CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	September 24, 2013	
RESOLUTION OR ORDINANCE NUMBER	R-13-83	
AGENDA TITLE	**Cooling Tower 4 - Fan Deck Repair**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Michael Shook, Deputy Director of Electric Utilities	
FISCAL INFORMATION	Cost as recommended:	$39,237.00
	Budget Line Item:	810-5-030-862
	Balance Available	$100,000.00
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Replacement of Cooling Tower 4 Fan Deck and Structural Supports	
BACKGROUND	Cooling Tower #4 was built and began commercial operation in 1972. Since then, this Cooling Tower has had repairs that include “distribution fill” replacement, distribution header replacement, hot deck repair, including other minor structural repairs. The fan deck on this cooling tower supports the three (3) large fan towers/shrouds and personnel walkways. The fan deck has deteriorated to the point of requiring replacement and structural support replacement.	
SPECIAL NOTES		

ANALYSIS	Staff has solicited bids through the sealed bid process, receiving three (3) proposals to complete repairs for the cooling tower. Bids received were from: • Sys-Kool $39,237.00 • Cooling Tower Depot $47,259.00 • Industrial Cooling Solutions $76,841.00 Bids included options for structural support replacement and personnel stair tower repair and or replacement. Staff reviewed proposals based on cost, prior experience, bidder's on-site inspection of cooling tower and availability to complete repairs within the Utility's scheduled outage.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the Mayor execute a purchase order to Sys- Kool for an amount not to exceed $39,237.00 for the repair of Cooling Tower #4 Fan Deck.
REFERENCE DOCUMENTS ATTACHED	Request for Proposals Bids Received Photos – Tower 4 Fan Deck Area

RESOLUTION NO. R-13-83

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO SYS-KOOL FOR THE REPAIR OF NO. 4 COOLING TOWER FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Finance Director be and is hereby authorized and directed to issue a purchase order for the not exceed amount of $ 39,237.00 to Sys-Kool for the repair of No. 4 Cooling Tower for the City of Coffeyville Electric Utility.

ADOPTED THIS 24th DAY OF SEPTMEBER, 2013.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

Coffeyville
Municpal Light & Power

616 Spring St. ● P.O. Box 1629 ● (620) 252-6180
Coffeyville, Kansas 67337-0949
www.coffeyville.com

The City of Coffeyville Electric Utility is requesting proposals for the following:

Replacement and repair of the following items on our Marley 587 Three (3) Cell Cross-Flow No. 4 Cooling Tower:

- Remove and Replace;
  - Remove and Replace Fan Decking with 1-1/8 "x 4' x 8' CCA Treated decking
  - Remove and replace necessary 2"x 6" decking support joist
  - Remove/Re-Install Fan Stacks (3)
  - Remove/Replace necessary hardware with 300 Series Stainless Steel
  - Repair Existing Stair Tower
- Disposal of all removed and new construction materials/debris

Proposal must include all materials, hardware and labor cost, including cost option for complete Stair Tower replacement.

Dates open for the completion of this project will be **November 18, 2013** thru **November 28, 2013.**

Each bidder shall supply proof of all necessary insurance requirements, including Liability, Workman's Compensation, and any other types of insurance that are required to perform work in the state of Kansas.

Bids must be submitted no later than September 11, 2013 at 2:00 P.M.

Bids will be delivered to the following address:

City of Coffeyville
102 W. 7th
P.O. Box 1629
Coffeyville Kansas 67337

Bid Packages will be addressed attention:

Attn: City Clerk
#4 Cooling Tower Repair

Bids will be opened on September 11, 2013 at 2:00 P.M.
Winning bidder will be notified no later than (3) three weeks after bid opening date.

Contact person for this project will be:
Mr. Tony Lawson
Superintendent of Electric Generation
Email: tlawson@coffeyville.com
Phone: 620-252-6188
Hours: 7:00 A.M - 3:30 P.M. Monday through Friday

CTD PROPOSAL R256-0813

September 9, 2013

Tony Lawson
Coffeyville Municipal Light & Power
102 West 7th - PO Box 1629
Coffeyville, KS 67337

Mr. Lawson,

Cooling Tower Depot, Inc. (CTD) is pleased to provide our quotation for your cooling tower repair project. With our extensive cooling tower experience, CTD is adept in identifying the necessary repairs to get the most efficient life out of your cooling tower(s). As a leading designer and manufacturer of industrial cooling towers, CTD is providing you with the highest quality-cooling tower parts and materials, which meet or exceed your requirements. Our designs utilize components that have proven to be reliable in the cooling tower industry. With CTD's experience, convenient website to purchase parts, and our cost advantages, we hope to be of service to you well into the future.

CTD appreciates the opportunity to submit our proposal and we look forward to being of further service to you on this project. If you have any questions or require further clarification, please let us know.

