



BOARD OF COUNTY COMMISSIONERS

DATE: June 18, 2013
AGENDA ITEM NO. 13

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature: 

Subject:

Non-Competitive Purchase: Energy Reduction Project & DDC Controls Upgrade – 315 Court Street
Project No.: 000857A & 000885A
Bid No.: 123-0149-N(Df)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE NON-COMPETITIVE PURCHASE FOR THE ENERGY REDUCTION PROJECT AND DDC CONTROLS UPGRADE - 315 COURT STREET, TO AUTOMATED BUILDING CONTROLS SYSTEMS, INC. (ABC SYSTEMS), TAMPA, FLORIDA.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENTS BY THE FIRM, THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

The Real Estate Management Department is requesting approval of a non-competitive purchase to supply all labor and materials for installation of a new Heating, Ventilation and Air Conditioning (HVAC) Energy Management System at 315 Court Street.

The scope of services includes installation of a web-based energy management system to control all the air handling units and variable air volume boxes in the building. The existing controls are at the end of their useful economic life. The new controls will increase operational efficiencies by providing for surveillance supporting preventive and predictive maintenance activities and energy savings through advanced technology and increased performance parameters. The new system will be integrated into the existing countywide energy management system, which is predominantly Kreuter Manufacturing Corporation (KMC) controls. ABC Systems is the representative for KMC and its manufacturing representative agreement with KMC includes a protective territory clause for Central Florida.

The Real Estate Management Department has been trying to standardize systems where appropriate and advantageous, hence, KMC controls are installed in the majority of County buildings. Although there are other manufacturers of controls systems, utilizing a non-competitive purchase for this purchase will insure continuity with the controls system installed in the other buildings. County staff is factory trained to operate, repair and maintain KMC controls. In addition, using KMC controls for this project will allow the County to use spare parts from its existing stock.

All work is expected to be fully completed within one hundred eighty (180) consecutive calendar days.

Fiscal Impact/Cost/Revenue Summary:

Estimated Total Expenditure: \$669,760.000

Funding for this project is provided through the Infrastructure Sales Tax (Penny for Pinellas): Government Service Facilities Program allocation.

Exhibits/Attachments:

Contract Review
Agreement
Project Financial Overview
Vendor Price Submittal



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:
42383

**PROJECT: NON COMPETITIVE PURCHASE – ENERGY REDUCTION PROJECT & DDC CONTROLS
UPGRADE – 315 COURT STREET (PID NO. 000857A & 000885A)
BID NUMBER: 123-0149-N(DF) REQ. NUMBER:**

TYPE: ☒ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 35-36 **PRODUCT ONLY** ☐
Estimated Expenditure: \$785,000.00 (agreement, est 1.5 669,950) CEN

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director D. Fechter, PA	5/21/13 SP1	CLM Jn	See memo	DDF
2.	<u>Real Estate Management Department</u> Paul Sacco, Director Keshwar Ramjattan, PM	5/24/13 5/24/13	Gene Mon KN		

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3. Rec'd 5/24	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	5/24/13	CHOLURS for VET	Insurance req't's attached - emailed copy to Dave F. DDF	HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	5/29/13	CBW		
5.	<u>Legal</u> Miles Belknap Attn: Michelle Wallace	5/30/13	MTB	DDF	
6.	<u>Asst. County Administrator</u> Attn: M. Woodard	5/31/13	CW		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: D. Fechter, PA at Extension 3154
In order to meet the following schedule, please return your requirements to Purchasing by: 5/30/13

TENTATIVE DATES

Bid Mail Out: N/A
Bid Opening: N/A
Purchasing Director Approval: 3/27/13

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

Automated Building Control Systems, Inc.

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with principal place of business located at:

410 8 W. Alva Street

Tampa, FL 33614

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the
sum of

Six Hundred Sixty Nine Thousand Nine Hundred Fifty and xx/100

DOLLARS \$ 669,760.00

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Energy Reduction Project – 315 Court Street (PID # 000857A/000885A) , Bid No: 123-0149-N**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than **one hundred eighty (180)** consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.
- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds (see Attachment). The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows:

If progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial

or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

- B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Plans, Plans or Specifications pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
 - B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
 - C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
 - D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
 - E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
 - F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Agreement:

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION H AGREEMENT

SECTION D SPECIFICATIONS

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, **and the terms of the remaining documents shall be given preference in their above listed order.**

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Name of Firm

Chairman

By: _____

Date

Print Name

ATTEST:
Ken Burke,
Clerk of the Circuit Court

Title

ATTEST:

By: _____
Deputy Clerk

Print Name

Title

WITNESSES:

Approved as to Form

By: Michelle Wallace
Office of the County Attorney

Print Name

Business Address

Print Name

Business Address

Contractor's Registration or Certification No.
issued by the State of Florida
CORPORATE SEAL

CONTRACT SECURITY:

- A. The Bidder shall provide a Performance Bond and a Payment Bond in the form provided and each in the amount of 100% of the Agreement amount, the costs of which are to be paid by the Bidder. The Bonds will be acceptable to the County only if the following conditions are met:
1. For contracts that do not exceed \$500,000.00, the Surety Company:
 - a. is licensed to do business in the State of Florida;
 - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
 - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
 2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.
 3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.
- B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Construction Phase: ☒ 2. Date: June 18, 2013
3. Contract Review: ☒

4. Title: 1489 315 Court Energy Reduction Measures

5. Anticipated Scope and Description: This project is the Courts & Jails portion of facility energy reduction efforts including chiller replacement, HVAC controls and sensor installation, lighting retrofit, and ceiling insulation.

