

Vance County Board of Commissioners
Vance County Administration Building
122 Young Street, Suite B
Henderson, N.C. 27536

Jerry L. Ayscue
County Manager

Telephone (252) 738-2001
Fax (252) 738-2039



Kelly H. Grissom
Clerk to Board

Telephone (252) 738-2001

MEMORANDUM

To: Deborah F. Brown
Dan Brummitt
Terry E. Garrison
Archie B. Taylor, Jr.
Gordon Wilder
Eddie L. Wright

From: Kelly H. Grissom, Clerk to the Board *KG*

Date: June 14, 2013

Re: **Special Called Meeting**

This memorandum will serve as notice that Chairman Thomas S. Hester, Jr. has called a special meeting for Monday, June 17 at 6:00 p.m. in the Commissioners' Conference Room, Vance County Administration Building, 122 Young Street, Henderson, NC. The purpose of the special meeting is to address the following:

1. Southern Vance High School Chiller Replacement
2. Other items as needed

c: Chairman Thomas S. Hester, Jr.
Jonathan S. Care, County Attorney
David C. Beck, Finance Director

Kelly Grissom

Subject: FW: Emergency Chiller Replacement- Request to Utilize Capital Outlay Fund Balance
Attachments: Carrier Quote- Equipment.pdf; Carrier Quote- Installation.pdf; Gupton Services Quote- Installation.pdf

Importance: High

From: Graham, Steven [mailto:sgraham@vcs.k12.nc.us]
Sent: Wednesday, June 12, 2013 4:14 PM
To: jlayscue@vancecounty.org
Cc: David Beck; Woods, Claiborne; Gregory, Ronald
Subject: Emergency Chiller Replacement- Request to Utilize Capital Outlay Fund Balance
Importance: High

Good Afternoon Jerry:

To preface the details that follow, Chiller #4 at Southern Vance High School is deemed inoperable and is in need of immediate replacement under an emergency schedule due to the hot season and unit production schedule constraints. We are seeking approval from the Vance County Board of Commissioners for the appropriation of \$83,904.37 from the Vance County School's Capital Outlay fund balance to affect the needed work. The Vance County Board of Education approved for the use of this source of funds for this particular purpose at its board meeting held on Monday, June 10th.

In consultation with the Carrier Corporation, several tests conducted on the unit deemed it at 75% operating efficiency. It is using Freon at a rate of approximately 65# per two weeks (25% of its capacity) and at a rate of \$14.50 per pound. With the heads being warped, it would cost \$15,000 to replace them and the valve plates, as well as recharge the unit. By doing this, the added internal pressure would cause internal destruction due to piston ring and bearing wear. The normal useful life of a chiller is 20 years. SVHS is served by four chillers. Chiller #3 was replaced at 16 years, and Chiller #1, #2 and #4 are 23 year old units.

Being in the midst of the hot season and due to the unit production schedule constraints, time is short with this project and we feel that the carrying out of a formalized competitive bidding process would compromise our efforts to ensure the safety and health of building occupants in a timely manner. All of the current chiller equipment at SVHS is manufactured by Carrier Corporation. At this point in time, formal bid solicitation would require an engineer to come in and draw up specifications for other manufacturers to match those of Carrier. Due to its current business relations with Vance County Schools, Carrier Corporation can escalate the production of the desired replacement unit and have it delivered between July 24th and 31st, with installation to immediately follow.

Attached for your reference is an equipment quote from Carrier Corporation for the purchase of a 110 Ton Air-Cooled Rotary Scroll Chiller with a delivered price of \$58,929.37. Also attached is two quotes that were obtained (one from Gupton Services and one from Carrier Corporation) for the installation of the unit using Reliable controls. The lowest quote of \$24,975 was submitted by Carrier. The quote from Gupton Services came in at \$37,400. Those quotes have also been attached for your reference.

Thank you for your prompt attention to the approval of this request. We know that you recognize and understand the urgency with which we are working with regarding this matter. If you have any further questions or need any additional information, please feel free to contact us.



turn to the experts

Carrier Corporation
1711-A Corporation Parkway
Raleigh, NC 27604
(P) (919) 625-3496
(F) (860) 622-7331
www.commercial.carrier.com

EQUIPMENT QUOTATION

Job Name:	Vance Co Schools - 30GB100 replacement	Quote Date:	06/10/2013
Job Location:	Henderson, NC 27536	Quote Number:	LEB-13-029 Rev 3
Engineer:	(No Contact)	Addenda Reviewed:	
Attention:	Mr. Ricky Railey	Phone Number:	
Customer:	Vance County Schools	Fax Number:	
Address:		E-Mail Address:	

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
30RB110	1	30RBX11064-LDG-7	Air-Cooled Rotary Scroll Chiller 110 Tons Cooling 460-3-60 ♦ Freeze Protection ♦ Suction Line Insulation ♦ Low Ambient Head Pressure Control for proper operation in cold temperatures ♦ Minimum Load Control for low load operation ♦ Single Point Electrical Connection ♦ Coil Trim Panels + Security Grilles ♦ <u>BACnet Communications Card – Factory Installed and Programmed</u> ♦ Start up and first year labor warranty by Carrier CCS ♦ Parts and labor warranty on the complete unit, Years 2-5 ♦ <u>105.5 tons (actual)</u> ♦ <u>MCA – 224.1A</u> ♦ <u>MOCP – 250A</u>

Total Net Sell Price including sales tax: \$58,929.37

QUOTATION NOTES:

Note:

- 1st year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.