Sincerely,

Brian Fuqua
Regional Sales Manager
Office (816) 331-5536
Cell (816) 585-3025
bfuqua@ctdinc.com

All Information Contained Herein is Proprietary and Confidential

SCOPE OF WORK

Proposal is as follows:

RECEIVED
SEP 11 2013
CITY CLERK

NO.4 COOLING TOWER
3-CELL MARLEY 587 CROSSFLOW
28' LONG CELLS

Item 1 – Fan Deck Replacement: (3 cells)

- Remove the existing fan decking, bridging, and toe boards and place into disposal bins supplied by CTD.
- New 2"x 6" bridging will be provided at the fan deck cut circle to minimize decking deflection.
- Supply and install new 1-1/8" T&G plywood fan decking. Fan decking will be cut to minimize turbulence of airflow into the fan cylinder.
- New 2"x 4" toe-boards will be provided around the perimeter of the fan deck.
- Decking at end walls and short walls shall have air seals to prevent air bypass in the plenum chamber.
- Fan stacks to be reinstalled with a minimum of six (6) new "hurricane blocks" through-bolted to the joists.
- New materials shall be #1 and better pressure treated Douglas fir.
- All connecting hardware shall be 304 stainless steel.

Note: Pricing does not include removal of existing fire protection system and associated hardware.

Material & Labor Price Item 1 (3 cells **$27,035.00**

Adder 1 – 50% Fan Deck Joist Replacement: (3 cells)

- Remove 50% of the existing joists, intermediate joist and place into disposal bins supplied by CTD.
- Supply and install (32) new 2"x 6" fan deck joists installed on 4' centers (at the column lines).
- Supply and install (24) new 2"x 6" intermediate joists installed on 24" centers.
- New materials shall be #1 and better pressure treated Douglas fir.
- All connecting hardware shall be 304 stainless steel.

Material & Labor Price Adder 1 (3 cells) **$5,645.00**

Adder 2 – 100% Fan Deck Joist Replacement: (3 cells)

- Remove 100% of the existing joists, intermediate joist and place into disposal bins supplied by CTD.
- Supply and install new 2"x 6" fan deck joists installed on 4' centers (at the column lines).
- Supply and install new 2"x 6" intermediate joists installed on 24" centers.
- New materials shall be #1 and better pressure treated Douglas fir.
- All connecting hardware shall be 304 stainless steel.

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Material & Labor Price Adder 2 (3 cells) **$11,225.00**

Item 2 – Stair Tower Repairs:

- Remove the existing landings, stringers and treads and place them into disposal bins supplied by CTD.
- Supply and install five (5) new landings.
- Supply and install four (4) new sets of stringers.
- Supply and install eight (8) new treads per set of stringers.
- New materials shall be #1 and better pressure treated Douglas fir.
- All connecting hardware shall be 304 stainless steel.

Material & Labor Price Item 2 **$5,749.00**

Option 1 – Stair Tower Replacement:

- Demolition of the existing stair tower and its sway bracing.
- Supply and install a new semi-self-supporting stair tower at the transverse end wall.
- New stair tower to be constructed of 4"x 4" support columns and 2"x 4" diagonal bracing, 2"x 12" risers and 2"x 10" treads, 2"x 6" landing supports and decking, 2"x 4" hand, knee, and 2"x 4" toe railings.
- New stair tower will be braced to the main tower structure.
- New stair tower shall meet all OSHA requirements.
- New concrete stair pad and/or modifications to the existing pad (if required) shall be by others. Customer shall provide pad elevation prior to mobilization.
- New materials shall be #1 and better pressure treated Douglas fir.
- All connecting hardware shall be 304 stainless steel.

Material & Labor Price Option 1 **$10,498.00**

LABOR/MATERIAL	$ 27,035.00
JOIST REPLACEMENT (100%)	$ 11,225.00
STAIR TOWER REPAIR	$ 5,749.00
FREIGHT	$ 2,500.00
BOND	$ 750.00
	$ 47,259.00

All Information Contained Herein is Proprietary and Confidential

Terms and Conditions:

Pricing Notes:

1. Pricing is valid for 30 days from date of proposal.
2. Labor and supervision is CTD, Open Shop (40 hour week Monday – Friday).
3. No sales or use tax included. Customer to provide tax information to CTD at the time of issuing purchase order.
4. Prices do not include any building permits, certificates or special licenses that may be required. Also, no PE stamp is included in this pricing.
5. CTD General Terms and Conditions are attached hereto and are incorporated as part of the document.
6. Electrical wiring and connections are not included in this proposal.
7. Any additional work outside the written scope must be approved by customer management prior to work being performed.
8. Items priced separately for accounting and estimating purposes only. Pricing valid only when all items are purchased simultaneously. Add prices do not include mobilization/demobilization costs.

