         |

## Notes

- Sound Pressure Levels at Fan Discharge are measured opposite the motor, far enough outside the air stream to prevent air noise from affecting the reading.
- Data developed in accordance with Cooling Technology Institute ATC-128 for Small Heat Rejection Equipment per 2025 revision. Sound power level Overall dBA has been adjusted per ATC-128 Appendix H directivity correction.

## Other Resources

For additional information on sound-related topics please see:

Sound Power Impacts Per CTI Code Revision

<https://spxcooling.com/library/sound-power-impacts-per-cti-code-revision/>

Understanding and Evaluating Cooling Tower Sound Levels Among Manufacturers

<https://spxcooling.com/library/understanding-and-evaluating-cooling-tower-sound-levels-among-manufacturers/>



No.:

Date: 18-DEC-2015

## DATA SHEET

## Three-phase induction motor - Squirrel cage rotor

Customer :  
 Product line : W22 Cooling Tower Motors: NEMA Premium - TEFC

Frame : 324T  
 Output : 40 HP  
 Frequency : 60 Hz  
 Poles : 4  
 Full load speed : 1775  
 Slip : 1.39 %  
 Voltage : 208-230/460 V  
 Rated current : 104-94.2/47.1 A  
 Locked rotor current : 575/287 A  
 Locked rotor current (I<sub>L</sub>/I<sub>n</sub>) : 6.1  
 No-load current : 32.0/16.0 A  
 Full load torque : 117 lb.ft  
 Locked rotor torque : 220 %  
 Breakdown torque : 240 %  
 Design : B  
 Insulation class : F  
 Temperature rise : 80 K  
 Locked rotor time : 20 s (hot)  
 Service factor : 1.25  
 Duty cycle : S1  
 Ambient temperature : -20°C - +40°C  
 Altitude : 1000  
 Degree of Protection : IP55  
 Approximate weight : 492 lb  
 Moment of inertia : 9.1624 sq.ft.lb  
 Noise level : 66 dB(A)

|                     | D.E.        | N.D.E.      |
|---------------------|-------------|-------------|
| Bearings            | 6312 2RS-C3 | 6212 2RS-C3 |
| Regreasing interval | ---         | ---         |
| Grease amount       | ---         | ---         |

| Load | Power factor | Efficiency (%) |
|------|--------------|----------------|
| 100% | 0.85         | 94.1           |
| 75%  | 0.80         | 94.1           |
| 50%  | 0.72         | 93.6           |

Notes:

Typical Motor Data Sheet

Performed by

Checked

# DATA SHEET

## PUMP MOTOR DATASHEET



### Three Phase Induction Motor - Squirrel Cage

|                                                                                                                                                                                                                                                                                        |                         |                         |                          |                                                                                                                                                                                                                     |                         |                         |                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------|
| Customer :                                                                                                                                                                                                                                                                             |                         |                         |                          |                                                                                                                                                                                                                     |                         |                         |                         |
| Customer reference :                                                                                                                                                                                                                                                                   |                         |                         |                          |                                                                                                                                                                                                                     |                         |                         |                         |
|                                                                                                                                                                                                                                                                                        |                         |                         |                          | Product code :                                                                                                                                                                                                      |                         | 11583024                |                         |
|                                                                                                                                                                                                                                                                                        |                         |                         |                          | Catalog # :                                                                                                                                                                                                         |                         | 00518ET3E184JM-W22      |                         |
| Frame : 182/4JM<br>Insulation class : F<br>Duty cycle : Cont.(S1)<br>Ambient temperature : -20°C to 40°C<br>Altitude : 1000 m.a.s.l.<br>Protection Degree : IP55<br>Design : B                                                                                                         |                         |                         |                          | Cooling method : IC411 - TEFC<br>Mounting : F-1<br>Rotation <sup>1</sup> : Both (CW and CCW)<br>Starting method : Direct On Line<br>Approx. weight <sup>3</sup> : 101 lb<br>Moment of inertia (J) : 0.4003 sq.ft.lb |                         |                         |                         |
| Output HP                                                                                                                                                                                                                                                                              | 5                       | 4                       | 4                        | 4                                                                                                                                                                                                                   | 5                       | 5                       | 5                       |
| Poles                                                                                                                                                                                                                                                                                  | 4                       | 4                       | 4                        | 4                                                                                                                                                                                                                   | 4                       | 4                       | 4                       |
| Frequency [Hz]                                                                                                                                                                                                                                                                         | 60                      | 50                      | 50                       | 50                                                                                                                                                                                                                  | 50                      | 50                      | 50                      |
| Rated voltage [V]                                                                                                                                                                                                                                                                      | 208-230/460             | 380                     | 400                      | 415                                                                                                                                                                                                                 | 380                     | 400                     | 415                     |
| Rated current (A)                                                                                                                                                                                                                                                                      | 14.3-12.9/6.45          | 6.42                    | 6.13                     | 6.14                                                                                                                                                                                                                | 7.74                    | 7.44                    | 7.35                    |
| L. R. Amperes (A)                                                                                                                                                                                                                                                                      | 107-96.7/48.4           | 44.9                    | 47.2                     | 50.4                                                                                                                                                                                                                | 44.9                    | 47.6                    | 50.7                    |
| LRC (A)                                                                                                                                                                                                                                                                                | 7.5x(Code J)            | 7.0x(Code J)            | 7.7x(Code K)             | 8.2x(Code L)                                                                                                                                                                                                        | 5.8x(Code G)            | 6.4x(Code H)            | 6.9x(Code J)            |
| No load current (A)                                                                                                                                                                                                                                                                    | 3.20-6.40/3.20          | 3.15                    | 3.45                     | 3.70                                                                                                                                                                                                                | 3.15                    | 3.45                    | 3.70                    |
| Rated speed [RPM]                                                                                                                                                                                                                                                                      | 1755                    | 1455                    | 1455                     | 1460                                                                                                                                                                                                                | 1440                    | 1445                    | 1450                    |
| Slip [%]                                                                                                                                                                                                                                                                               | 2.50                    | 3.00                    | 3.00                     | 2.67                                                                                                                                                                                                                | 4.00                    | 3.67                    | 3.33                    |
| Rated torque                                                                                                                                                                                                                                                                           | 14.8                    | 14.2                    | 14.2                     | 14.2                                                                                                                                                                                                                | 18.0                    | 17.9                    | 17.9                    |
| Locked rotor torque [%]                                                                                                                                                                                                                                                                | 229                     | 229                     | 260                      | 290                                                                                                                                                                                                                 | 180                     | 210                     | 229                     |
| Breakdown torque [%]                                                                                                                                                                                                                                                                   | 320                     | 300                     | 350                      | 380                                                                                                                                                                                                                 | 240                     | 280                     | 300                     |
| Service factor                                                                                                                                                                                                                                                                         | 1.25                    | 1.15                    | 1.15                     | 1.15                                                                                                                                                                                                                | 1.15                    | 1.15                    | 1.15                    |
| Temperature rise                                                                                                                                                                                                                                                                       | 80 K                    | 80 K                    | 80 K                     | 80 K                                                                                                                                                                                                                | 80 K                    | 80 K                    | 80 K                    |
| Locked rotor time                                                                                                                                                                                                                                                                      | 27s (cold)<br>15s (hot) | 21s (cold)<br>12s (hot) | 21s (cold)<br>12s (hot)  | 21s (cold)<br>12s (hot)                                                                                                                                                                                             | 21s (cold)<br>12s (hot) | 21s (cold)<br>12s (hot) | 21s (cold)<br>12s (hot) |
| Noise Level <sup>2</sup>                                                                                                                                                                                                                                                               | 56.0 dB(A)              | 56.0 dB(A)              | 56.0 dB(A)               | 56.0 dB(A)                                                                                                                                                                                                          | 56.0 dB(A)              | 56.0 dB(A)              | 56.0 dB(A)              |
| Efficiency (%)                                                                                                                                                                                                                                                                         | 25%                     | 88.2                    | 87.7                     | 86.4                                                                                                                                                                                                                | 86.2                    | 89.2                    | 88.1                    |
|                                                                                                                                                                                                                                                                                        | 50%                     | 88.5                    | 87.5                     | 86.7                                                                                                                                                                                                                | 86.5                    | 88.5                    | 87.5                    |
|                                                                                                                                                                                                                                                                                        | 75%                     | 89.5                    | 88.2                     | 88.2                                                                                                                                                                                                                | 88.2                    | 87.5                    | 88.5                    |
|                                                                                                                                                                                                                                                                                        | 100%                    | 89.5                    | 87.7                     | 88.2                                                                                                                                                                                                                | 88.2                    | 86.5                    | 87.5                    |
| Power Factor                                                                                                                                                                                                                                                                           | 25%                     | 0.37                    | 0.37                     | 0.33                                                                                                                                                                                                                | 0.30                    | 0.43                    | 0.36                    |
|                                                                                                                                                                                                                                                                                        | 50%                     | 0.62                    | 0.61                     | 0.57                                                                                                                                                                                                                | 0.53                    | 0.69                    | 0.61                    |
|                                                                                                                                                                                                                                                                                        | 75%                     | 0.74                    | 0.75                     | 0.71                                                                                                                                                                                                                | 0.67                    | 0.80                    | 0.77                    |
|                                                                                                                                                                                                                                                                                        | 100%                    | 0.80                    | 0.81                     | 0.79                                                                                                                                                                                                                | 0.76                    | 0.84                    | 0.80                    |
| Bearing type :                                                                                                                                                                                                                                                                         |                         | Drive end<br>6307 ZZ    | Non drive end<br>6206 ZZ | Foundation loads                                                                                                                                                                                                    |                         |                         |                         |
| Sealing :                                                                                                                                                                                                                                                                              |                         | V'Ring                  | V'Ring                   | Max. traction : 296 lb                                                                                                                                                                                              |                         |                         |                         |
| Lubrication interval :                                                                                                                                                                                                                                                                 |                         | -                       | -                        | Max. compression : 398 lb                                                                                                                                                                                           |                         |                         |                         |
| Grease amount :                                                                                                                                                                                                                                                                        |                         | -                       | -                        |                                                                                                                                                                                                                     |                         |                         |                         |
| Grease type :                                                                                                                                                                                                                                                                          |                         | Mobil Polyrex EM        |                          |                                                                                                                                                                                                                     |                         |                         |                         |
| Notes<br><br>Typical motor data sheet. Always confirm with motor nameplate.                                                                                                                                                                                                            |                         |                         |                          |                                                                                                                                                                                                                     |                         |                         |                         |
| This revision replaces and cancel the previous one, which must be eliminated.<br>(1) Looking the motor from the shaft end.<br>(2) Measured at 1m and with tolerance of +3dB(A).<br>(3) Approximate weight subject to changes after manufacturing process.<br>(4) At 100% of full load. |                         |                         |                          | These are average values based on tests with sinusoidal power supply, subject to the tolerances stipulated in NEMA MG-1                                                                                             |                         |                         |                         |
| Rev.                                                                                                                                                                                                                                                                                   | Changes Summary         |                         |                          | Performed                                                                                                                                                                                                           | Checked                 | Date                    |                         |
| Performed by                                                                                                                                                                                                                                                                           |                         |                         |                          |                                                                                                                                                                                                                     |                         |                         |                         |
| Checked by                                                                                                                                                                                                                                                                             |                         |                         |                          |                                                                                                                                                                                                                     |                         |                         |                         |
| Date                                                                                                                                                                                                                                                                                   | 01/06/2017              |                         |                          |                                                                                                                                                                                                                     |                         | Page<br>1 / 1           | Revision                |

WET PERFORMANCE CURVE

CoolSpec™ Version 8.3.0

Job Information

Selected by

Data Power Mechanical Nebraska, LLC  
6565 S. 118th Street  
Omaha, Nebraska 68137 USA

Tyler Young  
4029178117  
tyoung@dptgroup.com

|                             |                         |
|-----------------------------|-------------------------|
| Manufacturer                | Marley                  |
| Product                     | DTW Finned Coil         |
| Model                       | DTW1218TIDE2L           |
| Cells                       | 2                       |
| Fan                         | 11 ft, 7 Blades , Quiet |
| Fans per cell               | 1                       |
| Fan Motor Capacity per cell | 40 HP                   |

Design Conditions

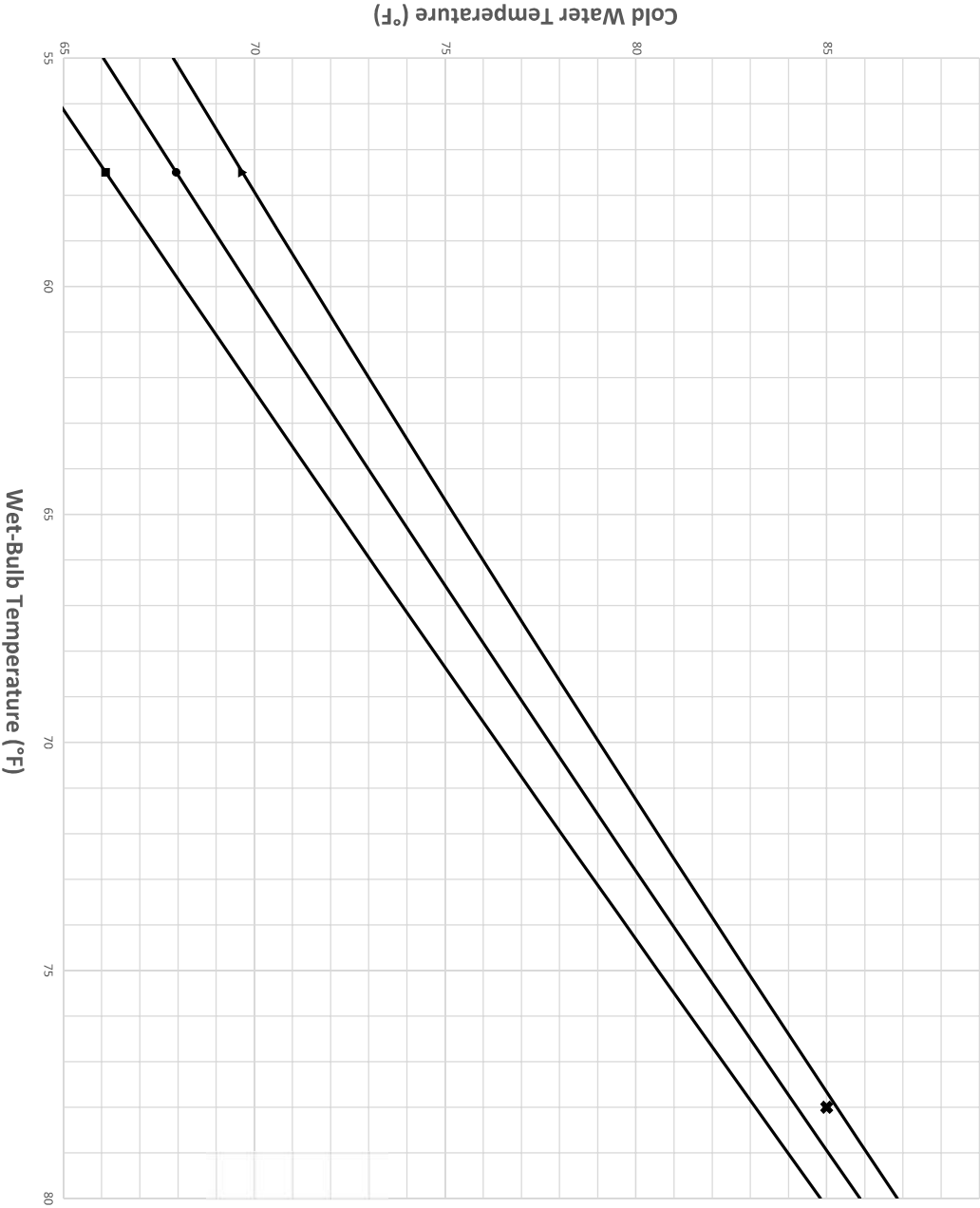
|                          |          |
|--------------------------|----------|
| Tower Water Flow         | 1950 gpm |
| HWT                      | 95 °F    |
| CWT                      | 85 °F    |
| WBT                      | 78 °F    |
| Propylene Glycol Content | 40%      |

Curve Conditions

|                           |          |
|---------------------------|----------|
| Tower Water Flow (90 %)   | 1755 gpm |
| Fan Speed (100 %)         | 276 rpm  |
| Fan Motor Speed (100 %)   | 1800 rpm |
| Fan Motor Output per cell | 40 BHP   |
| Fan Motor Output total    | 80 BHP   |

Legend

- 8 °F Range
- 10 °F Range
- 12 °F Range
- X Design Point



WET PERFORMANCE CURVE

CoolSpec™ Version 8.3.0

Job Information

Selected by

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Omaha, Nebraska 68137 USA

Tyler Young  
4029178117  
tyoung@dpengineering.com

|                             |                         |
|-----------------------------|-------------------------|
| Manufacturer                | Marley                  |
| Product                     | DTW Finned Coil         |
| Model                       | DTW1218TJDE2L           |
| Cells                       | 2                       |
| Fan                         | 11 ft, 7 Blades , Quiet |
| Fans per cell               | 1                       |
| Fan Motor Capacity per cell | 40 HP                   |

