



REQUEST FOR BOARD ACTION

ITEM NO. 7.

DATE OF MEETING: June 21, 2010

REQUESTED BY: David Smith, Pender County Schools

SHORT TITLE: Resolution Authorizing Contract With and Purchase Order to Schneider Electric for Digital Data Controls at West Pender Middle School: \$24,290.

BACKGROUND: Of the \$56 million school bond referendum approved by voters on May 3, 2005, \$876,500 was initially allocated to this project. Pursuant to a Budget Ordinance Amendment on September 19, 2007, this allocation was reduced to \$500,000. To date, \$472,387 has been spent or committed to this project which is nearing completion.

At this time, the schools are requesting approval of a contract with and purchase order to Schneider Electric of Morrisville, NC, for installation of digital data controls used to manage room temperatures and diagnose heating and cooling equipment at West Pender Middle School. The schools recommend using this vendor as they currently have working controls at the schools.

The County and Schools have entered into the appropriate agreements to permit the County to pay the bills associated with this construction in order to recapture the sales taxes paid and realize a substantial savings.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to authorize a contract with and a purchase order to Schneider Electric in Morrisville, NC, as outlined above for installation of digital data controls at West Pender Middle School.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

PS
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

a contract with and purchase order to Schneider Electric of Morrisville, NC, in the amount of \$24,290 is authorized for installation of digital data controls at West Pender Middle School. The County Manager/Chairman shall have the authority to execute any/all documents necessary to implement this resolution.

63-406464 West Pender Middle School Renovations

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Tate ___ Blanchard ___ Brown ___ Rivenbark ___ Williams ___

Jimmy T. Tate, Chairman 06/21/2010
Date

ATTEST 06/21/2010
Date



PENDER COUNTY
S C H O O L S

Board of Education
Tom Roper, Chairman
Katherine Hering, Vice-Chairman
Karen Gonzales
Kenneth I. Lanier, Jr.
Karen Rouse

Allison Sholar
Superintendent

May 27, 2010

MEMO

To: Pender County Commissioners

From: Pender County Schools
David Smith

RE: DDC Controls for West Pender Middle School

A negotiated bid was received from Schneider Electric in Morrisville, NC for DDC Controls for West Pender Middle School. The bid was for \$24,290.00. They already have some controls at the school. If we chose to receive bids from other contractors the cost would be around \$65,000.00.

We recommend that Schneider Electric be awarded the contract.

925 Penderlea Highway • Burgaw, North Carolina 28425
Telephone (910) 259-2187 • Fax (910) 259-0133
www.pendercountyschools.net

Pender County Schools . . . the future in progress



QUOTATION NUMBER: Q201002-030405

DATE: 2-25-2010

To: David Smith
Pender County Schools
Director of Facilities

From: David O'Neal
Schneider Electric
2600 Perimeter Park Drive Suite 150 Morrisville NC
27560

Phone: 910-259-2187
Fax: 910-259-0132

Phone: 919-800-7275
Fax: 919-388-1888

Project: WEST PENDER MIDDLE SCHOOL

Location:

We propose to furnish and install a Schneider Electric DDC Building Management System for the above referenced project per narrative provided by David Smith

Base Bid, all for the net sum of: \$24,290.00

This Proposal Includes:

- Furnish labor to disconnect wiring and remove existing transformers and INET controllers
- Furnish labor fabricate 12x20 enclosure for INET controllers and required interface relays
- Furnish labor to install control enclosure above ceiling and wire the input and output terminals on the controller
- Furnish and install wire from the controller to the fan coils fan motor, chill water and hot water control valves. Control valves to be two position control valves
- Provide required programming for dual coil fan coils
- Provide labor for commissioning of fan coil controllers
- As built drawings

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Quality Management Document
Document ID CPT.10.1.09 Author LB rev SRS

This Proposal Excludes:

1. Test and Balance work
2. Overtime work (all work to be performed during normal business hours Mon-Fri)
3. Performance & payment bond
4. Final electrical terminations at equipment
5. Installation of control valves
6. Analog output control for control valves
7. All power wiring (line-side and load-side) and associated conduit
8. Starters and/or disconnects unless listed as included above
9. Installation of starters and disconnects
10. Heat tape controls and installation of same
11. Installation of in-line pipe or duct-mounted devices of any type
12. Provisions and installation of work outside the scope of this quote

Notes / Comments:

1. This quote is valid for 60 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues.
2. The fan coils must be purchased with two position control valves. The existing INET controllers are only capable of providing digital control

Please note: The "Standard Terms and Conditions of Sale" are part of this quotation.