Equipment Responsibilities:

Man Lift	By Others	Sanitation	By Others
Fork Lift	By Others	110V Power at Tower	By Others
Crane	By Others	Asbestos	By Others
All Waste Disposal	Included	Pneumatic Tools	By Others

Site Conditions:

1. CTD assumes site conditions to be accessible and reserves the right to adjust invoices to reflect additional charges resulting in unreasonable time delays due to work permitting, process operations, plant alarms, customer supplied equipment, evacuations, or unsatisfactory site conditions per the current CTD Time and Material rate sheet.
2. Time delays exceeding (1) hour due to work permitting or unsatisfactory site conditions will be billed per our T&M rate sheet.

Safety Responsibilities:

DISA	Not Included	TWIC	Not Included
Confined Space	Not Included	MSHA	Not Included
Hole Watch	Not Included	Basic Plus (BOP)	Not Included
CPR	Not Included	Site Specific	Not Included
Respirators	Not Included	Fire Retardant Clothing	Not Included
Drug Testing	Not Included	Continuous Monitoring	Not Included
Background Checks	Not Included	Site Safety Manager	Not Included

Safety:

1. Any additional screening/orientation requirements will be provided at an additional expense.

All Information Contained Herein is Proprietary and Confidential

Warranty:
Cooling Tower Depot warrants the Work against defects in materials and workmanship for a period of 18 months from the date of shipment to the site, or 12 months after the date of completion, whichever shall first occur, provided that the Client shall give Cooling Tower Depot written notice of any such defects within 10 days after the discovery of the defect. All liability of Cooling Tower Depot under this provision shall be limited to the repair or replacement of the defective parts, FOB shipping point. Cooling Tower Depot shall not be liable for defects, which are the result of corrosion, erosion, deterioration from unusual causes, defects due to normal wear and tear or operating conditions. ADDITIONALLY, COOLING TOWER DEPOT SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Payment Terms:
1. Materials (freight if applicable): 100% of material price net 30 days from shipment.
2. Labor: Monthly progress billing for labor.
3. A lump sum mobilization invoice of 20% will be issued upon receipt of purchase order to cover offsite mobilization, preplanning activities and material procurement.
4. All invoices due Net 30 days from invoice date.
5. Freight FOB shipping points. Freight will be prepaid and added at cost plus 12% plus $199.00 per truck for packaging and handling charges unless otherwise noted.

Submitted by,
COOLING TOWER DEPOT, INC.

Micky Fisher

Micky Fisher
Vice President of Reconstruction
M:\CTD Proposals\2013\R256-0813 Coffeyville Municipal Light & Power-Coffeyville, KS\Proposal

All Information Contained Herein is Proprietary and Confidential

General Conditions of Sale
(Domestic)

Cooling Tower Depot, Inc. shall provide the materials, equipment, and where applicable, the labor and services described in their proposal (hereinafter the "Work") strictly in accordance with, and subject to, the following terms and conditions, which shall be deemed accepted by the Client in the event that the Client either signs this proposal, or issues a purchase order or contract covering the Work or authorizes Cooling Tower Depot to proceed to perform the Work, in writing or orally. The terms contained herein shall govern should any conflict between these terms and conditions and those to the Client contained in any purchase order or contract regardless of whether these terms and conditions were tendered prior to receipt by Cooling Tower Depot of the conflicting terms from the Client.

1. **TERMS OF PAYMENT.** Unless otherwise agreed to in writing between Cooling Tower Depot and the Client, Cooling Tower Depot shall be entitled to payment within thirty (30) days of the date of invoice for all Work performed in accordance with the following schedule:
   a. Drawings, if required, shall be invoiced at 15% of contract value, net 30 days from invoice submittal
   b. Materials shall be invoiced progressively as materials ship, net 30 days from invoice date;
   c. Field Construction Labor shall be invoiced as work progresses, net 30 days from invoice date.

   In the event payment is not made in accordance with the above stated terms, Client agrees to pay CTD interest on the outstanding, overdue invoices at the rate of one; one half percent (1.5%) per month until paid. In addition, CTD shall be entitled to all reasonable costs associated with the collection of past due invoices, including reasonable attorney's fees.

   In the event that Client delays the commencement of the project and/or shipment of the materials, Client agrees to pay all reasonable storage costs, handling, increased costs of transportation and increased administrative costs incurred by CTD.

2. **CHANGES.** The Client has the right to make changes or deletions to the Work on the project. In the event that the Client directs a change to the Work, Cooling Tower Depot agrees to perform the change in Work subject to an equitable adjustment in the contract amount as well as additional time for completion.