Design Conditions

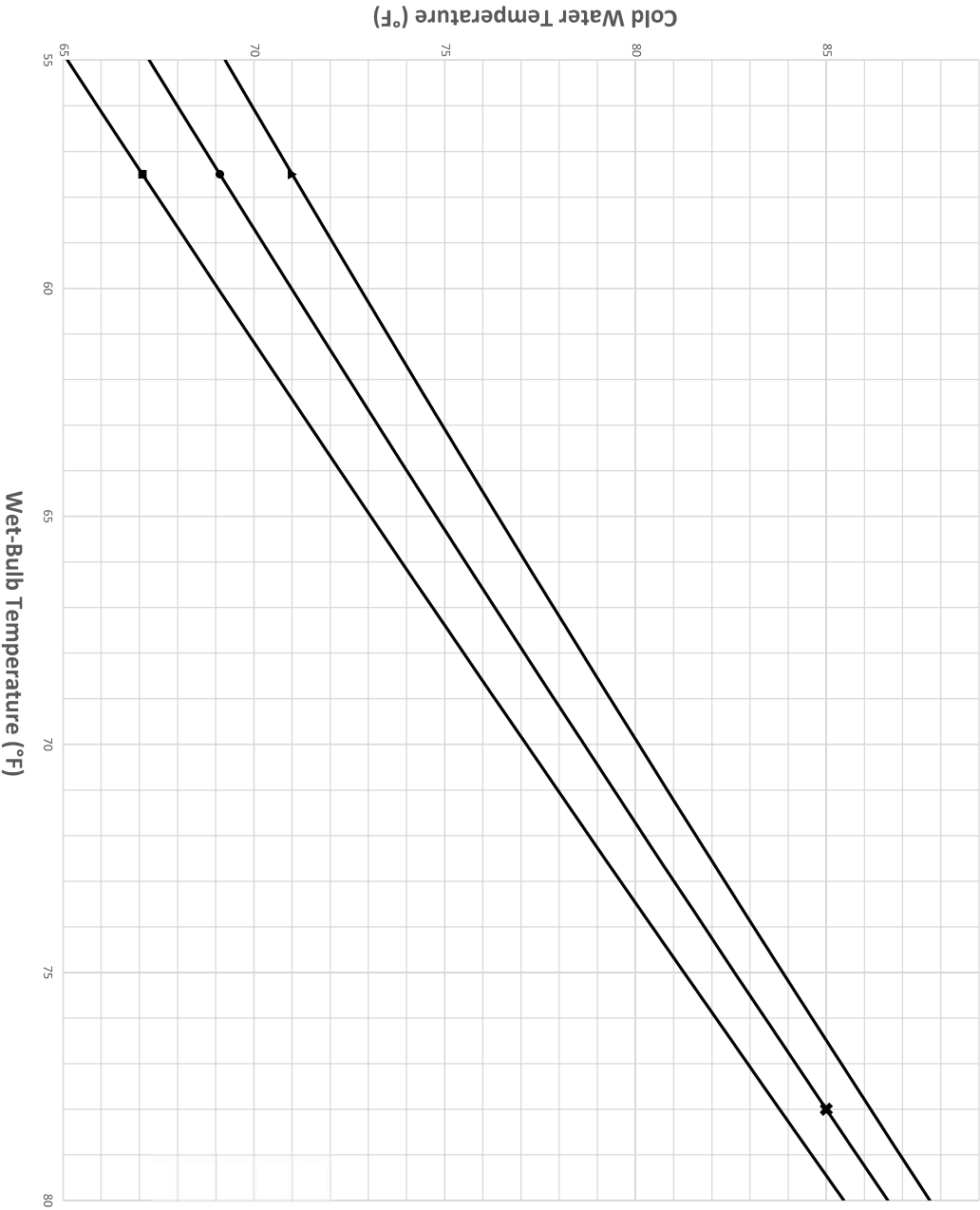
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|--------------------------|----------|
| Tower Water Flow         | 1950 gpm |
| HWI                      | 95 °F    |
| CWT                      | 85 °F    |
| WBT                      | 78 °F    |
| Propylene Glycol Content | 40%      |

Curve Conditions

|                           |          |
|---------------------------|----------|
| Tower Water Flow (100 %)  | 1950 gpm |
| Fan Speed (100 %)         | 276 rpm  |
| Fan Motor Speed (100 %)   | 1800 rpm |
| Fan Motor Output per cell | 40 BHP   |
| Fan Motor Output total    | 80 BHP   |

Legend

- 8 °F Range
- 10 °F Range
- 12 °F Range
- X Design Point



WET PERFORMANCE CURVE

CoolSpec™ Version 8.3.0

Job Information

Selected by

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6565 S. 118th Street  
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|                             |                         |
|-----------------------------|-------------------------|
| Manufacturer                | Marley                  |
| Product                     | DTW Finned Coil         |
| Model                       | DTW1218TJDE2L           |
| Cells                       | 2                       |
| Fan                         | 11 ft, 7 Blades , Quiet |
| Fans per cell               | 1                       |
| Fan Motor Capacity per cell | 40 HP                   |

Design Conditions

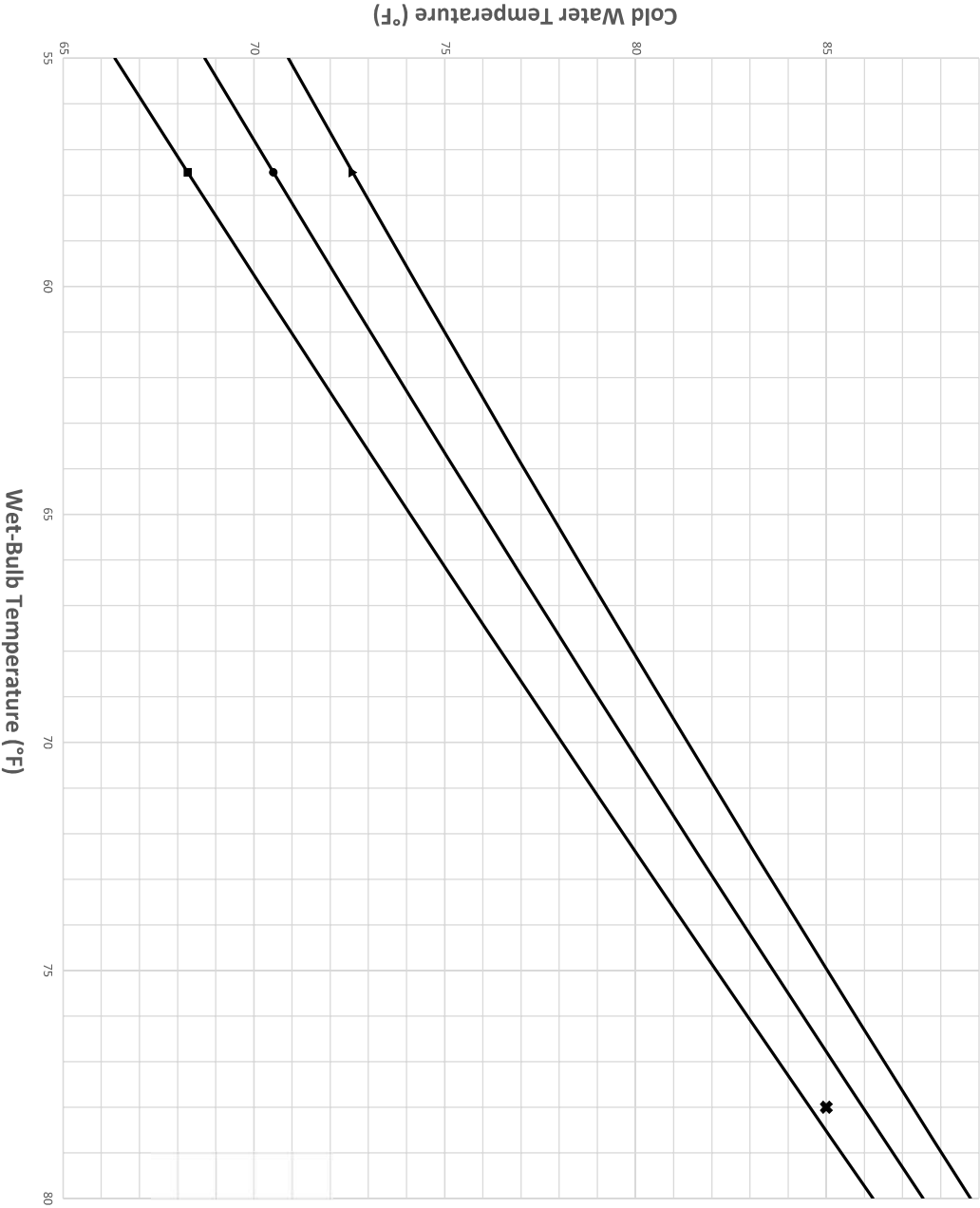
|                          |          |
|--------------------------|----------|
| Tower Water Flow         | 1950 gpm |
| HWI                      | 95 °F    |
| CWT                      | 85 °F    |
| WBT                      | 78 °F    |
| Propylene Glycol Content | 40%      |

Curve Conditions

|                           |          |
|---------------------------|----------|
| Tower Water Flow (110 %)  | 2145 gpm |
| Fan Speed (100 %)         | 276 rpm  |
| Fan Motor Speed (100 %)   | 1800 rpm |
| Fan Motor Output per cell | 40 BHP   |
| Fan Motor Output total    | 80 BHP   |

Legend

- 8 °F Range
- 10 °F Range
- 12 °F Range
- X Design Point



DRY PERFORMANCE CURVE

CoolSpec™ Version 8.3.0

Job Information

Selected by

Data Power Mechanical Nebraska, LLC  
6565 S. 118th Street  
Omaha, Nebraska 68137 USA

Tyler Young  
4029178117  
tyoung@dpdgroupp.com

|                             |                         |
|-----------------------------|-------------------------|
| Manufacturer                | Marley                  |
| Product                     | DTW Finned Coil         |
| Model                       | DTW1218TIDE2L           |
| Cells                       | 2                       |
| Fan                         | 11 ft, 7 Blades , Quiet |
| Fans per cell               | 1                       |
| Fan Motor Capacity per cell | 40 HP                   |

Design Conditions

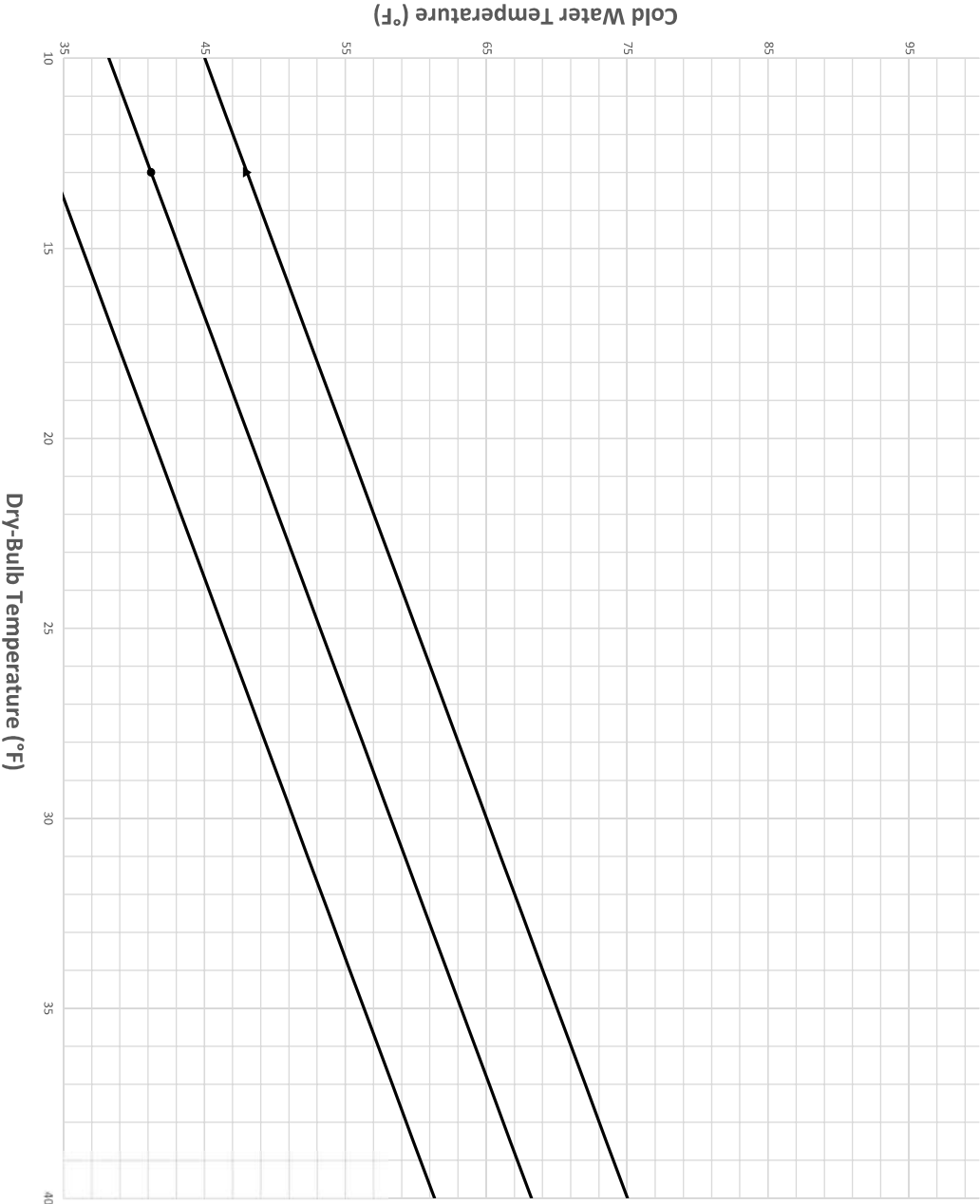
|                          |          |
|--------------------------|----------|
| Total Process Flow       | 1950 gpm |
| HWT                      | 95 °F    |
| CWT                      | 85 °F    |
| WBT                      | 78 °F    |
| Propylene Glycol Content | 40%      |

Curve Conditions

|                            |          |
|----------------------------|----------|
| Dry Mode Operation         |          |
| Total Process Flow (100 %) | 1950 gpm |
| Fan Speed (100 %)          | 276 rpm  |
| Fan Motor Speed (100 %)    | 1800 rpm |
| Fan Motor Output per cell  | 40 BHP   |
| Fan Motor Output total     | 80 BHP   |

Legend

- 6 °F Range
- 8 °F Range
- 10 °F Range

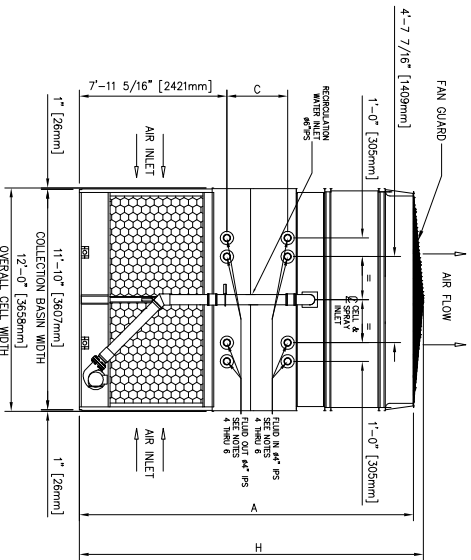


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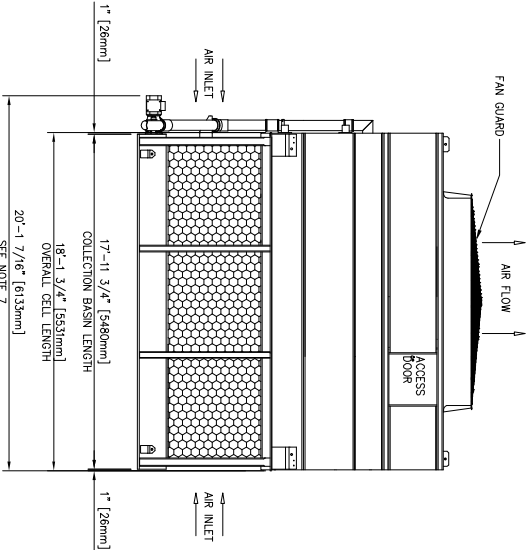
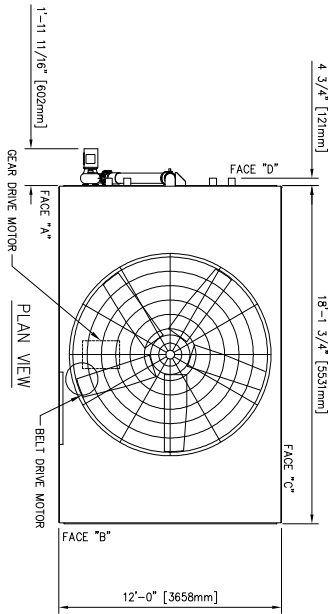
1. THE EQUIPMENT MUST BE INSTALLED LEVEL TO INSURE MAXIMUM THERMAL PERFORMANCE AND TO AVOID PACKING.
2. AIR INLET FACES MUST HAVE AN ADEQUATE AIR SUPPLY. IF OBSTRUCTIONS EXIST, CONSULT YOUR SALES REPRESENTATIVE.
3. FOR TOWER SUPPORT REQUIREMENTS, WEIGHTS AND LOADS, REFER TO THE "SUGGESTED SUPPORTING STEEL ARRANGEMENT" DRAWING.
4. RECIRCULATION PUMP AND/OR COIL CONNECTIONS MAY OPTIONALLY BE LOCATED ON FACE "B". MECHANICAL ACCESS MAY BE LOCATED OPTIONALLY ON FACE "C". REFER TO THE SCHEMATIC LAYOUT AND "COLLECTION BASIN DETAILS" DRAWINGS FOR ADDITIONAL DETAILS.
5. COIL INLET PIPE CONNECTIONS ARE GROOVED TO SUIT A MECHANICAL COUPLING AND BEVELED FOR WELDING. FLANGED CONNECTIONS ARE AVAILABLE AS AN OPTION.
6. FLUID RISERS BY OTHERS, RISERS TO BE SELF SUPPORTING AND MUST NOT ADD EXTRA WEIGHT TO THE EQUIPMENT. IF CONNECTION IS TO BE WELDED, PRECAUTIONS MUST BE TAKEN TO PROTECT TOWER FROM EXCESS HEAT DURING WELDING.
7. PUMP DIMENSION IS BASED ON A STANDARD SCOT 59 FRAME 60HZ PUMP. OTHER PUMP MODELS, 50HZ FRAMES, OR OTHER OPTIONS MAY INCREASE DIMENSION.
8. ASSEMBLY TOLERANCE IS  $\pm 1/8"$  [ $\pm 3mm$ ]. CONSULT SUPPLIERS OF SUPPORTING STRUCTURE FOR CONSTRUCTION TOLERANCE.
9. MODELS WITH ULTRA QUIET FAN, OUTLET ATTENUATION, AND/OR FAN CYLINDER EXTENSIONS REFERENCE SUPPLEMENTAL DRAWING.

