

HARDEE COUNTY SCHOOL BOARD
AGENDA
SCHOOL BOARD MEETING ROOM
230 SOUTH FLORIDA AVENUE – WAUCHULA, FLORIDA
MONDAY, NOVEMBER 12, 2018
5:10 P.M.

DISTRICT VISION STATEMENT
“Empower and inspire all students for success”

EMERGENCY MEETING

CALL TO ORDER

INVOCATION AND FLAG SALUTE

ROLL CALL

15 - FACILITIES -

15.02 - Bids

Consider approval of contract for replacement of a 150 ton chiller at North Wauchula Elementary School

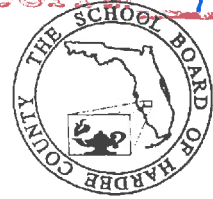
NOTICE

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-noticed meeting will need a record of the proceedings, and such purposes may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which an appeal may be based.

Prior to the School Board voting, the public is at liberty to speak in regards to the particular item on the floor. Comments not pertaining to the item will be heard under Public Comments.

*Please limit Public Comments to 3-5 minutes.

Hardee County Public Schools School Board Agenda Analysis



15.02

Author(s): Rob Krahl, Director of Educational Facilities

Date: November 13, 2018

Subject: Contract Approval to replace the 150 ton Chiller at North Wauchula Elementary School

Background Information: At the School Board meeting September 27, 2018 I asked and received permission to advertise for bids for the replacement of this Chiller. We advertised in the Herald Advocate on October 4, 2018 then conducted a pre bid meeting with two contractors, Johnson Controls and Air Mechanical on October 16, 2018.

Johnson Controls, who has been our HVAC maintenance contractor for 25 years, was the only response. When contacted Air Mechanical simply had the due date wrong.

Due to State Board of Education Rule 6A-1.012 when less than two responsive proposals for contract services are received by the district may negotiate best terms and conditions in lieu of resoliciting proposals. I contacted Johnson Controls and they agreed to reduce their original quote from \$114,317.00 to \$113,817.00, or an additional \$500.00 reduction. This is far below the estimated cost for this project.

I therefore ask that you approve this contract, which will allow for the procurement of the equipment, and a Spring Break installation.

Administrative Consideration (include F.S., Rule, Authority, etc.):

Primary reference: State Board Rule

Strategic Plan Goal Three: To provide, maintain, and improve facilities that directly affect student achievement and safety.

Fiscal Impact: \$113,817.00

Director of Finance signature: _____

Superintendent's Recommendation to School Board:

Recommend approval of accepting Johnson Controls' bid of \$113,817.00 to replace the chiller at North Wauchula Elementary School

Action Agenda

Consent Agenda

BOA TO ACTION

11/12/18

Approved

BID TABULATION
 NWES Chiller Bids
 11/05/18 2:00 P.M.

COMPANY	New Equip Cost	Labor	P & P BOND	Isolation Valves
JOHNSON CONTROLS	67,214.00	47,814.00	225.00	4,289.00
AIR MECHANICAL	NO BID	—	—	—

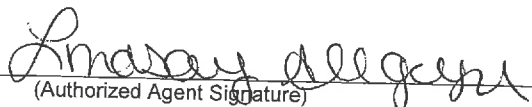
\$114,552.00

BIDS OPENED BY:
 TODD DURDEN
 ROB KRAHL
 BARBARA SPEARS

Todd Durden
Rob Krahl
Barbara Spears

Price Proposal Sheet

NORTH WAUCHULA ELEMENTARY SCHOOL CHILLER REPLACEMENT

Submitted By:	Johnson Controls, Inc.		
	(Company Name)		
	3802 Sugar Palm Drive, Tampa, FL 33619 866-866-0886		
	(Address) Number	(Phone Number)	(Fax)
11-5-18	Lindsay Allgeyer		
(Authorized Agent Name) (Date)	(Authorized Agent Signature)		

New Equipment Cost	<u>\$ 62,214.00</u>
Labor for Removal and Replacement 150 Ton Chiller	<u>\$ 47,814.00</u>
Add - Performance and Payment Bond	<u>\$ 275.00</u>
Add - Replacement of Isolation Valves	<u>\$ 4,289.00</u>

PAYMENT

The Hardee County School District (District) shall have the option of using the District's purchasing card (from Bank of America) to make purchases, partial payments and/or draws under the contract or purchase order. The District's purchasing card is similar to a credit card in that there will be a small fee which the contractor will be required to pay and the contractor will receive payment directly from the card issuer rather than the District. Any and all fees related to this type of payment are the responsibility of the contractor. In no case will the District allow increases in prices to offset credit card fees paid by the contractor or any other charges incurred by the contractor, unless specifically stated in the terms of the contract or purchase order.