3. **CANCELLATION.** Client acknowledges that Cooling Tower Depot's time in preparing and tendering its expertise is an important asset of Cooling Tower Depot and therefore Client agrees that upon cancellation of a contract or purchase order, Client will pay Cooling Tower Depot in accordance with the following:
   a. If fabrication has not been started, Ten percent (10%) of the contract amount (or estimated contract amount if on a time and material basis) plus any other charges incurred on purchase orders issued by Cooling Tower Depot and/or design and engineering completed if required. Fifteen percent (15%) of the contract price for engineering and administrative costs incurred on behalf of the Client.
   b. If fabrication has been started, Client shall pay Cooling Tower Depot an amount equal to all of Cooling Tower Depot's direct costs, plus Twenty percent (20%) overhead and profit.

   Cooling Tower Depot agrees to cooperate with Client and place no additional orders upon receipt of notice of cancellation and further agrees to return all non-specialty component parts and materials to the manufacturer as may be possible. Cooling Tower Depot, thereafter, will tender an invoice reflecting the cancellation charges to the Client, which shall be due and payable within 15 days after having been tendered by Cooling Tower Depot.

4. **SALES/USE TAX, FEES AND PERMITS.** Unless otherwise agreed in writing by Cooling Tower Depot and the Client, Cooling Tower Depot's proposal does not include any applicable sales tax, use tax, fees or permits required to perform the Work. Client agrees to pay for such sales and/or use taxes along with all fees and permits required to perform the Work. Client shall indemnify and hold harmless Cooling Tower Depot for such taxes, fees and permits as well as any and all related penalties, interest charges or fines assessed by any Federal, State of Local authority on account of nonpayment.

5. **FREIGHT AND TRANSPORTATION CHARGES.** Unless otherwise agreed in writing by Cooling Tower Depot and the Client, Cooling Tower Depot does not include freight or other transportation charges associated with the Work specified or requested by addendum or change order. Client agrees to pay all such charges to Cooling Tower Depot upon Cooling Tower Depot tendering an invoice for such freight costs.

6. **RISKS OF LOSS AND TITLE.** On and after delivery to the carrier for transportation to the Client's site, Client shall be responsible for all loss or damage to materials and equipment due to any cause including but not limited to loss or damage resulting from casualty. Title to all materials and equipment purchase shall pass to Client as each item is loaded upon the carrier for transportation to the project site.

7. **OVERTIME.** This proposal is based upon wages computed at standard hourly rates for a work week of five standard eight hour days, Monday through Friday, or such shorter work week or day as may prevail at the project for similar classes of work. If overtime work is required by the Client, or if overtime is generally prevailing in the vicinity of the project for any class of labor employed by the Client, then the labor and supervision portion of the contract shall be increased to allow for overtime compensation plus additional overhead at the rate of Fifteen percent (15%).

8. **TIME FOR COMPLETION / SCHEDULE.** Unless otherwise agreed in writing by Cooling Tower Depot and the Client, Cooling Tower Depot shall perform such word as required by its contract within a reasonable time and in accordance with a mutually acceptable form of project schedule.

9. **LIMITATION OF LIABILITY.** Cooling Tower Depot shall not be liable for any loss, damage, or expense, direct, or indirect resulting from delay or failure in the performance of Cooling Tower Depot's obligations hereunder if such delay or failure is due to acts of God, or the public enemy, strikes, labor trouble, fire, explosions, floods, riots, war, governmental orders or restrictions, shortages of materials or labor, delay of transportation, theft, accidents, or any other cause for which Cooling Tower Depot is not solely responsible (herein collectively referred to as "force majeure"). Cooling Tower Depot shall, upon the occurrence of a force majeure event, provide notice to the Client of the event. Cooling Tower Depot shall, after cessation of the force majeure event be entitled to a reasonable time to complete its obligations under this contract. Cooling Tower Depot's total liability for damages related to the performance of this contract shall be limited to the amount of the contract price and in no event shall Cooling Tower Depot be liable for INCIDENTAL or CONSEQUENTIAL DAMAGES, or for loss of profits, lost profit by reason of plant shutdown, non-operation, or increase of expense of operation of other equipment or facilities or for any special or indirect damages, including but not limited to loss of profits or revenues, loss of use of equipment, cost of replacement power, additional expense incurred in the use of equipment, facilities and claims of customers of the Client, regardless of whether the claim arises out of contract, tort, warranty (express or implied), product liability, strict liability, negligence, or any other equitable or legal theory. Unless otherwise agreed in writing by Cooling Tower Depot and the Client, Cooling Tower Depot shall assume no liability for the structural integrity or the strength of the Work.