DIMENSIONS: 2-3 CELL MODEL

| MODEL      | A                   | C                  | H                   | Max SHIMMED HEIGHT    |
|------------|---------------------|--------------------|---------------------|-----------------------|
| DTW1218XAL | 18'-6 3/4" [5460mm] | 1'-10 1/4" [565mm] | 17'-1 1/8" [5210mm] | 9'-1 5/16" [3030mm]   |
| DTW1218XBL | 17'-3 1/4" [5064mm] | 2'-6 3/4" [781mm]  | 17'-9 5/8" [5428mm] | 10'-1 13/16" [3248mm] |
| DTW1218XCN | 17'-1 3/4" [5040mm] | 3'-9 1/4" [967mm]  | 18'-6 1/8" [5642mm] | 10'-4 13/16" [3201mm] |
| DTW1218XCP | 18'-6 1/4" [5568mm] | 3'-1 3/4" [1213mm] | 19'-2 5/8" [5558mm] | 7'-2 13/16" [2205mm]  |



ELEVATION - FACE "D"

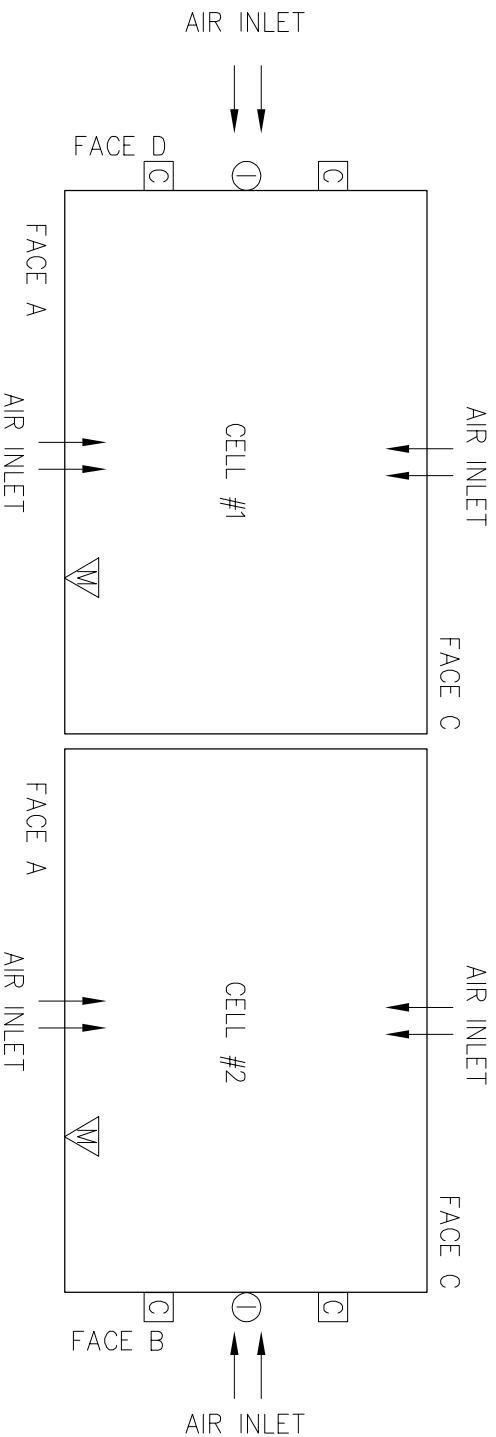


ELEVATION - FACE "A"

|                        |                             |                                                |                             |
|------------------------|-----------------------------|------------------------------------------------|-----------------------------|
| DRAWN BY<br>ZQJAN3     | DRAWN DATE<br>09/07/2023    | DETAILED SCHEMATIC DTW1218<br>(HIGH FLOW COIL) |                             |
| CHECKED BY<br>ZQJ001   | CHECKED DATE<br>11/23/2023  | AERO-X COIL (FINNED)                           |                             |
| RELEASED BY<br>AFOLKEN | RELEASED DATE<br>12/05/2023 | EQM NUMBER<br>7001770                          | ORDER NUMBER<br>P&P 4274    |
|                        |                             | PILOT<br>1-80                                  | DOC TYPE/DATE<br>ACM/000/01 |
|                        |                             | DRAWING NUMBER<br>50253934                     | REV<br>A                    |

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TOWER PLAN VIEW

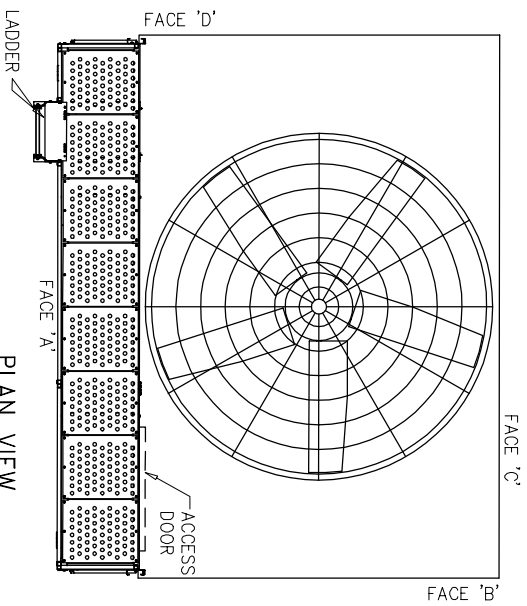
LEGEND

- ① RECIRCULATION WATER SYSTEM INLET
- COIL INLET\OUTLET CONNECTION
- ⚙ FAN MOTOR

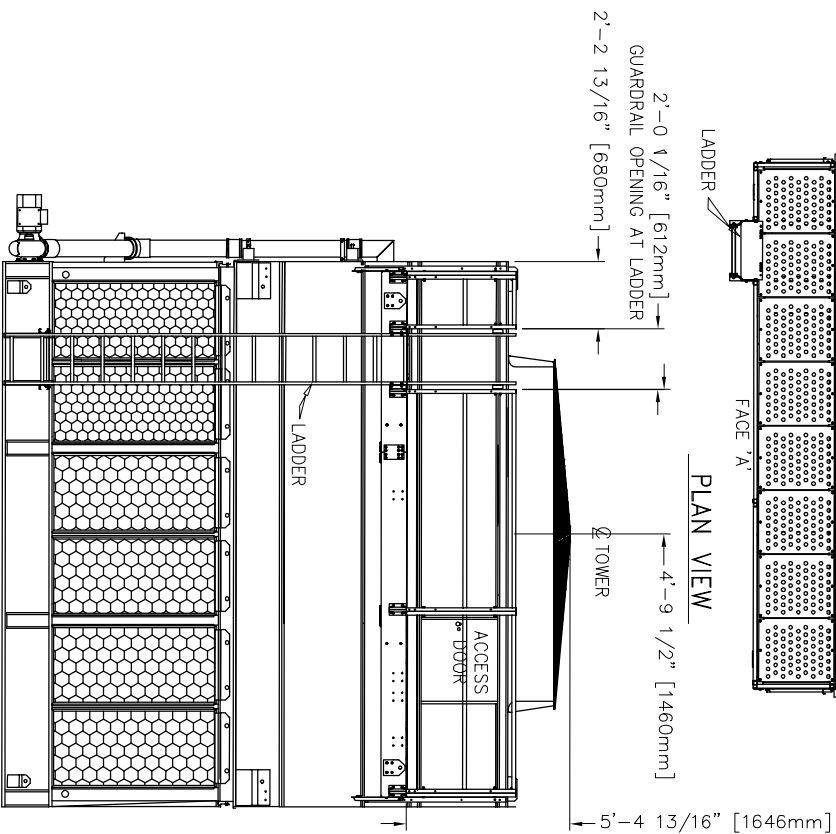
GENERAL NOTES

1. REFER TO SCHEMATIC ELEVATION, SUPPORTING STEEL, AND BASIN OUTLET DRAWINGS FOR ADDITIONAL DETAILS.

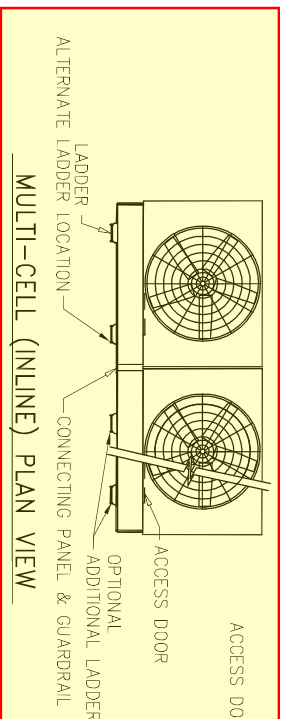
|             |  |               |  |                                     |  |              |  |        |  |                            |  |      |  |
|-------------|--|---------------|--|-------------------------------------|--|--------------|--|--------|--|----------------------------|--|------|--|
| DRAWN BY    |  | DRAWN DATE    |  | Schematic Layout<br>Two Cell Inline |  |              |  | SPX.   |  | DRAWING NUMBER<br>Z0918087 |  | REV. |  |
| DAVISON     |  | 03/12/2015    |  |                                     |  |              |  |        |  |                            |  |      |  |
| CHECKED BY  |  | CHECKED DATE  |  |                                     |  |              |  |        |  |                            |  |      |  |
| JENKINS_STD |  | 05/18/2015    |  |                                     |  |              |  |        |  |                            |  |      |  |
| RELEASED BY |  | RELEASED DATE |  | ECM NUMBER                          |  | ORDER NUMBER |  | FORMAT |  | PLOT                       |  |      |  |
| DELMEZ_STD  |  | 07/09/2015    |  |                                     |  | -/-          |  | ANSI A |  | 1=80                       |  |      |  |



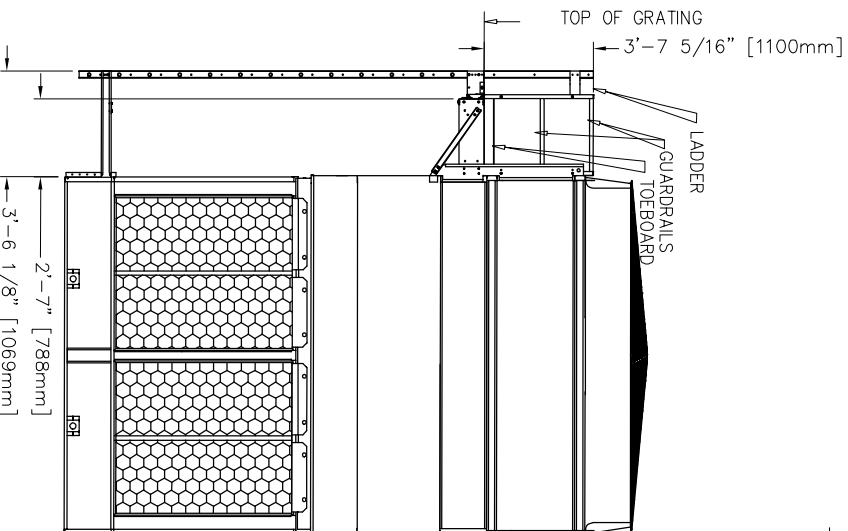
PLAN VIEW



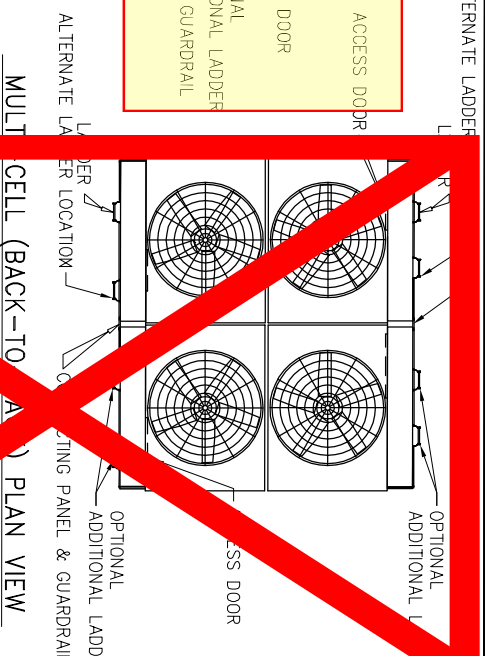
ELEVATION - FACE "A"



MULTI-CELL (INLINE) PLAN VIEW



ELEVATION - FACE "B"



MULTI-CELL (BACK-TO-BACK) PLAN VIEW (STANDARD)

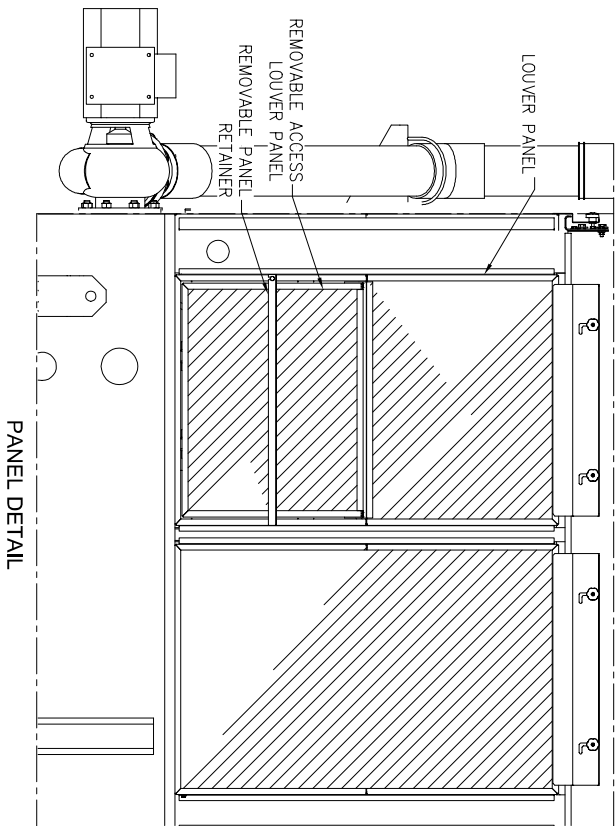
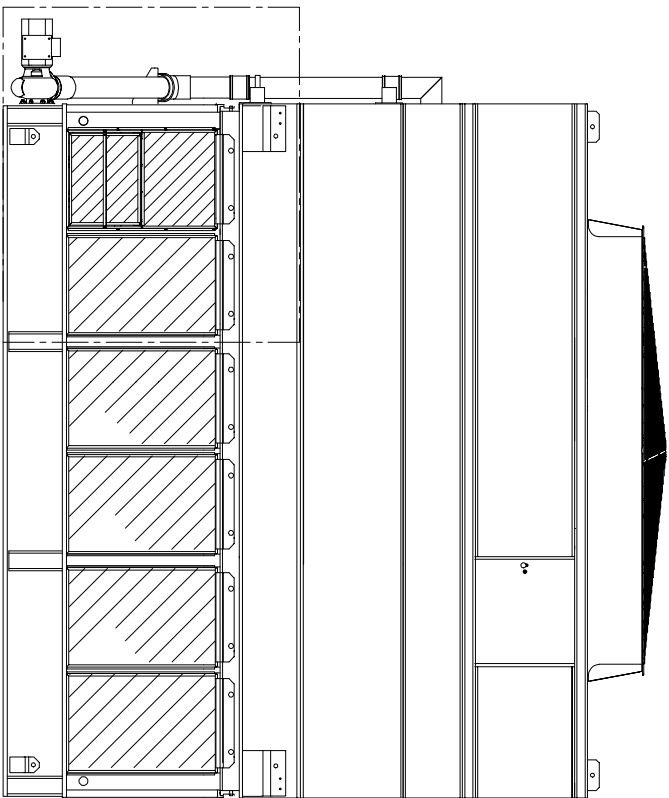
### NOTES

