

**AGENDA**  
**SPECIAL MEETING OF THE CAPE CORAL**  
**CHARTER SCHOOL GOVERNING BOARD**

**Thursday, July 13, 2017**  
**City of Cape Coral Charter School-**  
**Council Chambers**  
**9:00 AM**

**1. CALL TO ORDER:**

A. Chair Cosden

**2. MOMENT OF SILENCE:**

A. Chair Cosden

**3. PLEDGE OF ALLEGIANCE:**

A. Chair Cosden

**4. ROLL CALL:**

A. Boyer, Campbell, Cosden, Fisher, McMillan, Ross, Traiger, Winstead,  
Zivkovic

**5. New Business - Approval of Purchase Order over \$50,000 - Danielle Jensen**

**6. Discussion of the Top Ten Candidates for the Charter School Superintendent position**

**7. TIME AND DATE OF NEXT MEETING:**

A. The Regular Governing Board Meeting will be held on Tuesday, August 8, 2017 at 9:00 AM in Council Chambers

**8. ADJOURNMENT:**

A. Chair Cosden

Members of the audience who address the Board/Commission/Committee shall step up to the speaker's lectern and give his/her full name, address and whom he/she represents. Proper decorum shall be maintained at all time. Any audience member who is boisterous or disruptive in any manner to the conduct of this meeting shall be asked to leave or be escorted from the meeting room.

In accordance with the Americans with Disabilities Act and 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the Human Resources Department whose Office is located at Cape Coral City Hall, telephone 1-239-574-0530 for assistance; if hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8700 (v) for assistance. In accordance with Florida Statute 286.0105: any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

<b>Item Number:</b>	<b>1.A.</b>
<b>Meeting Date:</b>	<b>7/13/2017</b>
<b>Item Type:</b>	<b>Call to Order</b>

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Chair Cosden

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**Item Number: 2.A.**  
**Meeting Date: 7/13/2017**  
**Item Type: Moment of Silence**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Chair Cosden

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**Item Number: 3.A.**  
**Meeting Date: 7/13/2017**  
**Item Type: Pledge of Allegiance**

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Chair Cosden

**SUMMARY:**

**ADDITIONAL INFORMATION:**

<b>Item Number:</b>	<b>4.A.</b>
<b>Meeting Date:</b>	<b>7/13/2017</b>
<b>Item Type:</b>	<b>Roll Call</b>

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Boyer, Campbell, Cosden, Fisher, McMillan, Ross, Traiger, Winstead, Zivkovic

**SUMMARY:**

**ADDITIONAL INFORMATION:**

<b>Item Number:</b>	<b>5.</b>
<b>Meeting Date:</b>	<b>7/13/2017</b>
<b>Item Type:</b>	<b>Agenda Items</b>

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

New Business - Approval of Purchase Order over \$50,000 - Danielle Jensen

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
<input type="checkbox"/> Emergency CME Air Conditioner	Backup Material

# CITY OF CAPE CORAL EMERGENCY PURCHASE FACT SHEET

DATE: 7-12-17  
DEPARTMENT: Maintenance  
DIVISION: CME

REQUESTER: Vic Pachon  
REQUISITION #: \_\_\_\_\_  
AMOUNT: 69,360.00

## EQUIPMENT/FACILITY REQUIRING EMERGENCY ACTION:

Replace a 35 ton roof top unit that handles the admin, cafe & media area.

## DESCRIBE CONSEQUENCES IF NOT HANDLED AS AN EMERGENCY:

Based on the age & wear & tear on the machine it is recommended by Mark Ridemore that it be replaced not repaired. It is the summer & we need A.C. in the buildings.

## NAMES OF COMPANIES CONTACTED AND THEIR QUOTES:

COMPANY NAME	CONTACT	AMOUNT
1. <u>Trane</u>	<u>Mike Henson</u>	<u>\$ 69,360.00</u>
2. <u>B &amp; I</u>	<u>Rick Adolph</u>	<u>\$ 71,288.00</u>
3. <u>United Mechanical</u>	<u>Rick</u>	<u>74,816.00</u>

## REASON(S) FOR NOT OBTAINING QUOTES:

Obtained three quotes, but do not have time to go out for competitive bid since it is summer & the current A.C. is at a quarter of capacity. It will take 8 weeks to get an unit once ordered.

## SIGNATURES:

DEPARTMENT DIRECTOR: Paul Pesta DATE: 7-12-17

PROCUREMENT MANAGER: Danielle Jensen DATE: 7-12-17

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

In accordance with The City of Cape Coral Ordinance, Chapter 2, Article VII, Division 1, Sec. 2-144(d) "Emergency Purchases", The City Manager shall approve all emergency requisitions in excess of \$20,000.00. Any emergency purchases in excess of \$50,000 must be approved by the City Council either before or as soon as practicable after the purchase.