10. **NEGLIGENCE AND INDEMNITY.** Unless otherwise agreed in writing between Cooling Tower Depot and the Client, Cooling Tower Depot shall not be liable far any claim, damage, judgment, cost or expense arising out of the negligence of the Client. In the event that both Cooling Tower Depot and the Client are named in an action or claim arising out of the joint or several negligence of the parties hereunder, Cooling Tower Depot will only be responsible for that portion of damage, claim, judgment, cost or expense that its negligence bears in proportion to the total negligence of all responsible parties. It is expressly understood between Cooling Tower Depot and the Client that Cooling Tower Depot shall not be responsible to Client for any indirect or special damage including incidental or consequential damages arising from any action in which Cooling Tower Depot is named as a party responsible for any and all of the claimed damages. Additionally, Cooling Tower Depot shall have no indemnity obligation and shall not be required to hold harmless and defend the Client for any claim, damage, judgment, cost or expense except as may have been caused by the negligence, proportional or otherwise, of Cooling Tower Depot. Both Cooling Tower Depot and Client agree to waive their rights to subrogation under any policy of insurance relating to or covering the project. The forgoing indemnity shall be further limited as follows:

    a. as between Cooling Tower Depot and the Client, Cooling Tower Depot's liability for loss of or damage to property of Client, including property constituting the Work, shall be limited to the extent and scope of insurance as provided.
    b. the Cooling Tower Depot's construction liability for damage to or destruction of property of Client, including the Work to be performed hereunder, shall terminate upon the transfer of care, custody, and control thereof; and
    c. when the Work has been completed, Cooling Tower Depot shall give Client written notice to such effect. Unless Client shall, upon receipt of such notice, give Cooling Tower Depot written notice of any item of the Work not completed and acceptable, the care, custody, and control shall pass to Client.

11. **WARRANTY.** Cooling Tower Depot warrants the Work against defects in materials and workmanship for a period of 18 months from the date of shipment to the site, or 12 months after the date of completion, whichever shall first occur, provided that the Client shall give Cooling Tower Depot written notice of any such defects within 10 days after the discovery of the defect. All liability of Cooling Tower Depot under this provision shall be limited to the repair or replacement of the defective parts, FOB shipping point. Cooling Tower Depot shall not be liable for defects, which are the result of corrosion, erosion, deterioration from unusual causes, defects due to normal wear and tear or operating conditions. ADDITIONALLY, COOLING TOWER DEPOT SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

12. **INDEPENDENT CONTRACTOR.** Cooling Tower Depot shall perform the Work hereunder as an independent contractor and shall have the right to select the means and method of construction and operation of its employees and subcontractors. Cooling Tower Depot shall conform to all applicable safety standards required by any Federal, State, or Local government and shall comply with all OSHA requirements as may be applicable to the project. Cooling Tower Depot shall have the right to subcontract those portions of the Work that Cooling Tower Depot deems in its best interest without interference from the Client.

13. **PERFORMANCE TESTS.** In the event that performance tests are required, the tests shall be performed by either Cooling Tower Depot or a neutral third party as may be mutually agreed upon by Cooling Tower Depot and Client and shall be performed pursuant to the procedures set forth by Cooling Technology Institute as specified by ATC-105, and shall be subject to the tolerances specified herein.

14. **ENTIRE AGREEMENT AND CHOICE OF LAW.** Unless otherwise agreed in writing by Cooling Tower Depot and Client, this agreement shall be governed by the laws of the state of Colorado. The contract represented by this proposal constitutes the entire understanding of the parties. All prior understandings, writings, proposals, between the parties are hereby merged and supersede hereby. This agreement may not be modified or amended except by written instrument signed by a duly authorized representative of each party.

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 20___.

_____
Cooling Tower Depot, Inc.

_____
Client

651 Corporate Circle, Ste. 206
Golden, CO 80401
Phone: (720) 746-1234
Fax: (720) 746-1110

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
1-303-773-9999
Arthur J. Gallagher Risk Management Services, Inc.

6399 S. Fiddlers Green Cir
Suite 200
Greenwood Village, CO 80111

CONTACT NAME: Melissa Sapp-Birdwhistell
PHONE (A/C, No, Ext): 303-889-2544 FAX (A/C, No):
E-MAIL ADDRESS: melissa_sapp-birdwhistell@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMER INS CO	16535
INSURER B: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cooling Tower Depot, Inc.

691 Corporate Circle, Suite #206

Golden, CO 80401

COVERAGES CERTIFICATE NUMBER: 35225198 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPO 4886848-03	04/01/13	04/01/14	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			CPO 4886848-03	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			BE 067339917	04/01/13	04/01/14	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 4886849-03	04/01/13	04/01/14	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ICS INDUSTRIAL COOLING SOLUTIONS

September 9th , 2013

City Clerk
City of Coffeyville
102 W. 7th
P.O. Box 1629
Coffeyville, KS 67337

Attn: City Clerk,
#4 Cooling Tower Repair

Industrial Cooling Solutions, Inc. (ICS) is pleased to provide our quotation for your cooling tower repair project. ICS is providing to you the highest quality-cooling tower reconstruction team. Our cooling tower reconstruction division has proven to be economical, safe, and reliable all while completing our customers projects on time and in budget.