1. FAN MOTOR MUST BE LOCKED OUT AND INOPERABLE BEFORE ENTERING TOWER.
2. ADD PLATFORM WEIGHT TO TOWER OPERATING WEIGHT SHOWN ON THE SUGGESTED SUPPORTING STEEL DRAWING FOR TOTAL LOAD.
3. PLATFORM & LADDER ARE FIELD INSTALLED BY OTHERS.
4. ASSEMBLY TOLERANCE IS  $\pm 1/8"$  [ $\pm 3\text{mm}$ ]. CONSULT SUPPLIERS OF SUPPORTING STRUCTURE FOR CONSTRUCTION TOLERANCE.
5. MAXIMUM 1 LADDER PER CELL.

|                            |
|----------------------------|
| PLATFORM WEIGHT (per cell) |
| 820 lbs. (372 kg)          |

|                            |                             |                         |                     |                  |              |      |                            |
|----------------------------|-----------------------------|-------------------------|---------------------|------------------|--------------|------|----------------------------|
| DRAWN BY<br>DAVISON        | DRAWN DATE<br>05/12/2015    | Platform (Front Ladder) |                     |                  |              | SPX. |                            |
| CHECKED BY<br>POOLE_STD    | CHECKED DATE<br>06/24/2015  | DT_1018 & DT_1218       |                     |                  |              |      |                            |
| RELEASED BY<br>DELMETZ_STD | RELEASED DATE<br>07/10/2015 | ECM NUMBER              | ORDER NUMBER<br>-/- | FORMAT<br>ANSI A | PLOT<br>1=80 |      | DRAWING NUMBER<br>Z0918122 |

**SPX**

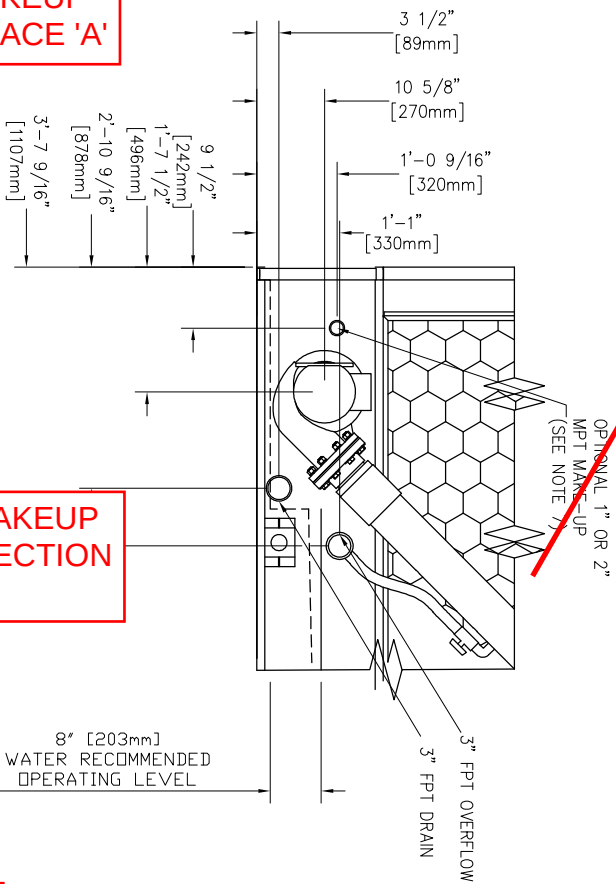


GENERAL NOTES

- TO FACILITATE INSPECTION OF THE COLLECTION BASIN, ONE LOUVER MODULE IS SPLIT INTO TWO SECTIONS. THE BOTTOM SECTION CAN BE REMOVED WITHOUT REMOVING THE TOP SECTION. THE DEFAULT LOCATION OF THE LOUVER ACCESS PANEL IS IN THE CORNER OF FACE A, ADJACENT TO FACE D.

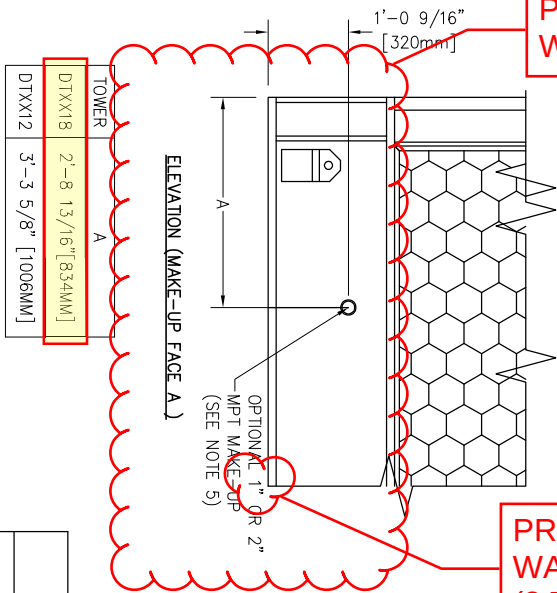
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|                           |                             |                     |                     |                            |              |
|---------------------------|-----------------------------|---------------------|---------------------|----------------------------|--------------|
| DRAWN BY<br>DAWSON        | DRAWN DATE<br>03/12/2015    | Louver Access Panel |                     | DRAWING NUMBER<br>Z0918054 | REV.         |
| CHECKED BY<br>ABDULFATTAH | CHECKED DATE<br>06/22/2015  | DT_1018 & DT_1218   |                     |                            |              |
| RELEASED BY<br>DELMEZ STD | RELEASED DATE<br>07/09/2015 | ECN NUMBER          | ORDER NUMBER<br>-/- | FORMAT<br>ANSI B           | PLOT<br>1=40 |



PROVIDE MAKEUP WATER ON FACE 'A'

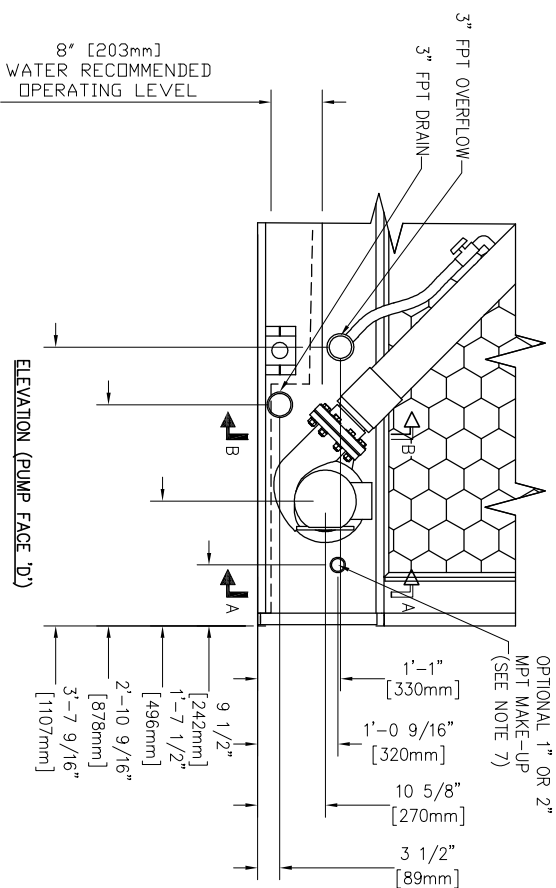
PROVIDE 1" MAKEUP WATER CONNECTION (2 TYP)



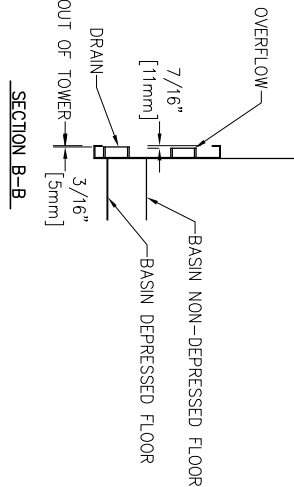
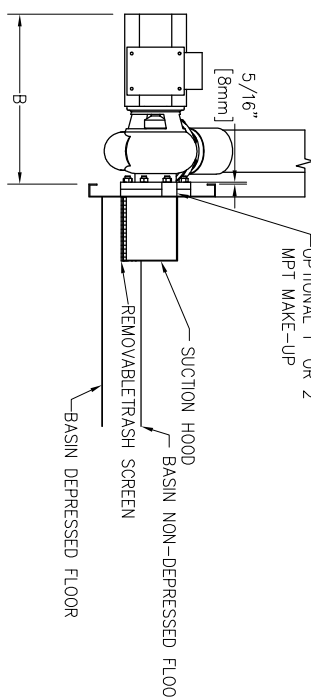
#### NOTES

1. THE COLLECTION BASIN PIPING ACCESSORIES SHOWN ON THIS DRAWING ARE PROVIDED BY SPX COOLING TECHNOLOGIES.
2. ALL PIPING SUPPORTS ARE PROVIDED BY OTHERS. PIPING MUST NOT BE SUPPORTED BY THE TOWER.
3. REFER TO SCHEMATIC LAYOUT FOR FACE LOCATION OF EACH CELL.
4. ASSEMBLY TOLERANCE IS  $\pm 1/8"$  [ $\pm 3\text{mm}$ ]. CONSULT SUPPLIERS OF SUPPORTING STRUCTURE FOR CONSTRUCTION TOLERANCE.
5. STANDARD LOCATION FOR FLOAT VALVE AND/OR MAKE UP WATER SUPPLY IS FACE A.
6. THE RECOMMENDED OPERATING LEVEL (ROL) IS MEASURED FROM THE TOP OF THE DEPRESSED FLOOR.
7. THE FACE B OR FACE D MAKE-UP WATER SUPPLY IS ONLY SELECTED FOR BACK TO BACK INBOARD TOWER ARRANGEMENT WITH SMALL TOWER SPACING FOR DTXX18. THE FACE B OR FACE D MAKE-UP WATER SUPPLY IS ONLY SELECTED FOR BACK TO BACK INBOARD TOWER ARRANGEMENT FOR DTXX12.

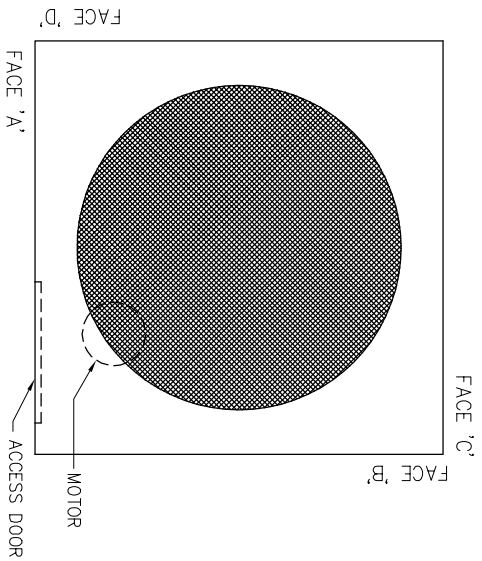
| TOWER  | B                 |
|--------|-------------------|
| DT1218 | 2'-3/4" [628MM]   |
| DT1012 | 2'-2 7/8" [682MM] |
| DT1212 | 2'-3/4" [628MM]   |
| DT1018 | 2'-3/4" [628MM]   |



#### SECTION A-A



|                                                                    |                             |                       |                   |                              |                                 |                            |           |
|--------------------------------------------------------------------|-----------------------------|-----------------------|-------------------|------------------------------|---------------------------------|----------------------------|-----------|
| PUMP DETAILS DTW TOWERS<br>(1012, 1212, 1018, 1218)<br>AERO-X COIL |                             |                       |                   | SPX®<br>COOLING TECHNOLOGIES |                                 |                            |           |
| DRAWN BY<br>ZGU101                                                 | DRAWN DATE<br>11/10/2023    | ECM NUMBER<br>7001770 | DTW SALES DRAWING | PLOT<br>1=30                 | DOC TYPE/PART/VER<br>ACM/000/01 | DRAWING NUMBER<br>50258107 | REV.<br>A |
| CHECKED BY<br>XDA101                                               | CHECKED DATE<br>12/07/2023  |                       |                   |                              |                                 |                            |           |
| RELEASED BY<br>AFOLKEN                                             | RELEASED DATE<br>12/07/2023 |                       |                   |                              |                                 |                            |           |

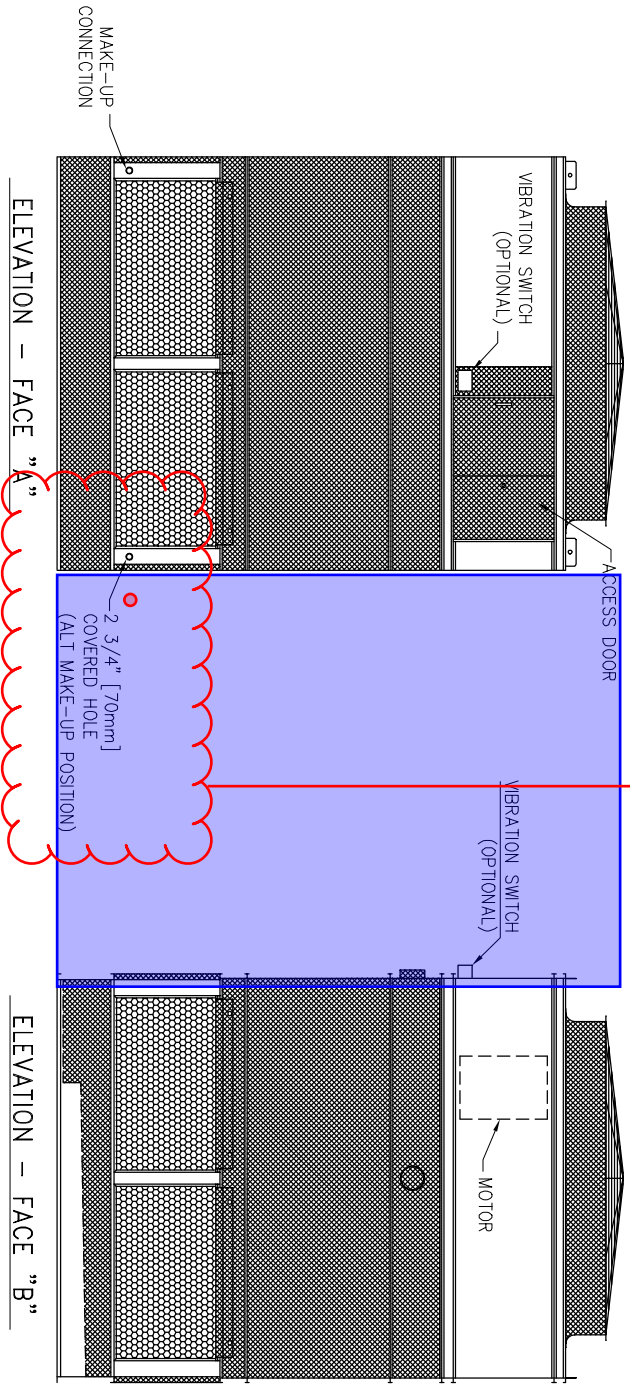


PLAN VIEW

PROVIDE MAKEUP WATER LOCATION ON ADJACENT LOCATIONS FOR MINIMAL SITE  
CELL 1 SHALL BE IN STANDARD FACE 'A'  
AND CELL 2 SHALL BE IN ALTERNATE PO

NOTES

- 1. ALL CONDUIT, WIRING, CONNECTIONS, SUPPORTING CLIPS, HANGERS, AND SAFETY SWITCHES (SUPPLIED BY OTHERS) MUST CONFORM TO LOCAL AND NATIONAL ELECTRIC CODES.
- 2. HOLES(S) CUT IN TOWER CASING FOR CONDUIT SHOULD NOT BE FLAME CUT AND SHOULD NOT BE LARGER THAN NECESSARY TO ACCOMMODATE CONDUIT FITTINGS. SEAL HOLES WITH WATERPROOF SEALANT.
- 3. USE THIS DRAWING IN CONJUNCTION WITH APPLICABLE SCHEMATIC, SUPPORTING STEEL, AND OPTIONAL EQUIPMENT SALES DRAWINGS.