Notwithstanding any other provisions of this ordinance, the Procurement Manager may make, or authorize others to make, emergency purchases of supplies, services, or construction items **when there exists a threat to public health, welfare, or safety**; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances.

## FOR PROCUREMENT USE ONLY:

PURCHASE ORDER # \_\_\_\_\_

COUNCIL APPROVAL DATE: \_\_\_\_\_

## Danielle Jensen

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**From:** Victoria Bateman <vbateman@capecoral.net>  
**Sent:** Tuesday, July 11, 2017 5:12 PM  
**To:** Jacquelin Collins  
**Cc:** Gina Lanzilotta; Danielle Jensen  
**Subject:** Re: Christa rtu 3

I agree it's an emergency.

> On Jul 11, 2017, at 4:05 PM, Jacquelin Collins <[Jacquelin.Collins@capecharterschools.org](mailto:Jacquelin.Collins@capecharterschools.org)> wrote:

>

> Gina,

> The RTU 3 unit at CME needs to be an emergency purchase because the unit is only functioning at 20% and school will be starting in 4 weeks. It takes 6 to 8 weeks to have the unit built and shipped. Students cannot function academically with little to no air conditioning during the summer months. Please process immediately.

> Thank you,

> Jacque Collins

> -----Original Message-----

> From: Danielle Jensen

> Sent: Monday, July 10, 2017 3:44 PM

> To: Paul Pescatrice; Jacquelin Collins

> Cc: Sabrina Bendezu

> Subject: FW: Christa rtu 3

>

> Jacque, once we get the corrected quotes, we have to do an emergency repair form, since it is over \$50,000. Usually we would have to go to bid which takes months. I have the form ready to go but will need the final dollar amount. Gina said we need you to do a memo explaining why it is an emergency, i.e. AC issues, students, can't wait to do the bid process. We can get Vicki Bateman to sign, but then we also have to have the board approve it since it is over \$50,000.

>

> Can we add it to the Thursday meeting as a quick agenda item for approval? Just let me know if you will present it or want Paul or I to do it. Thanks.

>

> Danielle Jensen

> Director of Procurement and Food Services Cape Coral Charter School

> Authority

> 3507 Oasis Blvd.

> Cape Coral, FL 33914

> Phone: 239-945-1999 ext. 112

> Fax: 239-540-7677

> [Danielle.Jensen@capecharterschools.org](mailto:Danielle.Jensen@capecharterschools.org)

>

> Our Mission: Partnering for excellence.

> Our Vision: "The Dream, The Future"

> We believe that everyone can succeed and reach their dreams and personal visions.



>  
>  
>  
>  
>  
> -----Original Message-----  
> From: Paul Pescatrice  
> Sent: Monday, July 10, 2017 3:10 PM  
> To: Mark Ridenour  
> Cc: Jacquelin Collins; Hope E. Albury; Danielle Jensen  
> Subject: Re: Christa rtu 3  
>  
> Will do. Just wanted to make sure it was alright since you set up there coming out. Will make the call.  
>  
>  
>  
> Sent from my iPhone  
>  
>> On Jul 10, 2017, at 2:56 PM, Mark Ridenour <[mridenou@capecoral.net](mailto:mridenou@capecoral.net)> wrote:  
>>  
>> Paul,  
>> Sounds like we would get more apples to apples quote if you contacted them.  
>>  
>> Thanks,  
>> Mark  
>>  
>> -----Original Message-----  
>> From: Paul Pescatrice [<mailto:Paul.Pescatrice@capecharterschools.org>]  
>> Sent: Monday, July 10, 2017 2:44 PM  
>> To: Mark Ridenour <[mridenou@capecoral.net](mailto:mridenou@capecoral.net)>; Jacquelin Collins  
>> <[Jacquelin.Collins@capecharterschools.org](mailto:Jacquelin.Collins@capecharterschools.org)>; Hope E. Albury  
>> <[halbury@capecoral.net](mailto:halbury@capecoral.net)>; Danielle Jensen  
>> <[Danielle.Jensen@capecharterschools.org](mailto:Danielle.Jensen@capecharterschools.org)>  
>> Subject: Christa rtu 3  
>>  
>> Mark, We finally have had United mechanical out to look at the RTU3  
>> at Christa. We have told them to make sure a bid is also put in to  
>> cover after hrs install since it sounds like the unit could be as  
>> much as 8 weeks out. This obviously would need to be done over a sat/  
>> sun. As well as to include a complete installation price as B and I  
>> did to include controls, fire, and electrical hookup. We need to have  
>> Trane bid the same way. Do you want me to contact them or do you want to.  
>> Thanks Paul  
>>  
>> Sent from my iPhone