The following items are NOT included with the equipment identified above:

- Installation, rigging, carting.
- Equipment base/pad and anchor bolts.
- Any piping or accessories except as noted elsewhere in this proposal.
- Electrical work including power and control wiring except as noted elsewhere in this proposal.
- All instrumentation mounted in field piping.

SPECIAL NOTES:

1. Above price is firm and will remain in effect for 30 days.
2. No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
3. Compliance to local codes neither guaranteed nor implied.
4. All orders subject to credit acceptance by Carrier Management.
5. Equipment is manufactured under strict Carrier Corporation manufacturing standards and in compliance with the National Electric Code.
6. Carrier does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
7. Holiday or weekend work required on Carrier start-ups is not included in the above proposal unless otherwise noted.
8. Any work or material furnished at Carrier's expense, must have written authorization and approval from Carrier

prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

Sincerely,
Carrier Direct Sales

Lee Baker
Sales Engineer
Carrier Corporation
1711-A Corporation Parkway
Raleigh, NC 27604
Lee.Baker@carrier.utc.com
(919) 625-3496 - (DID)
(860) 622-7331 - (eFax)
(860) 622-7331 - (Office Fax)

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.

2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS- In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.

7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. WORKING HOURS- All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) – Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS- Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. LIMITATION OF LIABILITY- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

15. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

17. CARRIER TERMINATION – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

18. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

19. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

20. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

21. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

22. SUPERSEDE, ASSIGNMENT AND MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

23. CUSTOMER CONSENT- Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

24. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Accepted By: _____	Quote Date: 06/10/2013
Name: _____	Quote Number: LEB-13-029 – Rev 3
Title: _____	PO Number: _____
Company: _____	Job Name: Vance Co Schools - 30GB100 replacement
Date: _____	Total Sell Price (Excl Tax): _____



Address

Phone

Fax

E-mail jonathan.j.coats@carrier.uto.com

Contact Name

Account Name

SOUTHERN VANCE HIGH SCHOOL

Phone

Site Address

925 GARRETT RD
HENDERSON, NC, 275378198

Estimate Date 06/10/2013

Quote Number 00047297

Job Description Copy of Copy of Chiller Replacement

Scope of Work

Remove the existing Carrier 30GB-110. Install new Carrier 30RB110. Provide permits, crane, and unit removal from site. Included per scope sheet, 1- install 2 new butterfly valves, 2- clean chill water piping and add inhibitor, 3- disconnect existing wiring including heat trace, 4- owner to remove freon, 5- contractor to dispose of old chiller, 6- connect piping, electrical, controls, and new heat trace as required, 7- reuse existing pad, 8- install new insulation, 9- safety switch, flow and freeze protection included with new chiller, 10- start water flow and check operation, 11- provide water balancing and flow rate data, 12- reconnect electrical and provide new components needed to pass inspection, 13- pressure wash existing pad and install 3/4 anti-vibration pads, 14- DDC controls add for Carrier I-VUE 7,400.00 or Reliable controls 8,000.00. Total with Carrier I-VUE 24,375.00 or Reliable controls 24,975.00. All labor, material, and taxes are included.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost. Additional exclusions are noted below:

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$16,975.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Jonathan Coats

Carrier Commercial Service

Customer Acceptance (typed/printed name)

Customer Acceptance (signature)

Title

Date

Purchase Order

The attached Terms & Conditions file shall govern.

GUPTON SERVICES, Inc

134 Horner Street, Henderson, NC 27536

Phone 252-492-5131

Fax 252-492-5248

June 11, 2013

Vance County Schools
Attn: Ricky Railey
208 Welcome Ave.
Henderson, NC 27536

Quotation: Southern Vance Chiller Replacement

Replacement of Chiller will include:

1. Isolate existing chill water piping and install 2 new butterfly isolation valves.
2. Drain water, clean piping system with ECOLAB, supervision or equivalent, refill and add inhibitor.
3. Disconnect existing power and control wiring to include the electrical heat trace.
4. Owner to remove and claim freon from system.
5. Contractor to dispose of existing chiller.
6. Connect the new chiller to existing chill water piping, power wiring, control wiring and provide new heat tracing as required.
7. Re-use existing concrete pad.
8. Install new pipe insulation above ground.
9. Provide all safety controls, EG flow switch, freeze protection.
10. Start water flow and perform pre-start check.
11. Provide water flow balancing and flow rate data.
12. Installation of chiller to owner's electrical system to include any new and all electrical components.
13. Chiller pad to be pressure washed prior to placing chiller on 3/4 inch anti-vibration neoprene blocks under unit.
14. Provide DDC controls or equivalent to the current Reliable Controls used by the owner (Included in price below at \$8,000.00).

Price for Above: \$37,400.00



W. I. Gupton