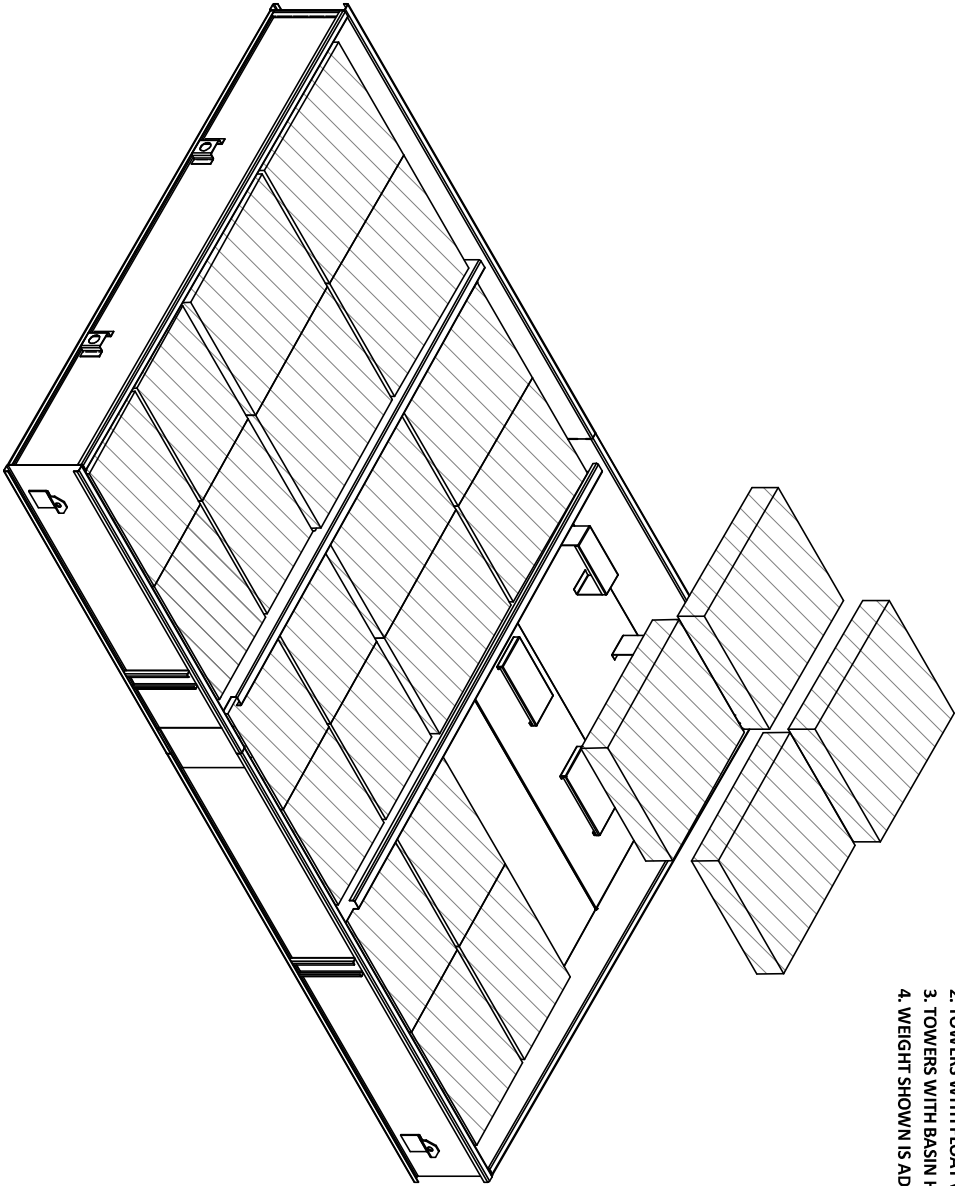
ELEVATION - FACE "A"

ELEVATION - FACE "B"

DO NOT PUNCTURE THE TOWER IN THE SHADED AREAS

|                            |  |                             |  |                                        |  |              |  |                                                                                     |  |           |
|----------------------------|--|-----------------------------|--|----------------------------------------|--|--------------|--|-------------------------------------------------------------------------------------|--|-----------|
| DRAWN BY<br>DAVISON        |  | DRAWN DATE<br>11/17/2015    |  | Conduit Placement<br><br>All DT towers |  |              |  |  |  |           |
| CHECKED BY<br>ABDULFATTAH  |  | CHECKED DATE<br>11/18/2015  |  |                                        |  |              |  |                                                                                     |  |           |
| RELEASED BY<br>DELMETZ_STD |  | RELEASED DATE<br>01/12/2016 |  |                                        |  |              |  |                                                                                     |  |           |
| ECM NUMBER<br>20683        |  | ORDER NUMBER<br>-/-         |  | FORMAT<br>ANSI A                       |  | PLOT<br>1=70 |  | DRAWING NUMBER<br>Z0918053                                                          |  | REV.<br>A |

- NOTES
1. SPLASH ATTENUATION MEDIA IS FACTORY INSTALLED
  2. TOWERS WITH FLOAT VALVE WILL HAVE CUT-OUT FOR FLOAT BALL CLEARANCE
  3. TOWERS WITH BASIN HEATERS ARE PROVIDED WITH A HEAT SHIELD (REQUIRED)
  4. WEIGHT SHOWN IS ADDITIVE TO THE TOWER WEIGHT SHOWN ON THE SUGGESTED SUPPORTING STEEL DRAWING



WEIGHT (PER CELL)  
329 LBS [149 KG]

COLLECTION BASIN VIEW

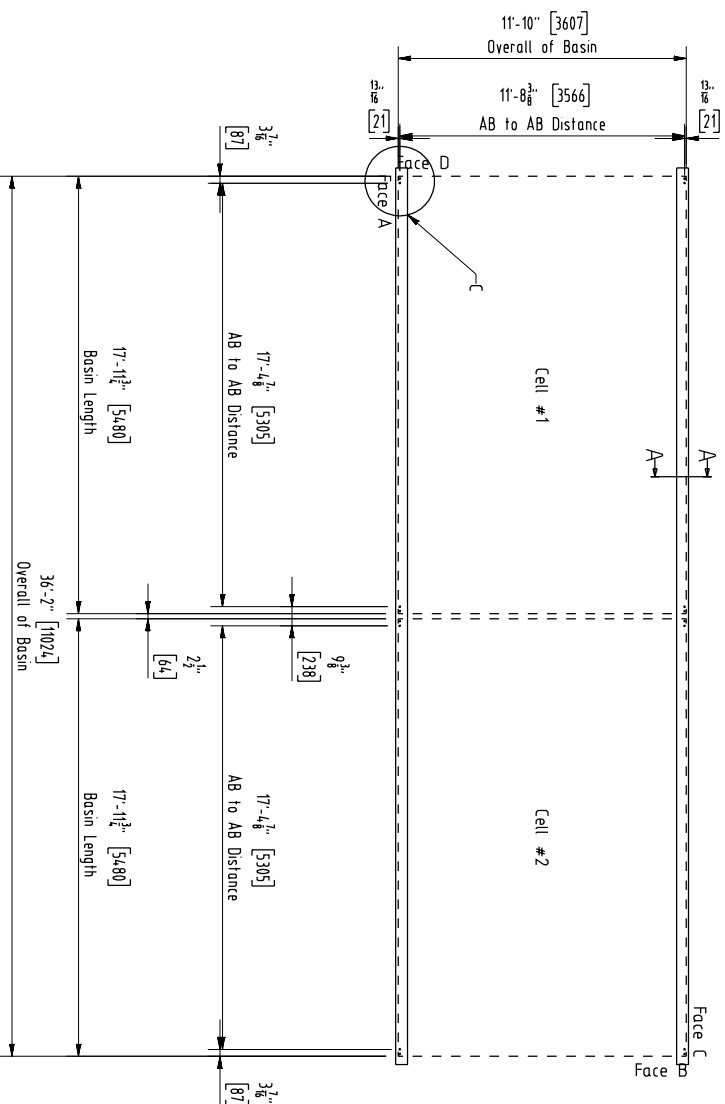
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UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES.

|             |            |                            |            |          |            |                      |            |          |            |
|-------------|------------|----------------------------|------------|----------|------------|----------------------|------------|----------|------------|
| ITEM NUMBER |            | DT_1218 SPLASH ATTENUATION |            | FAP      |            | COOLING TECHNOLOGIES |            | SPX      |            |
| REVISION    | DATE       | REVISION                   | DATE       | REVISION | DATE       | REVISION             | DATE       | REVISION | DATE       |
| MAD         | 06/02/2015 | MAD                        | 06/02/2015 | MAD      | 06/02/2015 | MAD                  | 06/02/2015 | MAD      | 06/02/2015 |
| 1=1         |            | 1=1                        |            | 1=1      |            | 1=1                  |            | 1=1      |            |
| 20926862    |            | 20926862                   |            | 20926862 |            | 20926862             |            | 20926862 |            |

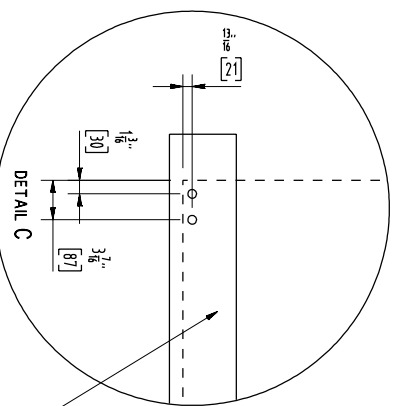
Solid Edge

(8) 3/4" (20 mm) ASTM A325 OR M20 GRADE 8.8 BOLTS ARE REQUIRED PER CELL, DETERMINATION OF SITE SPECIFIC DESIGN WIND AND SEISMIC LOADS ARE BY OTHERS.

(8) 3/4" (20 mm) ASTM A325 OR M20 GRADE 8.8 BOLTS ARE REQUIRED PER CELL, DETERMINATION OF SITE SPECIFIC DESIGN WIND AND SEISMIC LOADS ARE BY OTHERS.



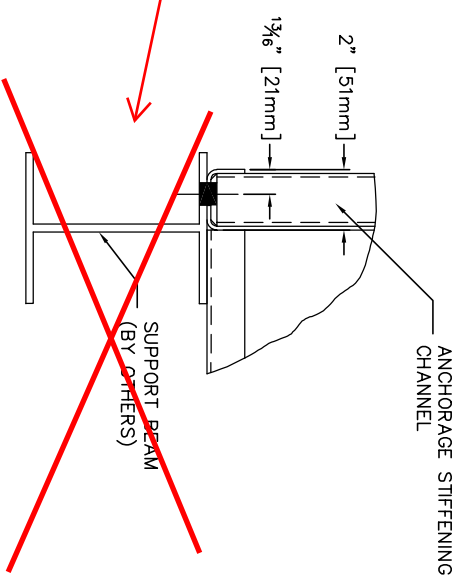
- NOTES
1. SUPPORTING STEEL: THE SUPPORTING STEEL IS TO BE DESIGNED, CONSTRUCTED AND FURNISHED BY THE CUSTOMER, ADEQUATE CLEARANCE FOR PIPING, BASIN OPTIONS, AND MAINTENANCE MUST BE PROVIDED. REFERENCE THE DETAILED OUTLET, DETAILED SCHEMATIC, AND SCHEMATIC LAYOUT DRAWINGS FOR PIPING CONSIDERATIONS. THE SUPPORTING STEEL SHALL INCLUDE CUSTOMER SUPPLIED 3/4" (20 mm) ANCHOR FASTENERS TO SUIT THE GENERAL DIMENSIONS OF THIS DRAWING. THE TOP SURFACE OF THE SUPPORTING STEEL MUST BE FRAMED FLUSH AND LEVEL. MAXIMUM BEAM DEFLECTION SHALL BE LIMITED TO 1/660 OF SPAN, NOT TO EXCEED 1/2" (13mm) AT THE ANCHOR BOLTS.
  2. DESIGN OPERATING LOADS: THE DESIGN OPERATING LOADS SHOWN ARE BASED UPON THE VOLUME OF WATER IN THE COLLECTION BASIN AT OVERFLOW DURING SHUTDOWN. THE DESIGN LOADS ARE SHOWN FOR USE AS A QUICK REFERENCE. THE ACTUAL OPERATING LOAD IS VARIABLE AND DEPENDENT ON THE ACTUAL OPERATING DEPTH. OPERATING LEVELS IN EXCESS OF THAT RECOMMENDED WILL RESULT IN LOADS EXCEEDING THE VALUES STATED. CONSULT AN SPX-CT REPRESENTATIVE FOR GREATER DETAIL ON THIS, OR ANY OTHER SUBJECT.
  3. WIND & SEISMIC LOADS: REACTIONS SHOWN ARE THE RESULT OF THE WIND/SEISMIC LOAD BEING APPLIED PERPENDICULAR TO THE FACE OF THE TOWER STRUCTURE. LOADS ARE ADDITIVE TO THE OPERATING LOADS. WIND REACTIONS CAN BE CALCULATED BY MULTIPLYING BY "P", WHICH IS THE WIND PRESSURE IN PSF FOR IMPERIAL UNITS AND kN/m<sup>2</sup> FOR METRIC UNITS. SEISMIC REACTIONS CAN BE CALCULATED BY DESIGN G, ANCHOR ARRANGEMENT SHOWN IS CAPABLE OF A MAXIMUM APPLIED WIND PRESSURE OF 53 psf (258 N/m<sup>2</sup>) OR A SEISMIC LOAD OF 0.3g PER ASCE-10/16/22.
  4. WEIGHTS AND LOADS SHOWN DO NOT INCLUDE OPTIONAL EQUIPMENT WEIGHTS NOR THE WEIGHT OF ANY EXTERNAL PIPING. THEY DO INCLUDE THE WEIGHT OF THE LARGEST STANDARD MOTOR AND FAN FOR THE MODEL INDICATED. REFER TO OPTIONAL EQUIPMENT SALES DRAWINGS FOR ADDITIONAL WEIGHTS.
  5. THE RECOMMENDED STEEL SUPPORT ARRANGEMENT IS SHOWN. CONSULT AN SPX-CT REPRESENTATIVE FOR ALTERNATE SUPPORT CONFIGURATIONS.
  6. THE TOWER ASSEMBLY TOLERANCE APPLICABLE TO ALL DIMENSIONS IS  $\pm 1/8"$  [ $\pm 3mm$ ]. CONSULT SUPPLIERS OF SUPPORTING STRUCTURE FOR CONSTRUCTION TOLERANCES.



Refer Z1079704 for view A-Westside High S

|                                                                             |         |        |         |          |                                                                                                                         |
|-----------------------------------------------------------------------------|---------|--------|---------|----------|-------------------------------------------------------------------------------------------------------------------------|
| DTW1218T JDEELSGF - Supporting Steel Plan and Details                       |         |        |         |          | <br><b>MARLEY</b><br>LESS GEAR DRIVE |
| School Fluid Cooler Procurement - Base Bid QTY: (2) DTW R5 INLINE STAINLESS |         |        |         |          |                                                                                                                         |
| United States                                                               |         |        |         |          |                                                                                                                         |
| DRAWN BY                                                                    | CHECKED | REV BY | REV DWN | DATE     | APPROVED                                                                                                                |
| TYLER YOUNG.250911.060252266 V1                                             | QTC     |        |         | 09/11/25 | SYS                                                                                                                     |
| ORDER 0                                                                     |         |        |         |          | DRAWING NUMBER<br>TY938540G                                                                                             |
|                                                                             |         |        |         |          | REV.                                                                                                                    |

FLUID COOLER WILL BE INSTALLED ON RAISED FLOOR SLAB AND ANCHORED THROUGH C-CHANNEL



VIEW A-A

NOTES

1. SUPPORTING STEEL.  
THE SUPPORTING STEEL IS TO BE DESIGNED, CONSTRUCTED AND FURNISHED BY THE CUSTOMER. ADEQUATE CLEARANCE FOR PIPING, BASIN OPTIONS, AND MAINTENANCE MUST BE PROVIDED. REFERENCE THE DETAILED OUTLET, DETAILED SCHEMATIC, AND SCHEMATIC LAYOUT DRAWINGS FOR PIPING CONSIDERATIONS. THE SUPPORTING STEEL SHALL INCLUDE CUSTOMER SUPPLIED 3/4" [20mm] ANCHOR FASTENERS TO SUIT THE GENERAL DIMENSIONS OF THIS DRAWING. THE TOP SURFACE OF THE SUPPORTING STEEL MUST BE FRAMED FLUSH AND LEVEL. MAXIMUM BEAM DEFLECTION SHALL BE LIMITED TO 1/360 OF SPAN, NOT TO EXCEED 1/2" [13mm] AT THE ANCHOR BOLTS.
2. THE TOWER ASSEMBLY TOLERANCE APPLICABLE TO ALL DIMENSIONS IS ±1/8" [±3mm]. CONSULT SUPPLIERS OF SUPPORTING STRUCTURE FOR CONSTRUCTION TOLERANCES.

|                           |                             |                                                                     |              |                            |      |  |  |
|---------------------------|-----------------------------|---------------------------------------------------------------------|--------------|----------------------------|------|--|--|
| DRAWN BY<br>DAVISON       | DRAWN DATE<br>10/09/2018    | Supporting Steel Details Drawing<br>Inline, Back to Back Wide Space |              |                            |      |  |  |
| CHECKED BY<br>DELMEZ_STD  | CHECKED DATE<br>11/07/2018  |                                                                     |              |                            |      |  |  |
| RELEASED BY<br>DELMEZ_STD | RELEASED DATE<br>11/07/2018 |                                                                     |              |                            |      |  |  |
| ECM NUMBER                | ORDER NUMBER<br>-/-         | FORMAT<br>ANSI A                                                    | PLOT<br>1=40 | DRAWING NUMBER<br>Z1079704 | REV. |  |  |

Designed specifically for cooling tower duty, Marley makeup water float valves provide long life with little maintenance. Typically, valves are available in complete kits which include valve, float arm and float to fit a specific application.