## Danielle Jensen

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**From:** Mark Ridenour <mridenou@capecoral.net>  
**Sent:** Tuesday, June 20, 2017 1:02 PM  
**To:** Paul Pescatrice; Jacquelin Collins; MaryAnne Moniz; Kelley Fernandez; Paul Clinghan; Victoria Bateman; Danielle Jensen  
**Cc:** Kim Rotondo; Kevin R. Gavin; Hope E. Albury; Maintenance Team  
**Subject:** RE: Cme A/C  
**Attachments:** FW: City of Cape Coral- Christy McAuliffe Charter School

All,

Attached is the quote from Tampa Bay Trane to replace the 35ton Rooftop unit at McAuliffe Elementary. The estimate of 65K is a much lower cost than we anticipated. Again, knowing the age and condition of the existing unit and the expected short life span of other existing a/c unit components, I would at this point recommend replacement rather than making temporary repairs. We are at the ideal time of year to complete the replacement and hopefully funds would be available to move forward with the replacement now.

This unit and service can also be purchased through US Communities contract.

Thank you,  
Mark

-----Original Message-----

**From:** Mark Ridenour  
**Sent:** Wednesday, June 14, 2017 9:42 AM  
**To:** 'Paul Pescatrice' <Paul.Pescatrice@capecharterschools.org>  
**Cc:** Kim Rotondo <krotondo@capecoral.net>; Kevin R. Gavin <kgavin@capecoral.net>; Hope E. Albury <halbury@capecoral.net>; Danielle Jensen <Danielle.Jensen@capecharterschools.org>; Jacquelin Collins <Jacquelin.Collins@capecharterschools.org>; Maintenance Team <MaintenanceTeam@capecharterschools.org>; Kelley Fernandez <kfernand@capecoral.net>; Paul Clinghan <pclingha@capecoral.net>; MaryAnne Moniz <MaryAnne.Moniz@capecharterschools.org>  
**Subject:** RE: Cme A/C

Paul,  
Based on our staff findings, this unit is 12 years old and as stated yesterday, I hate to put any money into a unit this old. However, I highly doubt that funding is available to replace the entire unit at this time. We have asked Tampa Bay Trane to give us an estimate to replace the unit but we will likely not see the quote until at least Friday morning. Perhaps you could also get a cost estimate from B&I to replace entire unit? I would expect the quotes to be in the 100K range and if so that would likely be the deciding factor in whether to repair or replace. If sufficient funds are not available, we go through with the repair. We just need to remind everyone that there are other critical components on this unit that could fail at any time in the very near future. The remaining two compressors are in very poor shape and will need to work much harder now with the loss of the other two compressors. That will be another large expense to deal with. A total loss of the unit during the school year would likely result in a minimum of 4 to 6 weeks without air as a replacement would need to be custom built.

Mark

-----Original Message-----

From: Paul Pescatrice [mailto:Paul.Pescatrice@capecharterschools.org]

Sent: Wednesday, June 14, 2017 9:10 AM

To: Mark Ridenour <mridenou@capecoral.net>

Cc: Kim Rotondo <krotondo@capecoral.net>; Kevin R. Gavin <kgavin@capecoral.net>; Hope E. Albury <halbury@capecoral.net>; Danielle Jensen <Danielle.Jensen@capecharterschools.org>; Jacquelin Collins <Jacquelin.Collins@capecharterschools.org>; Maintenance Team <MaintenanceTeam@capecharterschools.org>; Kelley Fernandez <kfernand@capecoral.net>; Paul Clinghan <pclingha@capecoral.net>; MaryAnne Moniz <MaryAnne.Moniz@capecharterschools.org>  
Subject: Re: Cme A/C

I just met with your A/C guys and they are supposed to give you a report. I have contacted B and I and they believe it is a 30 ton unit. Rick says they do still make a replacement unit that matches the foot print of the existing unit. Need to be advised what our next step is. We have a PO ready if we go with the repair.

Sent from my iPhone

> On Jun 13, 2017, at 4:04 PM, Mark Ridenour <mridenou@capecoral.net> wrote:

>

> Paul,

> Without more specific details I can only assume this is one of the 50 ton RTU's that is almost 12 years old. I understand the urgency to get the unit repaired for summer camp but I do not recommend spending a large sum of money on repairing a unit that should have already been replaced. Whatever the repair cost is will be wasted as the entire unit needs to be replaced asap.