Don't hesitate to let me know if you would like us to provide further information for your review. I look forward to your comments on our proposal.

Best regards,

John D. Tuccy
Reconstruction Project Manager
Industrial Cooling Solutions Inc.

ICS INDUSTRIAL COOLING SOLUTIONS

RECEIVED
SEP 11 2013
CITY CLERK

September 9th, 2013

ICS Proposal No.	: R1314 R0 Cross Flow Cooling Tower Repair
Customer	: Coffeyville Municipal Light – Coffeyville Power plant
Customer Project Name	: **#4 Cooling Tower Repair**
Location	: Coffeyville, Kansas

PROPOSED WORK SCOPE

1. **Remove and Replace Fan decking;**
   Remove and save Fan Stacks for reinstallation (3)
   Remove and dispose of existing 2"x 6" T&G Fan Decking
   Remove and replace approximately 25% of 2"x 6" decking support Joist
   Replace Fan Decking with 1-1/8" x 4'x 8' CCX STRUC# 1 PLWD SE, PTS 1 SIDE CCA TREAT
   Reinstallation of removed Fan Stacks (3), replace hardware @ deck as needed (304 s.s.)
   Level/plumb existing stair stringers and fasten stair supports to tower
   Disposal of all removed and new construction debris
   Work can be completed during an outage of 14 consecutive days
   Level 2 cooling tower inspection

Labor and Materials **Total:** **$ 66,441**

The following are offered as optional "add on" to the above Total price.

Option #1	Remove and Replace Stair Tower	add	$ 16,180
Option #2	Upgrade New Fan deck to 2"x6" DF, CCA	add	$ 3,310
Option #3	Upgrade New Fan deck to 1-1/8" FRP	add	$ 5,890
Option #4	Total Replacement of 2"x6" decking support Joist	add	$ 8,300

LABOR / MATERIALS	$ 66,441.00
JOIST REPLACEMENT (100%)	$ 8,300.00
PERFORMANCE BOND	$ 2,100.00
	$ 76,841.00

EQUIPMENT AND WORK TO BE FURNISHED BY OTHERS

(1) Electrical Power.
(2) Any work or testing not explicitly stated in ICS proposal.

PROPOSAL NOTES

(1) This proposal and pricing is valid for 30 days.
(2) ICS will not be responsible or held liable for any special, indirect, consequential, liquidated or punitive damages.
(3) The above pricing does not include any delays to the project beyond our control. Delays resulting in a stoppage of work for more then 2 hours including, but not limited to, permitting, process release, or other projects or contractors, will be billed at our current time and material rate schedule.
(4) Costs for permits, taxes, and drug testing have not been included in this proposal.
(5) Terms: 20% with order, balance due Net 15 after completion.
(6) Special asbestos handling (if required) may need to be sub-contacted out to a local abatement specialist. ICS will pass these costs on to Coffeyville Municipal Light at cost plus 15% or arrange for Coffeyville Municipal Light to contract with the abatement contractor directly.
(7) All replacement structure will be pressure treated #1 dense or better Douglas fir.
(8) All replacement attaching hardware shall be 300 series stainless steel.

Submitted by,
Industrial Cooling Solutions, Inc.

John D. Tuccy
Reconstruction Project Manager

SYS-KOOL

SYS-KOOL, L.L.C.
11313 South 146 Street
Omaha, NE 68138
Phone: 402-597-1449
Fax: 402-597-1454
www.sys-kool.com

September 10, 2013

RECEIVED
SEP 11 2013
CITY CLERK

City Of Coffeyville
102 West 7th
PO Box 1629
Coffeyville, KS 67337

Attention: City Clerk

Reference: #4 Cooling Tower Repair

Bid Date and Time: 9/11/13 at 2:00 PM

Enclosed is SYS-KOOL's quotation Q13-10283 for cooling tower repairs. Included with our quotation is a color photo of a likeness of the new stairway option, and also our certificate of insurance. We look forward to the possibility of being the successful bidder and working with you on this project.

Respectfully,

Mark Ray

Reconstruction Specialist

Enclosures

SYS-KOOL

Please visit us at

www.sys-kool.com

SYS-KOOL, L.L.C.
11313 South 146 Street
Omaha, NE 68138

Phone: 402-597-1449
Fax: 402-597-1454

QUOTATION

TO: City Of Coffeyville, Kansas
Attention: City Clerk

Phone: 620-252-6100
Fax: 620-252-6175

Quote # Q13-10283
Bid Date: 9/11/13
Bid Time: 2:00 PM

Contact Person: Tony Lawson

Phone: 620-252-6188
Email: tlawson@coffeyville.com

JOB NAME: City Of Coffeyville, Kansas - #4 Cooling Tower Repair
LOCATION: Coffeyville, KS

Thank you for the opportunity to provide this quotation.