When installed some trial and error adjustment of the float valve may be required to balance the makeup water with tower operation. Ideally, the float level valve setting will be when no water is wasted through the overflow at pump shutdown. However, the water level after pump start-up must be deep enough to assure positive pump suction.



- Heavy duty red brass body construction
- Buna rubber seal disc assures positive shut-off
- Free flow outlet
- Fully adjustable
- Available from 3/8" through 2" diameters
- Floats available in polypropylene or copper

## Maintenance Know How

*Maintain inlet water pressure at or below 50 psig (3.45 bar) to ensure valve seal life*

**PROVIDE 1" FLOAT VALVE**

### SPX COOLING TECHNOLOGIES, INC.

7401 WEST 129 STREET  
OVERLAND PARK, KS 66213 USA  
913 664 7400 | [spxcooling@spx.com](mailto:spxcooling@spx.com)  
[spxcooling.com](http://spxcooling.com)

SP-FV | ISSUED 06/2017  
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In the interest of technological progress, all products are subject to design and/or material change without notice.

### Product Benefits

- Unique patented, spring loaded, magnetically coupled sensor, requiring no power
- Offers cost effective protection for critical situations
- Provides better control over trip sensitivity
- Remote reset models available
- 30' cord set

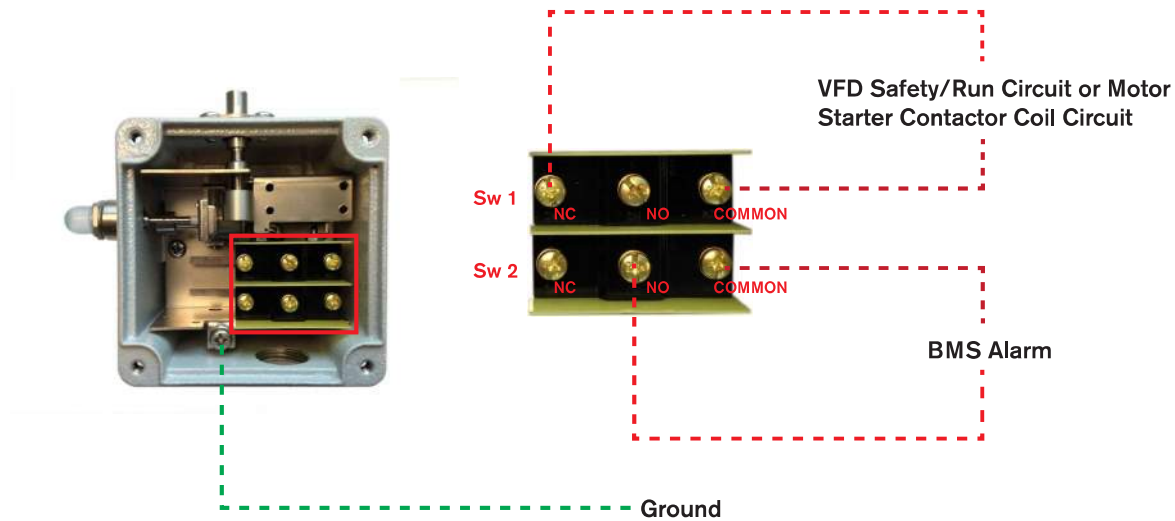


| Model   | Reset                                                                   | Relay Contact Output                     | Measurement Range                                             | Frequency Range           |
|---------|-------------------------------------------------------------------------|------------------------------------------|---------------------------------------------------------------|---------------------------|
| 2558910 | Manual external reset button                                            | One - DPDT form "C"<br>15 amp at 120 VAC | Inertial 1-7 g pk<br>0-68.7 m/s <sup>2</sup> pk<br>adjustable | 0 to 6000 cpm<br>0-100 Hz |
| 2558911 | Manual external reset button and<br>24 VDC remote reset solenoid        |                                          |                                                               |                           |
| 2558912 | Manual external reset button and<br>120 VAC 60 Hz remote reset solenoid |                                          |                                                               |                           |
| 2558913 | Manual external reset button and<br>240 VAC 50 Hz remote reset solenoid |                                          |                                                               |                           |

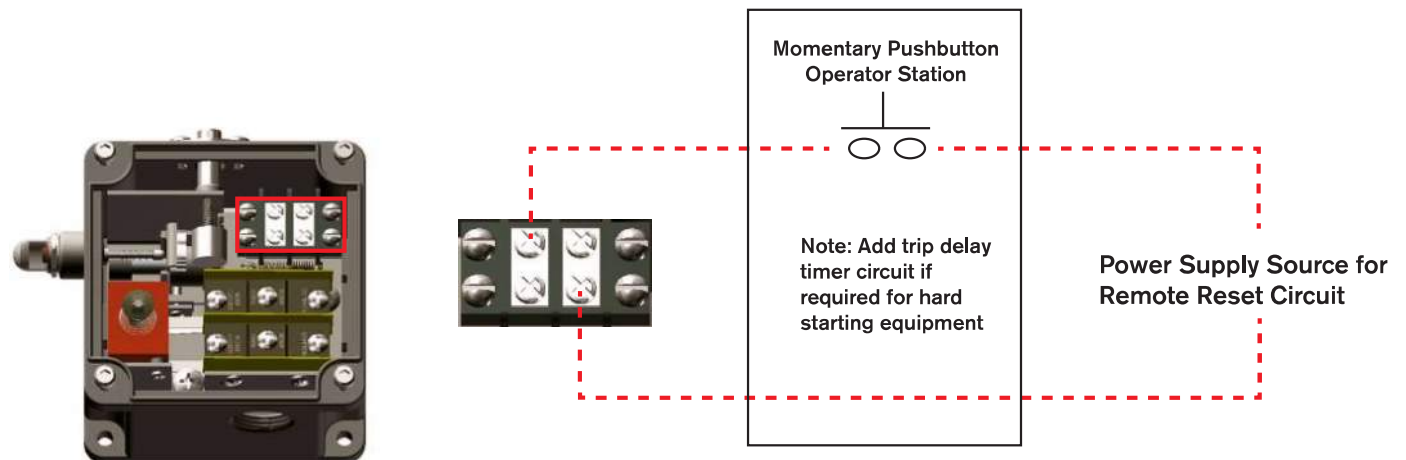
| Model   | Startup Delay                                    | Trip indication           | Enclosure type                              | Conduit fitting*                                                                                      | Electrical Certification                                                              |
|---------|--------------------------------------------------|---------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 2558910 | No                                               | External<br>red indicator | NEMA 4X / IP56<br>epoxy painted<br>aluminum | One - 3/4 inch NPT<br>threaded female<br>connection with<br>liquid tight fitting and<br>cord provided |  |
| 2558911 | Timer required in<br>customer's start<br>circuit |                           |                                             |                                                                                                       |                                                                                       |
| 2558912 |                                                  |                           |                                             |                                                                                                       |                                                                                       |
| 2558913 |                                                  |                           |                                             |                                                                                                       |                                                                                       |

\*If using conduit, seal the inside of the switch with a vapor barrier. Refer to the Vibration Switch User Manual for additional details.

## Typical output contact wiring



## Typical remote reset wiring



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[spxcooling.com](http://spxcooling.com)

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## Motor Space Heater

This paper discusses the use of an integral motor space heater available as an option from most electric motor manufacturers.

### Applications

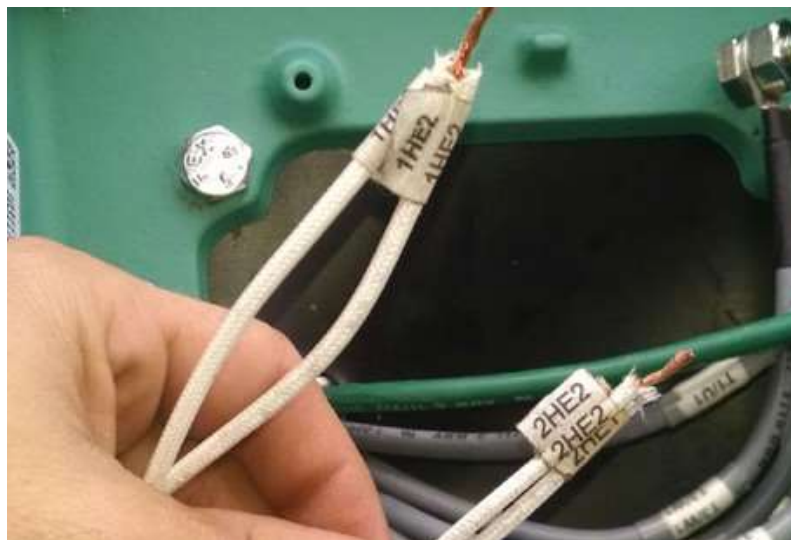
Cooling tower motors subjected to long term storage, extended or overnight shut down and ON and OFF cycling in varying outdoor weather conditions.

### Purpose

The space heater keeps the internal temperature of the motor above the ambient dew point while the motor is OFF. The heater helps to prevent condensation from forming inside the motor which can be damaging to motor windings, bearings and electrical connections.

### Note

- Refer to the motor nameplate or specific motor data sheet for electrical ratings of the space heater. Space heaters are available in many voltage ratings. In the US a typical rating is 120 or 220VAC.
- Kilowatt rating and number of heaters is dependent on the frame size of the motor. Larger frame motors require more kW to heat the material and internal air space.
- Typically a motor space heater is powered from the customer's remote electrical supply source through a set of logic contacts in a VFD or motor starter. Most off-the-shelf VFDs do not have 120VAC or 220VAC supply on board to power a space heater.
- Having the space heater powered from a remote source other than the VFD or motor starter helps to assure the heater is energized even when the disconnect switch for the VFD or motor starter is off.
- Cost effective, low cost compared to trickle charge heating.



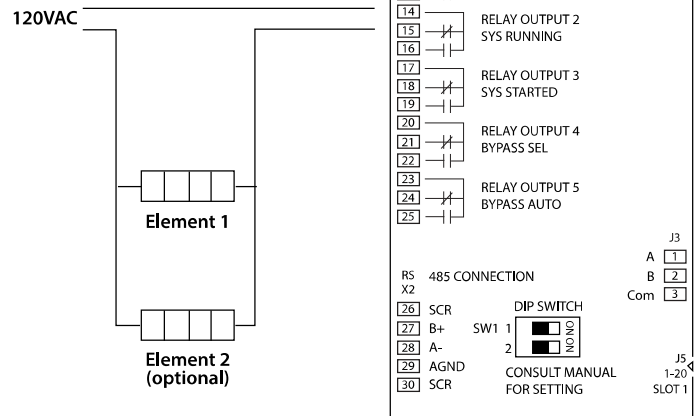
The use of the motor space heater is optional. If the space heater is not needed, these leads can be capped off and taped out of the way. The picture shows a typical two heater option wired in parallel.

## Sequence of Operation

- Motor is being controlled by the VFD during normal operation. Speed varies according to heat load. RELAY OUTPut 2 (SYS RUNNING) contacts 14 and 15 are open.
- Motor is called to stop by either the absence of the run enable or heat load is such that the fan motor is not needed.
- RELAY OUTPUT 2 (SYS RUNNING) contact 14 and 15 are closed energizing the motor space heater element keeping the motor warm.
- Fan motor is called to run by either an increase heat load or presence of the run enable signal from the BMS.
- RELAY OUTPUT 2 (SYS RUNNING) contact 14 and 15 are open, turning off the motor space heater.

| NEMA Frame*             | Average Heating | WEG Motor Nameplate Data |          |          |          |
|-------------------------|-----------------|--------------------------|----------|----------|----------|
| 143-145                 | 11              | voltage                  | 110-127V | 200-240V | 380-480V |
|                         |                 | power                    | 9.2-12W  | 9.1-13W  | 8.2-13W  |
| 182-184                 | 22              | voltage                  | 110-127V | 200-240V | 380-480V |
|                         |                 | power                    | 18-25W   | 18-26W   | 16-26W   |
| 213-215                 | 30              | voltage                  | 110-127V | 200-240V | 380-480V |
|                         |                 | power                    | 25-33W   | 25-35W   | 22-35W   |
| 254-256                 | 30              | voltage                  | 110-127V | 200-240V | 380-480V |
|                         |                 | power                    | 25-35W   | 25-35W   | 22-35W   |
| 284-286<br>324-326      | 38              | voltage                  | 110-127V | 200-240V | 380-480V |
|                         |                 | power                    | 46-62W   | 32-46W   | 29-46W   |
| 364-365<br>404-405      | 56              | voltage                  | 110-127V | 200-240V | 380-480V |
|                         |                 | power                    | 46-62W   | 46-66W   | 41-66W   |
| 444-445-449<br>504-505  | 140             | voltage                  | 110-127V | 200-240V | 380-480V |
|                         |                 | power                    | 117-156W | 115-166W | 104-166W |
| 586-587-588<br>589-5008 | 174             | voltage                  | 110-127V | 200-240V | 380-480V |
|                         |                 | power                    | 146-194W | 144-207W | 130-207W |

\*Two space heaters per motor



Simple wiring diagram, refer to the motor nameplate

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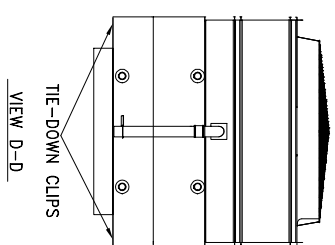
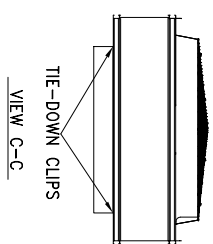
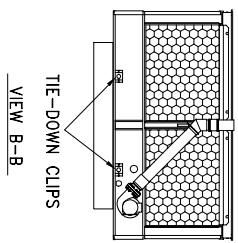
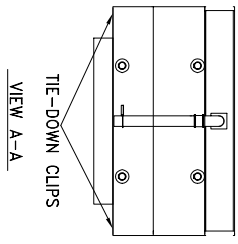
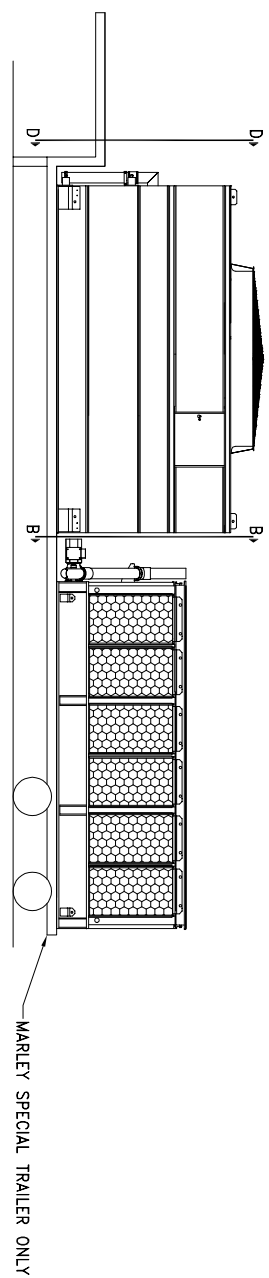
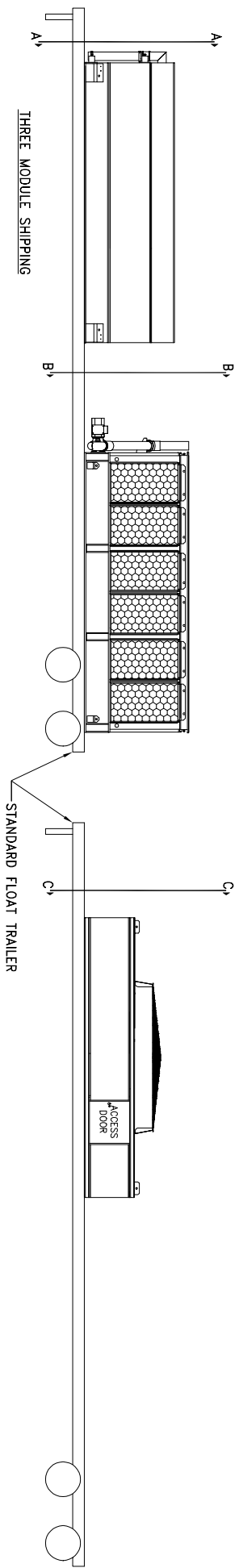
7401 WEST 129 STREET  
OVERLAND PARK, KS 66213 USA  
913 664 7400 | spxcooling@spx.com  
spxcooling.com

AE-BP-15A | ISSUED 6/2020

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In the interest of technological progress, all products are subject to design and/or material change without notice.