>

> Please provide more detail such as exact unit size and location, what area it controls, number of needed classrooms affected, repair estimate and then we can look at other options such as relocating camp, temporary a/c units, and hopefully an entire unit replacement?

>

> Thank you,

> Mark

>

> -----Original Message-----

> From: Paul Pescatrice [mailto:Paul.Pescatrice@capecharterschools.org]

> Sent: Tuesday, June 13, 2017 3:03 PM

> To: Mark Ridenour <mridenou@capecoral.net>; Kim Rotondo <krotondo@capecoral.net>; Kevin R. Gavin <kgavin@capecoral.net>; Hope E. Albury <halbury@capecoral.net>; Danielle Jensen <Danielle.Jensen@capecharterschools.org>; Jacquelin Collins <Jacquelin.Collins@capecharterschools.org>; Maintenance Team <MaintenanceTeam@capecharterschools.org>  
> Subject: Cme A/C

>

> We had an A/C failure at Christa admin building. We called B and I in to look at the compressors. They determined that we lost the both. The building is occupied with parks and Rec for the summer and need the repair asap. Need Facilities approval for this as an emergency repair. We have filled out the emergency request form. Please let us know asap. Thanks Paul

>

> Sent from my iPhone

# Southwest Florida Trane



**TRANE**

Building Services

6461 Topaz Court  
Fort Myers, FL 33966  
813-877-8251  
800-966-8251 Toll Free  
813 877-8252 Service Dispatch  
800-966-8252 Toll Free Service Dispatch  
813 877-8257 Fax  
www.tampabaytrane.com

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## Christy McAuliffe Charter School- 35 ton Trane brand rooftop system replacement

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Date:  
July 12th, 2017

Submitted By:  
Mike Henson

Prepared For:  
City of Cape Coral  
1105 Southeast 9<sup>th</sup> Ave  
Cape Coral, FL 33990

Attention:  
Paul Pescatrice  
Facilities Manager

Service Location:  
Christy McAuliffe Charter Elementary  
2817 SW 3<sup>rd</sup> Lane  
Cape Coral, FL 33991

**PROPOSAL**

This proposal, dated 7/12/2017, declares that Tampa Bay Trane, herein referred to as "TBT", agrees to furnish services described in accordance with the "General Terms and Conditions" and all other specifications provided as a part of this agreement. Further, this agreement shall become effective only upon acceptance by CUSTOMER and approval by TBT.

**1) SUMMARY CONTRACTING SERVICES:**

Tampa Bay Trane shall provide the equipment, labor, parts and materials to install a new system for the front office areas replacing existing McQuay brand rooftop package unit.

**2) EQUIPMENT****Trane "TCD-Voyager Series" 35 ton package unit (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
RTU# 1	35 Ton Voyager Series	1	35 ton rooftop commercial package system	TCD420B40-0B3FCB-BC—JB0-00—000- 0000X—*

**Product Data:**

**Item: A1 Qty: 1 Tag(s): RTU-1**

Dx Cooling Only  
Down flow Supply and Up flow Return  
35 ton 60 Hertz  
460 Volt 60 Hertz 3 Phase  
Cooling Only Unit  
2" MERV 8 High Efficiency, Throwaway Filters  
15 Hp Supply Motor  
790/658 (60/50 hz) Supply Fan Drive  
0-100% Economizer, Dry Bulb Control  
VAV - discharge temp control with VFD with bypass with motor shaft grounding  
Thru-The-Base Electrical Provision  
Non-Fused Disconnect Switch  
Condenser coil guards  
BACnet  
Standard efficiency unit  
2nd-5th Year Replacement Compressor Warranty  
Year 1 Labor Warranty Whole Unit  
1st Year Refrigerant Warranty

**3) SCOPE OF WORK DETAILED**

- Furnish and Install one new Trane brand 35 ton "**TCD-Voyager Series**" package unit.
- Job will be performed during regular business hours, Monday thru Friday, 8AM to 5PM.
- Recover all R-22 refrigerants from system (EPA standards).
- Remove and discard existing unit from premises using crane services.
- Disconnect existing electrical from existing system/roof.

- ***Furnish and install new rooftop curb adaptor to transition the existing curb to new Trane package unit.***
- Mount and secure new package unit in place using code approved strapping materials.
- Furnish and install electrical hookup (connection) from existing package unit to new package system.
- Tie in existing building controls and building electrical done by others.
- Connect existing condensate and exterior (supply and return) ducting to new system using metal angle, mastic, ductboard, insulation liner and sealing materials.
- Fire panel company will provide disconnect of fire control wiring to existing HVAC system.
- Start-up equipment and make proper adjustment for optimal operation.
- All applicable permits and job cleanup is/are included.
- **Job will be performed during overtime hours (weekend work)**
- **Lead time on the equipment is approximately 6-7 weeks as of 7/12/17.**

**4) This proposal does not include (Exclusions):**

- Anything not listed in our scope of work above

**5) PROPOSAL PRICE:** Customer agrees to pay **\$69,360.00** to TBT as consideration (the "Contract Price") for the Contracting Services outlined in this proposal.