Payment through the District purchasing card is a method of payment, not a method of contract award. Procedural requirements for awards of contracts and orders must still be followed.

*opened 11/5/18
2:00 PM
B. Spence
Todd*



Proposal

Tampa FL Common Branch
3802 SUGAR PALM DR
TAMPA, FL 33619-1312
Phone: 813-635-2276
Fax: 866-866-0886

TO: School Board of Hardee County
Educational Facilities Department, 1015
SR 66 Zolfo Springs, FL

Rob Krahl

Date: November 5, 2018
Project: N. Wauchula Chiller
Replacement
Proposal Ref: 001

We propose to furnish the materials and/or perform the work described below for the net price of:
\$110,303.00

For the above price this proposal includes:

Remove and Replace 150 Ton Carrier Chiller with 150 Ton York:

- Thank you for the opportunity to provide our proposal for the following bid:
- REMOVE AND REPLACE 150 TON CHILLER North Wauchula Elementary School
- Fabricate and install new condenser and chilled water piping from existing valves to the new chiller. New piping will be leak tested, then insulated with like materials and finishes of the existing piping. Provide and Install the required relief piping, valves and supports to run the relief line to the exterior of the building.
- Disconnect existing electrical
- Reroute conduit to new chiller electrical connection point.
- furnish and install new wiring to existing breaker, terminate wiring.
- Reuse existing breaker currently feeding chiller.
- Reroute existing controls conduit and cabling to new chiller control panel.
- Accommodate for existing breaker and new chiller. New breaker if required.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

Replace Valves: \$4,289.01

Replace both chilled water and condenser water isolation valves.

This proposal DOES NOT include:

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Johnson Controls, Inc.
3802 Sugar Palm Drive
Tampa, FL 33619

OWNER:

(Name, legal status and address)

School Board of Hardee County
1009 North 6th Avenue
Wauchula, FL 33873

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

175 Berkeley Street
Boston, MA 02116

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Remove and replace 200 ton chiller at North Wauchula Elementary School

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of November, 2018.



(Witness) Kristopher Pisano

Johnson Controls, Inc.

(Principal)

(Seal)

By:


(Title) Ashley Alexis

Attorney-in-Fact



(Witness) Bryan Caneschi

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:


(Title) Donna M Planeta

, Attorney-in-Fact



Johnson Controls
5757 N. Green Bay Avenue
Milwaukee, WI 53209
414-524-1200



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on October 25, 2016, hereby authorizes:

Ashley Alexis, Assistant Client Services Specialist
Willis of New York, Inc.
10 State House Square, Floor 11
Hartford, CT, 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 17 day of August 2018.

A handwritten signature in black ink, appearing to read "MRP", written over a horizontal line.

Michael R. Peterson, President

Attest:

A handwritten signature in black ink, appearing to read "M. Vandiepenbeeck", written over a horizontal line.

Marc E. L. Vandiepenbeeck, Treasurer

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donna M Planeta of the city of New York, state of NY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Johnson Controls, Inc.
Obligee Name: School Board of Hardee County
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



27 Years relevant experience
18 with Johnson Controls

Role & Responsibilities

- Project Manager
- Installation Resource allocation

Education

Several Johnson Controls management courses.

- Situational Leadership
- Leader Development
- Multi-Project Management
- Gov't. Contracting Project Management
- Journeyman Elec. since 1978

Austin Creel

Branch Installation Manager Tampa / Orlando

Mr. Austin Creel has a total of 18 non -consecutive years with Johnson Controls and a total of 27 years in the industry. He has progressively been promoted through the company from installation, to salesperson, to project management and ultimately branch manager. He successfully demonstrated his leadership abilities throughout his career.

Past Relevant Experience

All projects in the Tampa/ Orlando area.

Austin has the overall responsibility for providing support for all projects in the Tampa –Orlando area.

Employment

2007-present	Johnson Controls – Branch Installation Manager, 9 years
1989-1998	Johnson Controls, Inc., Various- installation, project mgt. 3 years
2005-2007	Carrier Commercial Services, Area Project Manager, 2 years
2003-2005	Tekplan Solutions, LLC, Tampa, Fl., Area Operations Mgr. (Invensys IFO)
2002-2003	Invensys Global Services, Southeast Region, Area Operations Manager (Invensys)
1998-2002	Invensys Building Systems Orlando, Fl., Operations Manager (INVENSYS)

Project Roles and Responsibilities

As the Branch Installation Manager for Tampa & Orlando area, Austin will provide the necessary resources to ensure coverage for HCPS.

Austin's responsibilities include:

- All projects throughout the area in Construction and Warranty
- Manpower Forecasting, Scheduling, Billings, Submittals and Engineering and Project Management of all projects
- Establishing and developing Electrical Subcontractors and their training
- Responsible for implementing training for installation team throughout the area