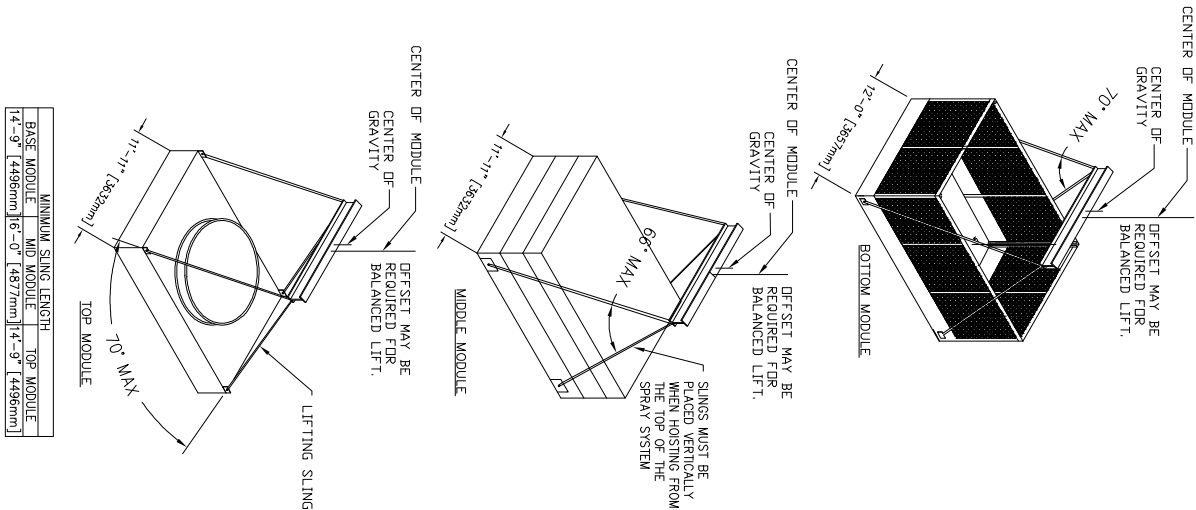
- NOTES
1. SECURE TOWER MODULES TO THE TRAILER DECK USING THE TIE-DOWN CLIPS SHOWN.
  2. DO NOT ATTEMPT TO SECURE MODULES BY STRAPPING OVER THE TOP OF THE MODULES, OR SECURING STRAPS/CHAINS TO ANY OTHER PARTS OF THE TOWER THAN THE CLIPS NOTED, OR DAMAGE TO THE TOWER WILL RESULT.
  3. SECURING THE TOWER MODULES TO THE TRAILER DECK PROPERLY IS THE RESPONSIBILITY OF THE CARRIER.
  4. WHERE CLIPS ARE NOT SHOWN ABOVE, TIE-DOWN POINTS ARE ON THE BOTTOM OF THE MODULE AND THE ARROWS INDICATE APPROXIMATE LOCATIONS OF THOSE CLIPS.

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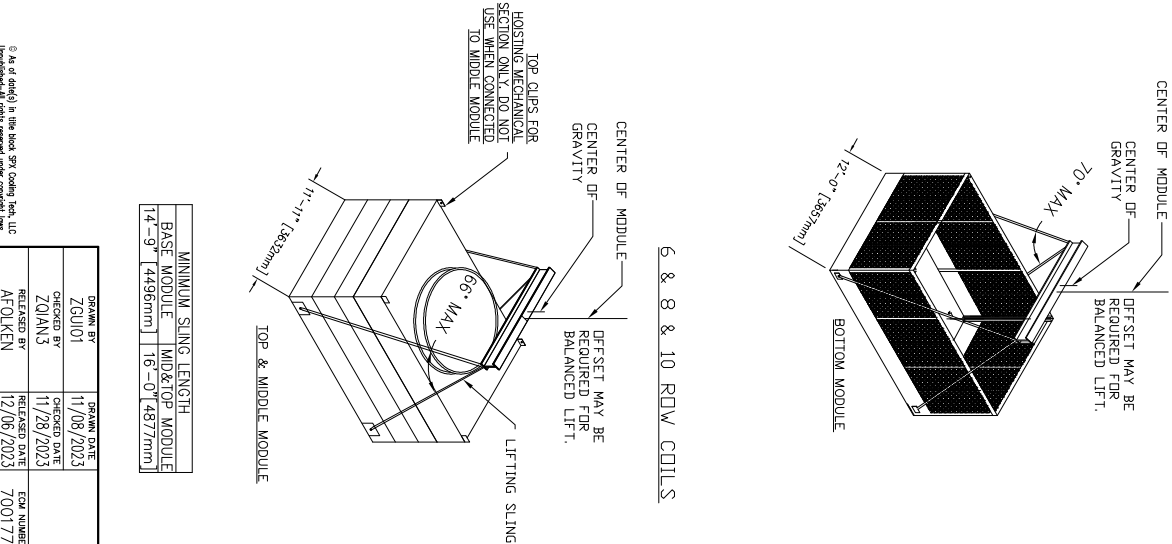
|                            |                             |                           |                     |                  |             |
|----------------------------|-----------------------------|---------------------------|---------------------|------------------|-------------|
| DRAWN BY<br>DAVISON        | DRAWN DATE<br>01/22/2016    | Shipping<br>DT_1218       |                     |                  |             |
| CHECKED BY<br>BRINKMEYER_S | CHECKED DATE<br>01/27/2016  |                           |                     |                  |             |
| RELEASED BY<br>DELMEZ_STD  | RELEASED DATE<br>07/17/2018 | EQUIPMENT NUMBER<br>20683 | ORDER NUMBER<br>-/- | FORMAT<br>ANSI B | PLT<br>1-80 |
| DRAWING NUMBER<br>Z0918126 |                             |                           |                     |                  | REV<br>A    |



STANDARD FOR 12 & 14 ROW COILS



STANDARD FOR 6 & 8 & 10 ROW COILS



NOTES

1. ALL HOISTING CLIP HOLES ARE 1 1/4" [32MM] DIAMETER.
2. FOR OVERHEAD LIFTS OR WHERE ADDITIONAL SAFETY IS REQUIRED, ADD SLINGS BENEATH THE LOWER UNIT.
3. REFER TO THE "SUGGESTED SUPPORTING STEEL ARRANGEMENT" DRAWING FOR MODULE WEIGHTS.
4. MODULES CONTAINING A 12 OR 14 ROW COIL MUST BE SET IN THREE SEPARATE LIFTS: BOTTOM MODULE, MIDDLE MODULE, AND TOP MODULE
5. MODULES CONTAIN 6 OR 8 OR 10 ROW COILS ARE CAPABLE OF BEING HOISTED IN TWO LIFTS: BOTTOM MODULE, MID AND TOP MODULES.
6. WHEN HOISTING THE MID AND TOP MODULES TOGETHER, NEVER PICK FROM THE CLIPS AT THE TOP OF TOP MODULE.

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|                                                                                                                                                                                    |              |               |  |                   |      |                    |                |      |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|--|-------------------|------|--------------------|----------------|------|--|
| STANDARD HOISTING DTW1218                                                                                                                                                          |              |               |  |                   |      |                    |                |      |  |
| AERO-X COIL                                                                                                                                                                        |              |               |  |                   |      |                    |                |      |  |
|  <b>SPX</b>  |              |               |  |                   |      |                    |                |      |  |
|  <b>Solblue Technologies</b>                                                                    |              |               |  |                   |      |                    |                |      |  |
| DRAWN BY                                                                                                                                                                           | DRAWN DATE   | EOM NUMBER    |  | ORDER NUMBER      | PLOT | DOC. TYPE/PART/VER | DRAWING NUMBER | REV. |  |
| ZCUI01                                                                                                                                                                             | 11/08/2023   | 7001770       |  | DTW SALES DRAWING | 1-50 | KCM/000/01         | 50251962       | A    |  |
| CHECKED BY                                                                                                                                                                         | CHECKED DATE | RELEASED DATE |  |                   |      |                    |                |      |  |
| ZQJAN3                                                                                                                                                                             | 11/28/2023   | 12/06/2023    |  |                   |      |                    |                |      |  |
| RELEASED BY                                                                                                                                                                        |              |               |  |                   |      |                    |                |      |  |
| AFOLKEN                                                                                                                                                                            |              |               |  |                   |      |                    |                |      |  |

# SPX Cooling Technologies Certification of Limited Warranty

SPX Cooling Technologies, Inc. ("SPX Cooling") hereby warrants the stainless steel Marley® DT Fluid Cooler as follows:

1. This Marley DT Fluid Cooler will be free from defects in materials and workmanship for a period of (5) five years from date of shipment by SPX Cooling to the original installation.

2. SPX Cooling warrants that the mechanical equipment, which is limited to the fan(s), gearbox(es), shaft(s), coupling(s), sheaves (if applicable), premium efficiency motor(s) and mechanical equipment support(s), [but excluding epact and standard efficiency motors and all motor components, and pumps, which are warranted by its manufacturer and items such as pillow block bearing assemblies and V-belts (if applicable), heat transfer coils and oil seals which are warranted for (18) months, with replacement oil seals furnished through the mechanical warranty] will be free from defects in material and workmanship for a period of (5) five years from the date of shipment by SPX Cooling to the original installation. To obtain the expected life of the Gearreducer® and warranty coverage, scheduled maintenance, in accordance with the Marley User Manual(s), is required to check oil level, check for leaks in oil plugs, lube line connections, seals and correct as necessary during that time. Pillow block bearing warranty is contingent on the performance of scheduled maintenance every 3 months in accordance with the Marley User Manual, which includes inspection and proper lubrication. Failure due to lack of lubrication is not warranted. All other nonstandard purchased equipment, such as electrical equipment, consisting of motor controls, Marley VFD, basin heaters, low water makeup valves, etc. are excluded from this five year warranty and will carry the standard warranty provided by its manufacturer or in accordance with an SPX Cooling warranty certificate for that product. The majority of all nonstandard purchased equipment is shipped either loose or in plastic containers in the basin of the tower. These components must be stored in a dry and secured environment until actual installation. Reported issues stemming from moisture in the components or loss of components will not be warranted. To obtain the expected life of the motor and warranty coverage, motors must be installed and operated following the *Marley Electric Motor User Manual 92-1475*.

3. SPX Cooling further warrants that the DT Fluid Cooler meets the performance standards set forth in CTI Standard STD-201, Certification Standard for Water Cooling Towers. Performance altering operations such as reduced horsepower, fan speed changes or process fluids other than water, Ethylene Glycol solutions up to 50% concentration or Propylene Glycol solutions up to 50% concentration voids CTI Certification.

The obligation under this warranty is limited to the repair or the replacement of defective materials, at SPX Cooling's option, F.O.B. original shipping point or EXWORKS plant. Warranty on repaired or replaced equipment will be for the time remaining under the terms of the original warranty. This warranty is not transferable.

This warranty does not obligate SPX Cooling to bear the cost of labor, transportation charges, or other costs incurred in connection with the repair or replacement of defective parts; nor does this warranty apply to normal wear and tear not to damage resulting from operation not conforming with the DTC Evaporative Condenser's operation and maintenance instructions, accident, alteration, misuse or an abnormally corrosive or abrasive use environment.

Failure of SPX Cooling to exercise or enforce any right or provision under this warranty shall not constitute a waiver of such right or provision.

**SPX Cooling's total liability for damages related to the performance of or failure to perform shall be limited to the amount of the contract price and in no event shall either party hereto be responsible or held liable to the other for any special, punitive, indirect, incidental, or consequential damages.**

**The above warranties are in lieu of all other warranties express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded from this agreement.**

**SPX**  
COOLING TECHNOLOGIES

**SPX Cooling Technologies, Inc.**  
7401 W 129 Street | Overland Park, KS 66213  
913 664 7400 | [spxcolling.com](http://spxcolling.com)

W201 6-1003

## Terms and Conditions

### ARTICLE I ORDER OF PRECEDENCE

1.1 **TERMS AND CONDITIONS.** These Terms and Conditions ("Terms and Conditions") shall apply to all sales of equipment, parts and/or services by Data Power Mechanical NE, LLC ("Company"), and are hereby incorporated into and made a part of every proposal or quotation issued by Company to the Customer identified in such proposal or quotation, and to each maintenance agreement entered into between Company and such Customer. Customer shall be deemed to have accepted and agreed to these Terms and Conditions by accepting such proposal or quotation, or by entering into such maintenance agreement.

### ARTICLE II PRICES

2.1 **PRICES.** Prices for equipment, parts and/or services are subject to change without notice and shall automatically expire 15 calendar days from the date of the proposal or quotation; provided, however, Company will not change the prices in a proposal or quotation accepted by Customer within such 15-day period. All prices for equipment, parts and/or services listed in Company publications are intended as a source of general information only and not as an offer to sell, and all prices contained therein are subject to confirmation by a formal proposal or quotation by Company.

2.2 **CHANGE ORDERS.** Changes and/or additions to the equipment, parts and/or services in any proposal or quotation accepted by Customer may only be made by a written change order agreed to by Customer and Company. Any such written change order shall describe the change in equipment/parts, quantity, price, scope of services or delivery dates affected by the change order.

2.3 **TAXES, FEES AND DUTIES.** Any applicable taxes, fees and duties shall be paid by Customer, either directly or by reimbursement to Company. Any claim for exemption by Customer shall, if applicable, be effective only after receipt of proper exemption forms by Company.

2.4 **TERMS OF PAYMENT.** Unless provided otherwise in the proposal or quotation, payment of all invoices shall be due within 30 days from the date of invoice (net 30 days). Amounts not paid by invoice due date shall be subject to interest on the unpaid balance at the maximum rate permitted by law. Customer shall make all payments hereunder in U.S. dollars. Customer shall reimburse Company for all collection costs, court costs, administration costs, investigation costs, attorneys' fees and all other incidental costs, charges or expenses incurred in the collection of past due amounts or otherwise resulting or arising from any breach by Customer of these Terms and Conditions.

2.5 **SECURITY INTEREST.** To the extent any equipment or parts are sold to Customer on credit, Customer hereby grants to Company a security interest in all such equipment and parts sold to Customer on credit until such time as the purchase price for such equipment and parts have been paid in full to Company. Customer also hereby

authorizes Company to file any initial UCC financing statements, continuation statements or amendments thereto necessary to effectuate and perfect such security interest and the proceeds thereof.

2.6 **WARRANTY.** EQUIPMENT AND PARTS ARE SUBJECT TO THE MANUFACTURERS WARRANTY. COMPANY MAKES NO WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, WITH RESPECT TO EQUIPMENT OR PARTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR CONFORMANCE TO DESCRIPTION, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE.

### ARTICLE III LIMITATION OF LIABILITY

3.1 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, EACH PARTY WAIVES ANY CLAIM AGAINST THE OTHER FOR ITS OWN LOST PROFITS OR LOSSES DUE TO BUSINESS INTERRUPTIONS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES, HOWEVER SAME MAY BE CAUSED, REGARDLESS OF THE FAULT (OTHER THAN GROSS NEGLIGENCE, WILLFUL MISCONDUCT, MALICE, OR INTENTIONAL TORT), NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE OR OTHERWISE), PRE-EXISTING DEFECT, OR STRICT LIABILITY OF THE RELEASED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF ANY EQUIPMENT, PARTS AND/OR SERVICES PURCHASED BY CUSTOMER FROM COMPANY. CUSTOMER AGREES THAT COMPANY'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, IN LAW AND EQUITY OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PARTS AND/OR SERVICES PURCHASED BY CUSTOMER FROM COMPANY IS SOLELY LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE EQUIPMENT, PARTS AND/OR SERVICES TO WHICH THE APPLICABLE CLAIM RELATES.

### ARTICLE IV FORCE MAJEURE

4.1 **FORCE MAJEURE.** Company shall not be liable for damages under these Terms and Conditions for a delay or failure in its performance under these Terms and Conditions as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over Company, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, manufacturing facilities, material or components from Company's usual sources; fires, floods or other catastrophes; acts of God, acts of omissions of Customer or any causes beyond the reasonable control of Company and/or of its suppliers. Upon the giving of prompt written notice to Customer of any such causes of a delay or

failure in its performance of any obligation under these Terms and Conditions, the time of performance by Company shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

## **ARTICLE V MISCELLANEOUS**

5.1 **GOVERNING LAW.** These Terms and Conditions shall be governed by and be construed in accordance with laws of the State of Nebraska without regard to conflict of laws principles.

5.2 **CONSENT TO FORUM.** Customer hereby consents to the jurisdiction of any state court located within Douglas County, Nebraska or federal court located in the District of Nebraska and consents that it may be served with any process or paper by registered mail or by personal service within or outside the State of Nebraska in accordance with applicable law. Furthermore, Customer waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. Nothing contained in this Section 5.2 shall limit or restrict the right of Company to commence any proceeding in the federal or state courts located in the state where Customer resides or maintains its chief executive offices, as applicable, or in any other state, to the extent Company deems such proceeding necessary or advisable to exercise remedies available under these Terms and Conditions.