**Please make Purchase Order payable to "Tampa Bay Trane"**

**Respectfully submitted,**

**Mike Henson  
Tampa Bay Trane  
902 N. Himes Ave.  
Tampa, Fl. 33609  
813-877-8251  
Fax: 813-877-8257  
Cell: 813-992-3540  
mike.henson@trane.com**

**CUSTOMER ACCEPTANCE**

This proposal and the "General Terms and Conditions" on the next page(s) are hereby accepted:

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Authorized Representative

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Company

---

Title

---

Acceptance Date

**TAMPA BAY TRANE ACCEPTANCE**

Proposal valid through 8/12/2017

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**Mike Henson**

Authorized Representative

**Tampa Bay System Sales, Inc.  
dba / Tampa Bay Trane**

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Company

---

**Senior Account Manager**

Title

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Acceptance Date

**General Terms and Conditions****Contracting – Controls and Turnkey Agreements**

R.09 EFF 11/15/2006

The following "Terms and Conditions" are attached to and made a part of the TBT proposal for Contracting Services for either Turnkey work or Controls applications the named Customer and TBT. The combination shall constitute the Complete Agreement between the parties.

1. **Acceptance.** A proposal made upon these terms is subject to acceptance within 30 (thirty) days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by TBT without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgement of such order, subject to credit approval. If your order is not such an acceptance, then this document is TBT's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of Sale. If we do not hear from you within two weeks from the date hereof, TBT shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by TBT on this order will in any event constitute an acceptance by Customer of these terms and conditions.
2. **Contract Price & Taxes.** The Contract Price includes standard ground transportation and, if required by law, includes all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by TBT. Equipment sold on an uninstalled basis and any taxable labor does not include sales tax and applicable taxes will be added.
3. **Exclusions from Work.** TBT's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).
4. **Construction Procedures.** TBT shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.
5. **Payment Terms.** Customer shall pay TBT's invoices within net (30) days of invoice date. TBT may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by TBT in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, TBT may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to TBT for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by TBT in attempting to collect amounts due and otherwise enforcing these terms and conditions.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of TBT all dates provided by TBT or its representatives for commencement, progress or completion, are estimates only. While TBT shall use commercially reasonable efforts to meet such estimated dates, TBT shall not be responsible for any damages for its failure to do so.
7. **Access.** TBT and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by TBT and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization and storage. TBT access to correct any emergency condition shall not be restricted.
8. **Permits and Government Fees.** TBT shall secure (with Customers assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from TBT contractors are received.

negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

9. **Utilities during Construction.** TBT shall be provided without charge all water, heat, and utilities during performance of the Work.

10. **Concealed or Unknown Conditions.** In the performance of the Work, if TBT encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, TBT shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in TBT's cost of, or time required for, performance of any part of the Work, TBT shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

11. **Asbestos and Hazardous Materials.** TBT's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (PCB)), or other hazardous material (hereinafter, collectively, "Hazardous Materials"). Customers warrants and represents that, except as set forth in a writing signed by TBT, there are no Hazardous Materials on the Premises that will in any way affect TBT's work and Customer has disclosed to TBT the existence and location of any Hazardous Materials in all areas within which TBT will be performing the Work. Should TBT become aware of or suspect the presence of Hazardous Materials, TBT may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by TBT. TBT shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall TBT be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency or to examine the Premises for the presence of Hazardous Materials.

12. **Conditions beyond Control of Parties.** If TBT shall be unable to carry out any material obligation under this Agreement due to events beyond its control such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fire, or explosions, this Agreement shall be at TBT's discretion (i) remain in effect but TBT's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay TBT for all parts of the Work furnished to the date of termination.