For Marley Model 587-53-3 Cooling Tower, S/N (unknown), 3 Cells, ground location.

Labor, Supervision, Tools, and Materials to repair the existing Marley cooling tower.
Scope of the work includes:
While this cooling tower is off line, SYS-KOOL can do the following.....
- Remove and replace the fan decking with 1-1/8" x 4' x 8' CCA treated plywood decking material.
- Remove and replace necessary 2" x 6" deck support girts and 300 Series stainless steel hardware.
- Remove / reinstall all three fan cylinders with new 300 Series stainless steel hardware.
- Remove / replace necessary hardware in the tower with 300 Series stainless steel hardware.
- Repair the existing tower stairway.

Availability: Materials ship in 3-4 weeks after receipt of an enterable order.
Total Net Price For Materials (FOB Shipping Point / Standard Ground Freight Not Included) With Labor And Supervision..... $34,887.00

Price Add To The Above For Bridging
Materials and labor to install bridging underneath all three fan cylinders.
Total Net Price For Materials (FOB Shipping Point / Standard Ground Freight Not Included) With Labor And Supervision..... $1,950.00

Price Option For Complete Replacement Stairway
Labor to remove the existing stairway.
Materials and labor to install a replacement stairway. Please see attached photo for a likeness of the replacement stairway.

Availability: Materials ship in 3-4 weeks after receipt of an enterable order.
Total Net Price For Materials (FOB Shipping Point / Standard Ground Freight Not Included) With Labor And Supervision..... $9,930.00

Please note labor is computed for work to be performed during our standard work hours and work week with favorable weather conditions. Labor does not include overtime, evenings, weekends, or holidays unless noted. We require equipment to be offline while work is being performed unless noted. Handling, removal, and disposal of any hazardous material like asbestos is by others prior to our arrival on site. SYS-KOOL endeavors to meet and exceed customer expectations. However, sometimes facts are revealed after preparation of a quotation that may affect our pricing. Therefore, we reserve the right to review any customer supplied contracts, terms and conditions, insurance provisions; requests for work performed within specific dates and hours; requirements arising from customer emergencies such as equipment failures; safety measures requested above and beyond OSHA requirements; and all other special customer requirements (such as nomex suits, respirators, safety meetings and paperwork, confined space entry, fire watch, state or federal background checks of laborers, deliveries of materials or equipment off-site or coordinated with crane lifts, etc). Also, materials and/or labor pricing is based upon replacing items under "like normal

LABOR/ MATERIALS	- $34,887.00
BRIDGING	- $1,950.00
FREIGHT	- $1,200.00
BOND	- $1,200.00
	$39,237.00

conditions." Additional parts, components, or labor may be required once scope of the work begins. Such gross discoveries will be brought to the attention of the buyer and SYS-KOOL may require a change order to proceed. Quotation is valid for 30 days. SYS-KOOL terms and conditions apply. A written customer purchase order is required. Acceptance of a purchase order is subject to credit approval and review of any additional facts and customer requirements. SYS-KOOL may contact you prior to full acceptance of a purchase order to discuss. **All applicable taxes will be added.** Payment terms are net 30 days. Cancellation fees may apply if a customer's purchase order is terminated and SYS-KOOL has already entered orders to purchase materials.