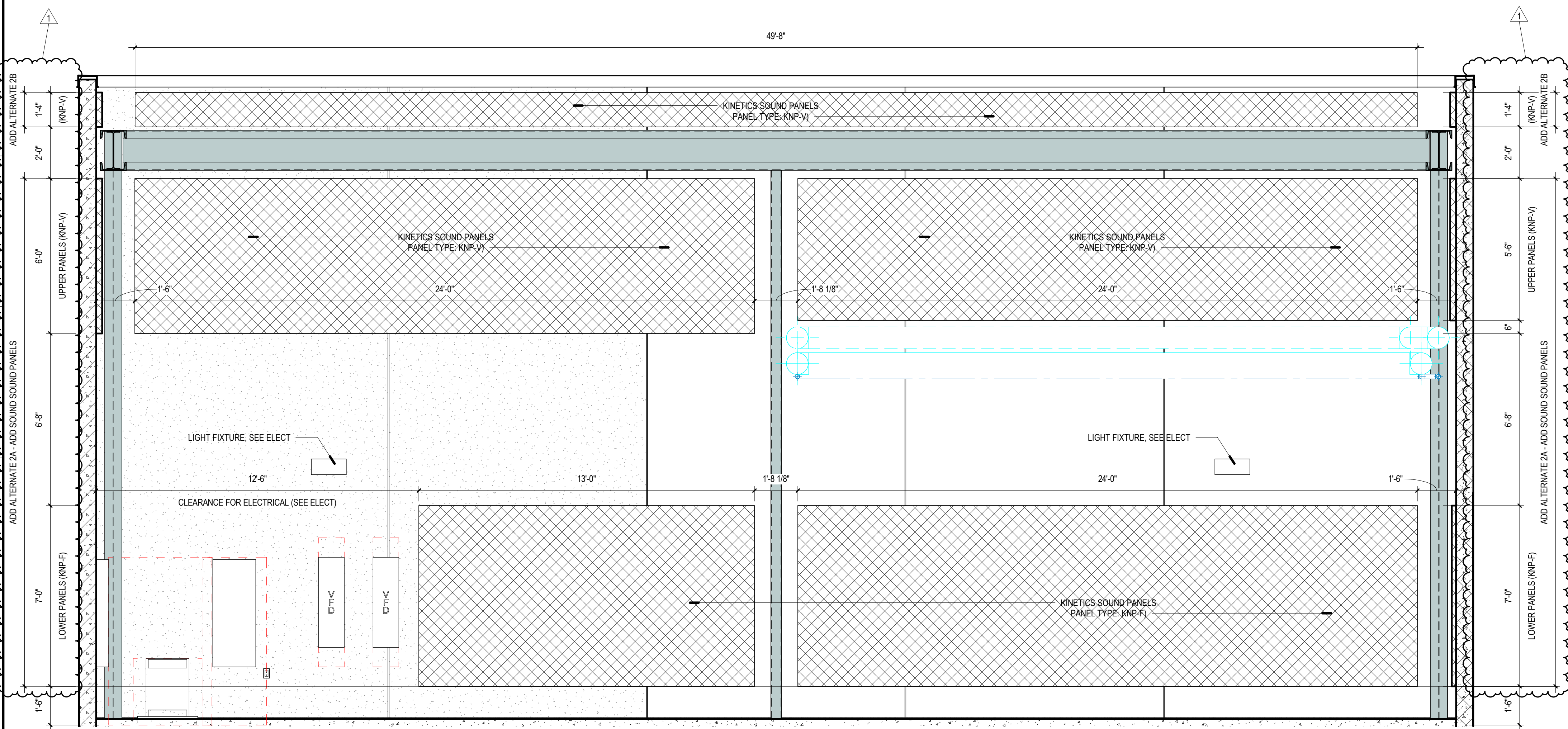
5.3 **WAIVER OF JURY TRIAL.** Company and Customer each hereby waives any right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or relating to these Terms and Conditions.

5.4 **WAIVER.** Either party's failure at any time to require strict performance by the other of any of the terms or provisions of these Terms and Conditions shall not waive or diminish that party's rights thereafter to demand strict compliance therewith or with any other provision. Waiver by either party of any default by the other shall not waive any other or similar defaults by the other party.

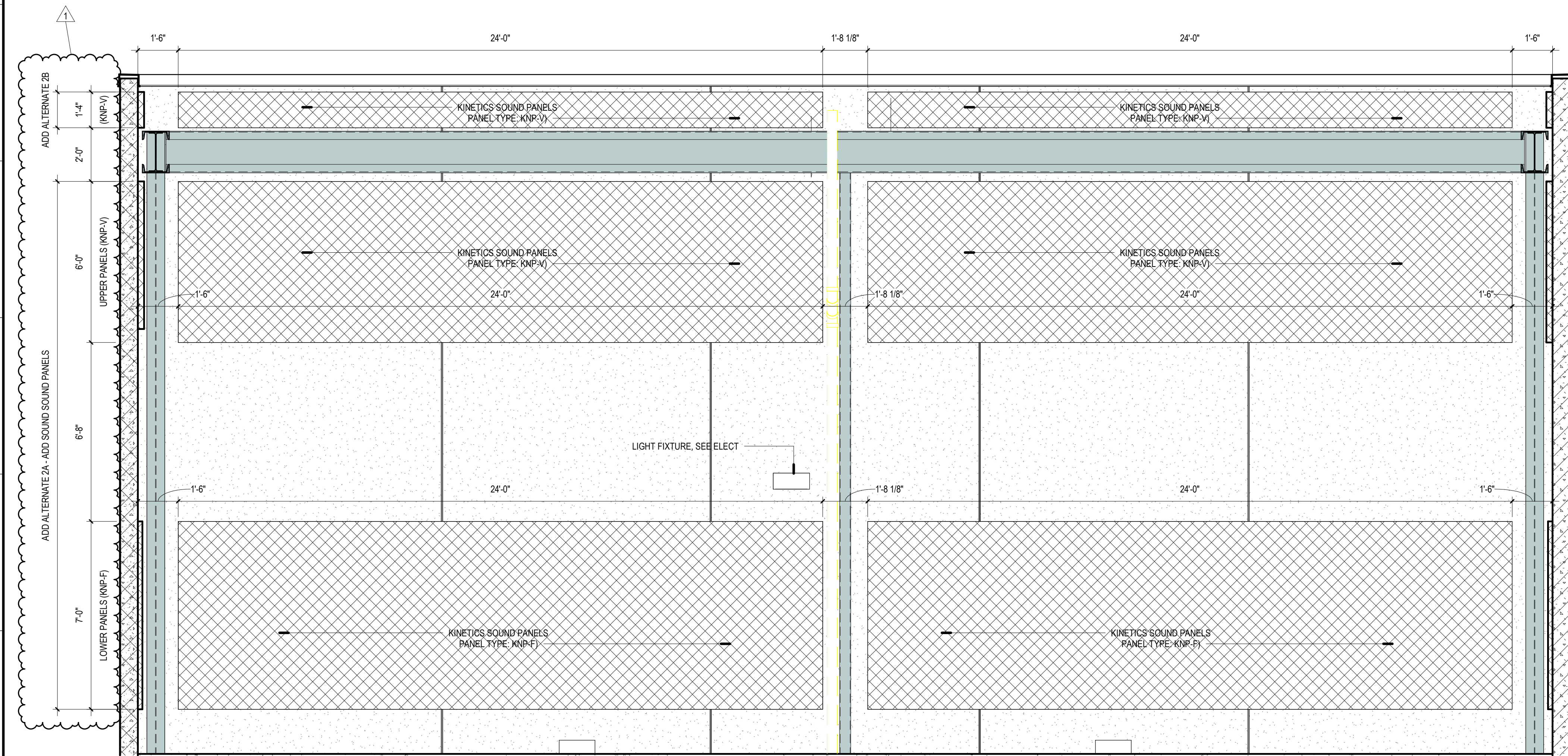
5.5 **AMENDMENTS.** These Terms and Conditions are the exclusive agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. These Terms and Conditions may only be amended in writing by authorized representatives of both parties.

5.6 **USE OF CUSTOMER NAME.** Customer agrees that Company may use Customer's name in connection with the marketing and promotion of the equipment; provided, however, Customer shall be given the opportunity to review and approve all such marketing and promotional materials using Customer's name before use by Company.

**[The Remainder of This Page  
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1 NORTH ELEVATION  
A3.00 3/8" = 1'-0"

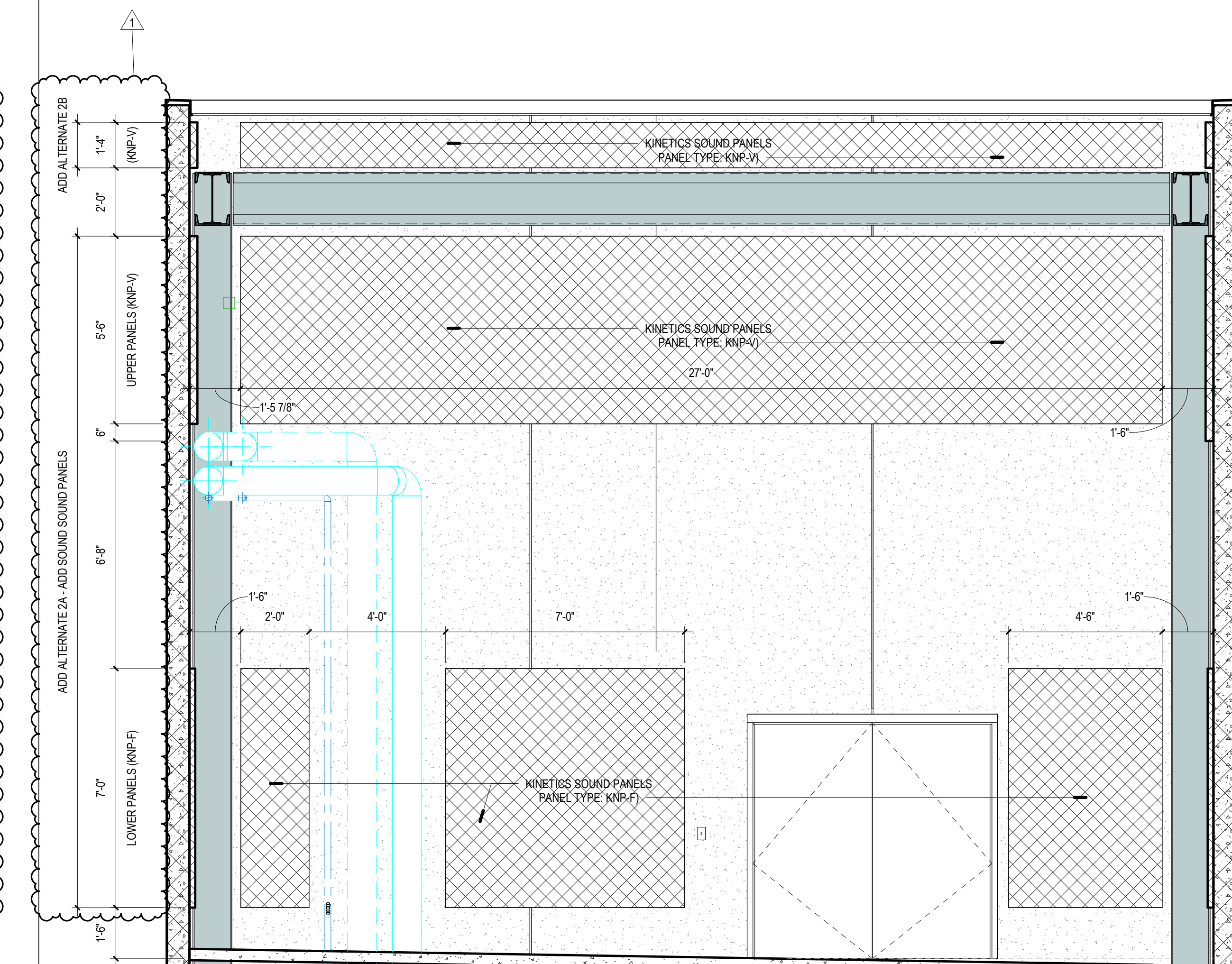


3 SOUTH ELEVATION  
A3.00 3/8" = 1'-0"

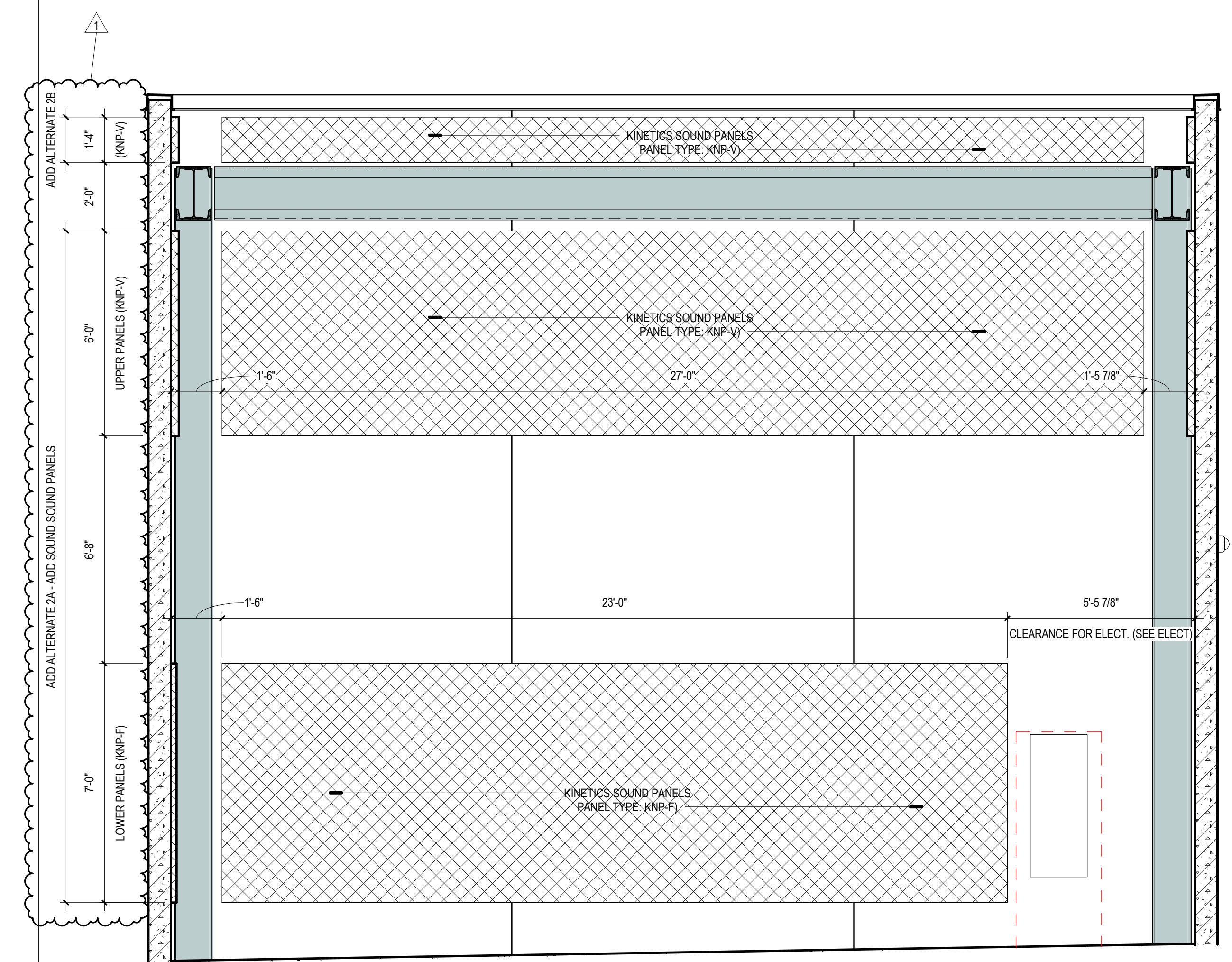
**ALTERNATES 2A & 2B:**

ADD ALTERNATE NO. 2A: SOUND PANELS  
BASE BID: PROVIDE NO SOUND PANELS.  
ALTERNATE: ADD SOUND PANELS BELOW THE BEAM AS INDICATED ON INTERIOR ELEVATIONS ABOVE.

ADD ALTERNATE NO. 2B: SOUND PANELS  
BASE BID: PROVIDE SOUND PANEL BELOW THE BEAM PER ADD ALTERNATE 2A.  
ALTERNATE: ADD SOUND PANELS ABOVE THE BEAM AS INDICATED ON INTERIOR ELEVATIONS ABOVE.



2 EAST ELEVATION  
A3.00 3/8" = 1'-0"



4 WEST ELEVATION  
A3.00 3/8" = 1'-0"

WESTSIDE HIGH SCHOOL  
COOLING TOWER  
8701 PACIFIC ST  
OMAHA, NE 68114

**TACK**architects  
TACKarchitects, Inc. NE CA2563  
2922 N 61 Street, Studio 1  
Omaha Nebraska 68104  
www.tackarch.com

**Construction Documents**

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WESTSIDE HIGH SCHOOL COOLING TOWER  
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AGENCY APPROVAL(S):

|     |            |            |
|-----|------------|------------|
| 1   | Addendum A | 11/10/2025 |
| NO. | REVISION   | DATE       |



SHEET NAME:

INTERIOR WALL  
ELEVATIONS

DATE: 10/24/2025

PROJECT NO.: 2025.016.00

SHEET NO.:

**A3.00**

2025.016.00 WESTSIDE HIGH SCHOOL COOLING TOWER