13. **Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give TBT the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to TBT for all Work furnished to date and all damages sustained by TBT (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefore; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

14. **Indemnification.** TBT and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES, IN NO EVENT SHALL TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

15. **Workmanship and Equipment Warranty.** TBT warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), TBT equipment installed hereunder and Work shall be free from defects in material, manufacture, and workmanship. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. TBT will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to TBT until said Work has been paid for in full and then said liability shall be limited to TBT's cost to correct the defective Work. Equipment and/or parts that have such warranties as may be extended by the respective manufacturer, warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by TBT, improper operation, or normal wear and tear under normal usage. TBT shall not be obligated to pay for the cost of lost refrigerant. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES, NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

16. **Applicable Law.** Except as provided below, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed. Any dispute arising under or relating to this agreement, which is not disposed of, by agreement shall be decided by litigation in a court of competent jurisdiction located in the state in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contracts appeals of the Federal Government, provided, however, that if there is no applicable Federal Government contract law, this Agreement shall be governed, construed, interpreted and enforced in accordance with the governing law as set out in the contract with Trane's customer.

17. **Assignment.** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of TBT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

18. **Complete Agreement.** This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent TBT is a signatory thereon.

19. **Price Increases.** Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date, but within eight months of order receipt dates, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price period up to the date of receipt of



**Tampa Bay Trane**



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such release. If such release is not received within eight months after date of order receipt, the prices are subject to renegotiation, or at Trane's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

Tampa Bay Systems Sales, Inc. DBA/Tampa Bay Trane & Southwest Florida Trane  
R.09 EFF 11/15/2006



<b>Service Site:</b>	Christa McAuliffe Charter	<b>Contact:</b>	Paul Pescatrice
<b>Site Address:</b>	2817 SW 3rd Ln	<b>Phone:</b>	(239) 699-4178
	Cape Coral, FL 33991 US		
<b>Customer:</b>	Cape Coral Charter Schools		

## Work Scope: Christa McAuliffe RTU-3 Replacement

B&I is pleased to propose replacement Rooftop Unit 3 (RTU-3) which handles the Administration Area. This is a turnkey project which includes the complete replacement and startup of a Daikin RPS035D. Selected RTU is 460/60/3 with phase protection, single throw the door disconnect switch, Factory mounted Inverter with by-pass to maintain desired supply duct pressure. System will be set up for desired discharge air temperature and BACNet MSTP communication card is compatible with Building Automation Controls. This is a R-410A system with (4) Scroll compressors which are able to load/unload in 25% increments. Both circuits have hot-gas bypass on lead compressor for capacity control. Condenser coils are Aluminum tube Micro-Channel with Electro-fin Coating, liquid line driers are replaceable and compressors have isolation service valves. Outside air is introduced through a motorized damper (0-30%) which will be set for proper Building pressurization during occupied conditions.

Warranty: (1) year parts / (4) year (5) Total for Compressor

### Scope of Work:

B&I will have new RTU drop/shipped to our Crane Yard for inspection and storage. Schedule will be confirmed as to include (2) days. On day (1) refrigerant will be recovered, high voltage, building automation, fire shut down, lightning protection and drains will be disconnected and set aside. Old RTU will be lifted to the ground and transported for proper disposal, (4) new 3/4 "I-Bolts" will be bolted through curb and weather stripping will be applied before setting new RTU into place. Line voltage, convenience outlet (115V), control circuit (Bldg Automation), fire shut down, drain. (4) new 1/4" cable hurricane restraints and lightning protection will all be tied back into existing. Power will be applied to new RTU, complete pre-startup checklist, work area will be cleaned and Factory startup is scheduled for the following day. With RTU back in service an instruction to owner will be done.

Above quote is based on work being performed during normal business hours. An add totaling \$2,788.00 would be applied to reflect all overtime charges should job be scheduled for a Saturday.

Signature: \_\_\_\_\_

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

Flat Price

Title \_\_\_\_\_

PO#: \_\_\_\_\_

Price Total: **\$68,500**

Acceptance of proposal- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined on the last page of the proposal.