6. YEAR OF CONSTRUCTION START: FY 13

FY13

7. PROJECT BUDGET:

	Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 0	\$ 13,612
Land/Right of Way/Building Acquisitions	\$	\$
Construction:	\$ 272,000	\$ 272,000
Testing	\$	\$
Other: Inter-local Agreement Payments, Misc. Materials, etc.	\$ 0	\$ 0
TOTAL F	\$ (1) 272,000	\$ (2) 285,612

8. FINANCIAL RESOURCES:

Penny for Pinellas Sales Tax:	\$ 285,612
Local Option Gas Tax:	\$
Transportation Impact Fees:	\$
Grant(s):	\$
Reimbursements:	\$
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):	\$
Other: General Fund Allocation	\$
TOTAL FINANCIAL RESOURCES	\$ (2) 285,612

9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾

Fiscal Year:	FY 14
New Positions:	
Number:	N/A
Type:	N/A
Total Est. Fiscal Impact (Personal Services, Operating Expenses)	\$ (3) -

(1) Amount represents FY13 approved budget. A supplement of \$294,700 will be realigned from PID 000856A to cover expected project expenditures in excess of the budget request..

(2) Amount represents FY13- FY23 appropriation.

(3) Maintenance and operating expenses projected in 2014 dollars.

Prepared By Real Estate Management - Facility Planning Division, 1 May 2013.

Revised Form 11/03

**PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP)
PROJECT FINANCIAL OVERVIEW**

1. Construction Phase: ☒ 2. Date: June 18, 2013
3. Contract Review: ☒

4. Title: 2346 315 Court Energy Reduction (Courts & Jails Portion)		
5. Anticipated Scope and Description: This project is the Courts & Jails portion of facility energy reduction efforts including chiller replacement, HVAC controls and sensor installation, lighting retrofit, and ceiling insulation.		
6. YEAR OF CONSTRUCTION START: FY 13		
FY13		
7. PROJECT BUDGET:	Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 0	\$ 1,090
Land/Right of Way/Building Acquisitions	\$	\$
Construction:	\$ 136,000	\$ 136,000
Testing	\$	\$
Other: Inter-local Agreement Payments, Misc. Materials, etc.	\$ 0	\$ 0
TOTAL F	\$ (1) 136,000	\$ (2) 137,090
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:		\$ 137,090
Local Option Gas Tax:		\$
Transportation Impact Fees:		\$
Grant(s):		\$
Reimbursements:		\$
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		\$
Other: General Fund Allocation		\$
TOTAL FINANCIAL RESOURCES		\$ (2) 137,090
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾		
Fiscal Year:	FY 14	
New Positions:		
Number:	N/A	
Type:	N/A	
Total Est. Fiscal Impact (Personal Services, Operating Expenses)		\$ (3) -

(1) Amount represents FY13 approved budget. A supplement of \$147,300 will be realigned from PID 000856A to cover expected project expenditures in excess of the budget request..

(2) Amount represents FY13- FY23 appropriation.

(3) Maintenance and operating expenses projected in 2014 dollars.

Prepared By Real Estate Management - Facility Planning Division, 1 May 2013.

Revised Form 11/03

Bid Title Energy Reduction Project & DDC Controls Upgrade - 315 Court Street

Bid No. 123-0149-CP(DF)

Schedule of Values

Item No.	Description	Materials	Labor	Extended Total
1	Mobilization	\$17,250.00	\$6,200.00	\$23,450.00
2	Demolition	\$0.00	\$15,000.00	\$15,000.00
3	Air Handler Controls	\$178,950.00	\$123,150.00	\$302,100.00
4	VAV Boxes Controls (qty:264)	\$131,400.00	\$102,700.00	\$234,100.00
5	Programming	\$0.00	\$12,415.00	\$12,415.00
6	Commissioning	\$0.00	\$9,640.00	\$9,640.00
7	Miscellaneous (Bond)	\$5,455.00	\$0.00	\$5,455.00
8	Owner's Contingency			\$20,000.00
			Sub-Total	\$622,160.00
	Additional Controls Discovered			
10	Mixing Boxes (qty: 61)	\$32,300.00	\$17,400.00	\$49,700.00
11	Carrier AHU's (qty: 2)	\$11,700.00	\$8,400.00	\$20,100.00
12	Basement AHU Upgrades (qty: 3)	\$4,700.00	\$3,100.00	\$7,800.00
			Total Price	\$699,760.00