Firm _____

Accepted By _____

Title _____

Date _____

By: _____

David O'Neal

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Standard Terms and Conditions of Sale

1. WARRANTY POLICY. SCHNEIDER ELECTRIC (Company) warrants to Purchaser that all tangible articles manufactured by Company will be free of defects in workmanship and material. Company's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects, if any, which appear during the first year from the date of beneficial use or occupancy, as applicable. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. Any claim must be made to Company in writing within twelve months after such date. This warranty is the sole and exclusive warranty given with respect to any articles delivered by Company AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY IS NOT RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This warranty is subject to proper installation of the articles (if installation is not performed by Company or authorized subcontractors of the Company) and maintenance of the articles in accordance with the specifications and directions supplied by Company. This warranty does not cover any defect, malfunction or failure caused by misuse, tampering, abuse, accident, Acts of God, defective associated equipment or use of the articles with equipment for which they were not intended. All of Company's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Company within thirty days of the date such payment is due.

2. DAMAGE OR LOSS. In the case of equipment not to be installed by or under supervision of Company, Company shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Company, Company shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Company, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Company, Purchaser agrees promptly to pay or reimburse to Company, in addition to or apart from any and all other sums due or to become due hereunder, an amount equal to the damage or loss which Company incurs as a result thereof.

3. DELAYS. If Company is delayed at any time in the progress of the work by any act or neglect of Purchaser, or by any separate contractor employed by Purchaser, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Company's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay. Where installation is performed by Company, its employees or agents, Purchaser shall afford these with unrestricted access to all work areas. Purchaser is to prepare all work areas so as to be acceptable for Company's work hereunder. Purchaser acknowledges that the contract sum is based upon Company being able to perform the work in an orderly and sequential manner, as it so determines. If Company's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Purchaser, other contractors on the site or project, or by any other party or by any act within the power and/or duty of Purchaser to control, then Purchaser agrees that it shall be liable to Company for all increased costs and damages which Company incurs as a result thereof.

4. LIMITATION OF LIABILITY. In no event shall Company be liable for any indirect, special or consequential loss or damages arising out of performance by either party of services hereunder, including, but not limited to, loss of use, loss of profit, or business interruption whether caused by negligence of Company, or otherwise, and Purchaser will indemnify and hold Company harmless of any such damages or liability.

5. TERMS OF PAYMENT. Absent contrary provision on the face hereof terms of payment are thirty days net from date of invoice; less any retained reserve which subsequently may be mutually agreed upon in writing. The aggregate amount of any such retained reserves shall be paid by Purchaser to Company within thirty days after the date of substantial completion. If Company provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Company, less said retained reserve, shall accrue interest from the date such payment may be due at a compounded per annum rate equal to the lesser of (a) the prime rate of interest as charged by Fleet Bank, Boston, plus 1% or (b) the maximum rate permitted by law. Acceptance and endorsement by Company of an instrument for less than the full amount which Company claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Company. If Purchaser does not pay Company through no fault of Company, within seven days from the time payment should be made, Company may, without prejudice to any other remedy it may have, upon seven additional days' written notice to Purchaser, stop its work until payment of the amount owing has been received. The contract sum shall, by appropriate adjustment, be increased by the amount of Company's reasonable costs of shutdown, delay and startup.

6. TERMINATION. If Company's work hereunder is stopped for a period of ten days through no fault of Company because Purchaser has not made payments as provided hereunder, then Company may, without prejudice to any other remedy it may have, upon seven additional days' written notice to Purchaser, terminate any contractual obligations hereunder and recover from Purchaser payment for all work executed hereunder and for any loss resulting from the stoppage of the work, including reasonable overhead, profit and damages. Except as provided in the immediately preceding sentence, if Purchaser shall be in violation of the terms of this agreement and shall have failed or been unable to remedy said violation within thirty days after receipt of written notice from Company with respect thereto, Company may, without prejudice to any other remedy it may have, terminate any contractual obligations hereunder upon written notice to Purchaser and recover from Purchaser payment for all work executed hereunder and for any loss resulting from such termination including reasonable overhead, profit and damages.

7. OVERTIME. The work to be performed hereunder shall be performed during Company's regular working hours. If for any reason Purchaser requests Company to perform any work hereunder outside of such regular working hours, any overtime or other additional expense occasioned thereby shall be billed to and paid by Purchaser.

8. CHANGES IN THE WORK. All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Company and approved by Purchaser. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, shall require a written change order submitted to Company by Purchaser. The cost or credit to Purchaser from performance of such change order shall be determined by prior written mutual agreement prior to the commencement of any work under such change order. Purchaser shall notify Company promptly in writing of any circumstances arising from the performance of the work herein described, which reasonably may be anticipated to result in a claim or backcharge to Company. On Company's receipt of such notification, Company shall have three working days in which to remedy such circumstances and to avoid the imposition of such claim or backcharge. Company shall not be liable for any claim or backcharge where Company has not been notified in the manner as set forth above.

9. ASSIGNMENT. Purchaser shall not assign any interest herein without the prior written consent of Company.

Schneider Electric | Buildings Business

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www.schneider-electric.com/buildings