Broward County  
954.726.2744

Lee County  
239.332.4646

Manatee County  
941.727.3437

bandiflorida.com



**TERMS & CONDITIONS OF PROPOSAL**

1. Acceptance of this proposal by the party to who it is submitted, ("Owner"), shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing B & I Contractors, Inc. ("CONTRACTOR") to commence work or preparation for work will constitute acceptance by Owner of the proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change if not accepted within thirty (30) days of submission.
2. *Contractor shall be paid 100% of amounts due upon completion in the absence of terms agreed to in advance by the contractor. Sales of materials are payable in cash on delivery of goods.*
3. *Contractor may allow for terms of 10, 15 or 30 day payment terms if selected in writing in advance of any work or purchase of materials included in the acceptance of the proposal.*
4. No back charges or claim of the Owner for services shall be valid except by the agreement in writing by Contractor before work is performed.
5. *All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum legal rate permitted by law whichever is more; and all costs of collection, including a reasonable attorney's fee, shall be paid by Owner. The parties agree that all actions or proceedings arising in connection with this proposal shall be tried and litigated only in the state court located in the County of Lee, State of Florida and the Owner expressly waives all rights to a jury trial.*
6. If the owner fails to make payment to Contractor as herein provided, then Contractor may stop work without prejudice to any other remedy it may have.
7. Owner is to prepare all work areas so they are acceptable for Contractor's work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work until job completion. The Owner represents and warrants that it shall coordinate the work and performance of its own forces and any other contract on the site or related to Contractor's work so as not to delay, hinder or interfere with Contractor's performance thereof, and so as not to create additional costs to Contractor. If the work of Contractor is delayed, interfered, suspended or otherwise interrupted by Owner, Owner's architect or by any person or act within the power of Owner to control, then Owner shall be liable to Contractor for any increased or extended costs.
8. After acceptance of the Proposal as provided, Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Contractor shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, architect, or engineers; armed conflict or economic dislocation resulting there from; embargoes, shortages of labor, equipment or materials production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God.
9. All workmanship and materials are guaranteed against defects for a period of one year from the date of installation, except those items carrying a manufacturer's warranty which are warranted to the extent of the manufacturer's warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Contractor will not be responsible for special, incidental, or consequential damages. Contractor shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage will be considered as an order for extra work and in no event shall Seller be liable for damages exceeding the purchase price to be paid to Seller hereunder.
10. Owner or Owner's architect shall advise Contractor in writing of any defect or deficiency in the work at the time same are observed. After completion of the work called for by this contract, Owner shall provide a written list of any construction defects or deficiencies to Contractor within fifteen (15) days of receipt of notice of completion from Contractor. Contractor shall remedy those deficiencies within fifteen (15) days unless a longer time is reasonably necessary.
11. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
12. The Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in the proposal and no liquidated damages may be assessed against Contractor for delays or causes attributed to other contractors or arising outside of the scope of this Proposal.
13. We specifically exclude lead based paint testing, analysis, disposal, containment and/or mitigation.

Initials: \_\_\_\_\_

Broward County  
954.726.2744

Lee County  
239.332.4646

Manatee County  
941.727.3437

bandiflorida.com



8170 Mainline Pkwy Ft Myers, FL 33912

Estimate  
Job  
Estimate Date 7/13/2017  
Completed Date  
Customer PO

**Billing Address**  
Christa Mcauliffe Elementary School  
2817 SW 3rd Lane  
Cape Coral, FL 33991 USA

**Job Address**  
Christa Mcauliffe Elementary  
School  
2817 SW 3rd Lane  
Cape Coral, FL 33991 USA

#### Estimate Details

#### Replace RTU #3

Task #	Description	Quantity	Your Price	Your Total
1	<p>Quote to replace RTU#3. 38_Ton Roof Top Packaged United. Replacement unit to install on to existing roof curb.</p> <ul style="list-style-type: none"><li>- Disconnect existing electrical, Condensate drain lines, and control wiring from roof top unit.</li><li>- Disconnect all hurricane hold downs and duct work connections from the unit.</li><li>- Remove existing roof top unit from roof support safely and install new roof top unit.</li><li>- Reconnect electrical service, control wiring, and condensate piping to new unit.</li><li>- Modify return and supply sheet metal duct work to the new roof top unit.</li><li>- Startup will be performed on the rolling day after installation.</li><li>- This quote includes disposal of the existing roof top unit.</li><li>- Schedule will be remove existing unit and install new unit on a Friday afternoon. As to minimize the impact to the schools normal operation.</li><li>- Modifications if needed and start up will be on Saturday.</li><li>- Building access will be needed during installation and start up are complete.</li><li>- Evaporator and condenser coatings are included.</li><li>- Includes permit and fees.</li><li>- Includes controls/fire monitoring removal and re-installation by ESSl.</li></ul> <p>Note: Equipment will be billed separately and due (30 days NET) upon delivery to either the job site or United Mechanical Inc's warehouse whichever is pre-determined.</p> <p>We exclude the following items: Roofing, painting, patching, concrete slabs and supports, concrete cutting and patching, asphalt cutting and patching, plumbing, ceiling and electrical work including disconnect switches and starters unless specified to be furnished by the equipment manufacturers and fire alarm including provision of duct smoke detectors (we install only).</p>	1.00	\$74,816.00	\$74,816.00

<b>Member Price</b>	\$74,816.00
<b>Potential Savings</b>	\$0.00
<b>Sub-Total</b>	\$74,816.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$74,816.00

Thank you for choosing United Mechanical.

I hereby authorize United Mechanical to complete the above work.

I hereby acknowledge that the above work was completed in a satisfactory manner.