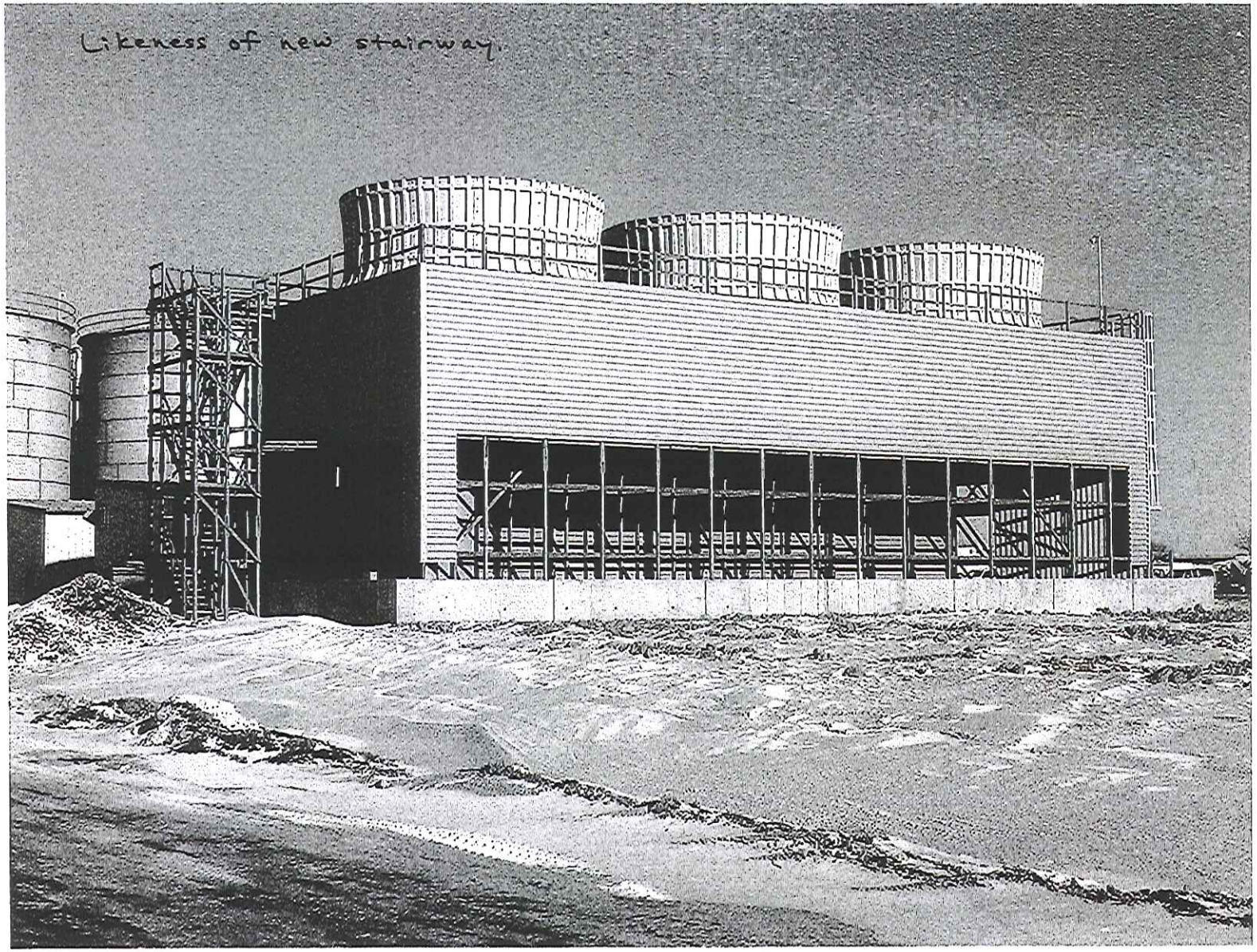
Please note the following apply to the pricing provided in this quotation:

By SYS-KOOL	By Others	N/A	
☐	☐	☐	Receiving, unloading, and storing new materials upon delivery in lay down vicinity of the cooling tower or fluid cooler.
☐	☐	☐	Hoisting new materials to the roof.
☐	☐	☐	Lowering old materials from the roof.
☐	☐	☐	Dumpster(s) for disposal of old materials.
☐	☐	☐	Removal of old materials off the premises.
☐	☐	☐	Crane or Lift Device to assist hoisting / lowering of materials, or to assist removal / installation of materials.
☐	☐	☐	Plywood for roof protection, if applicable to the job.

Please note we require customers to provide 4-6 weeks minimum notice for scheduling materials and labor. Price excludes any external piping, wiring, and items or labor specifically not listed in this quotation.

Any purchase order resulting from this quotation should be made out to:
SYS-KOOL, LLC
11313 South 146 Street
Omaha, NE 68138

Mark Ray
Reconstruction Specialist
Cell Phone 816-520-0421
Email mark@sys-kool.com


Likeness of new stairway.

SYSKLLC-01 BLAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Grace/Mayer Insurance Agency, Inc
Gallagher Grace Mayer
10050 Regency Circle, Suite 300
Omaha, NE 68114

CONTACT NAME:
PHONE (A/C, No, Ext): (402) 397-5050 FAX (A/C, No): (402) 397-6675
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Hartford Casualty Insurance Company	29424
INSURER C: Twin City Fire Insurance Company	29459
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sys-Kool, LLC
WEBCTAS, Inc.
11313 S. 146th Street
Omaha, NE 68138

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			91UUNIY7067	1/1/2013	1/1/2014	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			91UUNIY7067	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (PER ACCIDENT)	$	
								$	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			91RHUIY2069	1/1/2013	1/1/2014	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		91WEIN7801	1/1/2013	1/1/2014	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Leased/Rented Equip.			91MSNW7934	1/1/2013	1/1/2014	$100,000 Limit		
A	Leased/Rented Equip.			91MSNW7934	1/1/2013	1/1/2014	$1,000 Deductible		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

To Whom it May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Cooling Tower #4

Cooling Tower #4