## **DAIKIN APPLIED MODEL RPS035D DAIKIN APPLIED PACKAGE ROOFTOP U**

Tags: RTU-3

- Exact performance replacements for existing  
M# RPS036CLY  
S# FBOU06040128702  
P# C9793622030
- Double wall insulated cabinet with solid sheet metal underliners
- 2" Merv 8 Filters in angled Rack
- 5 row /12 FPI Dx coil
- Stainless Steel Drain pan
- 24" Centrifugal AF fan with premium eff 7.5 HP motor
- Unit Mounted Disconnect Switch w/Single Point power supply for Fan and Compressor
- **Electrofin Coated condenser coil**
- Replaceable core dryers, Refrigeration service valves
- VAV Discharge Air Control
- VFD with Bypass
- GFI outlet
- BACNET MS/TP Card
- 4 stages of unloading
- 5 Year Compressor parts warranty
- Start up
- 8 to 10 week lead time

<b>Item Number:</b> 6.
<b>Meeting Date:</b> 7/13/2017
<b>Item Type:</b> Agenda Items

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Discussion of the Top Ten Candidates for the Charter School Superintendent position

**SUMMARY:**

**ADDITIONAL INFORMATION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Top Superintendent Candidates	Backup Material

## **SUPERINTENDENT HIRING PROCESS**

*Note: since Jacque Collins is one of the applicants, she cannot be involved in any of the below steps, aside from attending public meetings (which anybody is free to attend).*

1. Open job posting for Superintendent position (done as of May 17).
2. Top 5 to 7 applicants provided by each Board member to H.R. no later than July 6.
3. At special meeting scheduled for July 13, the Board will vote on which applicants (if any) move forward to Skype interviews. Board also votes on whether to re-open position or keep closed. It is possible that we decide not to move forward with any applicants, and if that is the case, we re-open the job posting.
4. If candidate(s) selected, conduct Skype interviews. Each applicant will be asked the same set of questions. A special panel conducts these interviews. Suggested panel consists of one board member (due to Sunshine Law), one principal, Lisa Sonego, and Vicki McAtee, but composition of panel is to be determined by the Board at 7/13 meeting.
5. During Skype interviews, some candidates will deselect themselves or certain deficiencies will become apparent to panel. The remaining candidates will be invited to Cape Coral for in-person interview.

## **IN-PERSON INTERVIEWS**

Board will choose best date. This will be an intensive process, so we all need to clear at least one full day. Best to do while our schools are in session, so the candidate can get a feel for the atmosphere.

Top choices:

Thursday, August 24<sup>th</sup> through Saturday, August 26<sup>th</sup>

Thursday, September 7<sup>th</sup> through Saturday, September 9<sup>th</sup>

Day 1:

Candidates arrive by late afternoon

Evening informal "Meet and Greet" with stakeholders (parents, students, teachers, community) with light refreshments

Overnight at hotel

Day 2:

Board-selected teams of 1 teacher/1 principal to have breakfast and lunch with candidates (this depends on how many finalists we have)

School tours led by principal/teacher teams

“Speed date” Board members – sit down for 10-20 minutes with each Board member for an informal “getting to know you” session

Explore Cape Coral (either with Board member or on their own), dinner on their own

Overnight at hotel

Day 3:

AM special Board meeting. This would be either at the school (in the cafeteria?) or the Green Room, but preferably not in Council Chambers.

Conduct interviews with each candidate while others are sequestered – must ask each candidate the same questions. Work from a matrix (the City has one that we can use, or we can create our own)

Final selection vote by Board. The answer could VERY WELL be that we don’t like any of them, and we start over.

If we choose someone that day, we also need to vote on salary and contract terms. We will have options ready from Legal. We could use Nelson’s as a template, or we could start from scratch....

If job offered to finalist, it is tentative dependent on background check and reference check.

#### **INTERVIEW QUESTIONS (for use during Skype interview and in-person interview)**







Item Number:	7.A.
Meeting Date:	7/13/2017
Item Type:	Date and Time of Next Meeting:

**AGENDA REQUEST  
FORM**  
CITY OF CAPE CORAL



**TITLE:**

The Regular Governing Board Meeting will be held on Tuesday, August 8, 2017 at 9:00 AM in Council Chambers

**SUMMARY:**

**ADDITIONAL INFORMATION:**

<b>Item Number:</b>	<b>8.A.</b>
<b>Meeting Date:</b>	<b>7/13/2017</b>
<b>Item Type:</b>	<b>Adjournment</b>

**AGENDA REQUEST FORM**  
CITY OF CAPE CORAL



**TITLE:**

Chair Cosden

**SUMMARY:**

**ADDITIONAL INFORMATION:**