CONSENT AGENDA

Regular Agenda

Public Hearing

County Administrator’s Signature:

Subject:
Award of Bid: Chilled Water Air Handling Unit Replacement - 324 Fort Harrison Avenue
Bid No.: 145-0214-CP(PF)

Department: Real Estate Management / Purchasing
Staff Member Responsible: Andrew Pupke, Director / Joe Lauro, Director

Recommended Action:
I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE BID TO AIR MECHANICAL AND SERVICES CORPORATION (AIR MECHANICAL), TAMPA, FLORIDA, FOR THE CHILLED WATER AIR HANDLING UNIT REPLACEMENT, 324 FORT HARRISON AVENUE, ON THE BASIS OF BEING THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

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

Summary Explanation/Background:
The scope of this project is to replace the chilled water air handling unit located at 324 Fort Harrison Avenue as the current unit has reached the end of its useful life. The project scope of work includes all material and labor necessary for replacement of eight (8) units.

In addition, bid alternate line items one (1) through four (4) are also included in this award recommendation. The alternate items pertain to the installation of County owned duct heaters which will provide greater overall efficiency.

All work is expected to be fully completed within one hundred fifty (150) consecutive calendar days.

Staff has reviewed the bids and recommends award to Air Mechanical in the amount of $505,969.00.

Fiscal Impact/Cost/Revenue Summary:
Total expenditure not to exceed: $505,969.00

Funding is derived from the Infrastructure Sales Tax (Penny for Pinellas): Courts and Jails ($225M).

Exhibits/Attachments:
Contract Review
Agreement
Bid Tabulation
Map of Location
Project Fund Overview
**PURCHASING DEPARTMENT**

**CONTRACT REVIEW TRANSMITTAL**

**PROJECT:** Chilled Water Air Handling Unit Replacement - 324 Ft. Harrison Basement (PID#002299A)

**BID NUMBER:** 145-0214-CP(PF)

**TYPE:** Purchase Contract

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:36-38

**Estimated Expenditure:** $435,000

<table>
<thead>
<tr>
<th>REVIEW SEQUENCE</th>
<th>REVIEW AUTHORITY</th>
<th>REVIEW DATE</th>
<th>REVIEW SIGNATURE</th>
<th>COMMENTS</th>
<th>COMMENTS INCORPORATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Purchasing Dept.</td>
<td>3/10/15</td>
<td>F.</td>
<td></td>
<td>See questions on Sec alternates kept Comments pg.96</td>
</tr>
<tr>
<td></td>
<td>J. Lauro, Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Mancuso, Asst. Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Requesting Dept.</td>
<td>3/15/15</td>
<td>K.</td>
<td></td>
<td>Answered Comments pg.96</td>
</tr>
<tr>
<td></td>
<td>Paul Sacco, Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Keshrwar Ramjattan, PM</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Using Dept please provide below information:**

A. □ Yes, funding for this project is using grant funding. □ No, funding for this project 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.

B. □ Initial and Date Funding is available for this project.
   Provide title of funding source
   
   □ Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Email)

C. □

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: Patti Fontaine at Extension 4-3147

In order to meet the following schedule, please return your requirements to Purchasing by: asap

**TENTATIVE DATES**

<table>
<thead>
<tr>
<th>Advertise:</th>
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<table>
<thead>
<tr>
<th>Bid Opening:</th>
</tr>
</thead>
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<thead>
<tr>
<th>Contract Approval</th>
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</thead>
</table>

Revised 02/2014
Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

**SEAL, BID • DO NOT OPEN**

SEALED BID NO.: 145-0214-CP (PF)

BID TITLE: CHILLED WATER AIR HANDLING UNIT REPLACEMENT - 324 FT HARRISON BASEMENT

DUE DATE/TIME: @ 3:00 P.M.

SUBMITTED BY: ____________________________

(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT

Board of County Commissioners
Annex Building - 6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.
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

(Name of Firm)

(Corporation, Partnership or Individual Proprietor)

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

herein after designated the CONTRACTOR,

That for and in consideration of the sum

WITNESSETH:

DOLLARS $ 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: Chilled Water Air Handling Unit Replacement - 324 Ft. Harrison Basement (PID # 002299A), Bid No:145-0214-CP, 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 fifty (150) 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
2. THE CONTRACTOR

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.

C. 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 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, 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

By: ____________________________________________

Print Name

Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court

Print Name

Title

ATTEST:

Print Name

Title

WITNESSES:

Print Name

Business Address

Print Name

Business Address

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

***CORPORATE SEAL***
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Amount</th>
<th>Unito. Amount</th>
<th>Measure</th>
<th>Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolition</td>
<td>Lump Sum</td>
<td>$16,372.00</td>
<td>Lump Sum</td>
<td>$15,076.00</td>
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<td>2</td>
<td>Air Handlers</td>
<td>Lump Sum</td>
<td>$178,435.00</td>
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<td>3</td>
<td>Piping</td>
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<td>4</td>
<td>Ductwork</td>
<td>Lump Sum</td>
<td>$62,750.00</td>
<td>Lump Sum</td>
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<td>5</td>
<td>Controls</td>
<td>Lump Sum</td>
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<td>6</td>
<td>Electric</td>
<td>Lump Sum</td>
<td>$37,056.00</td>
<td>Lump Sum</td>
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<td>7</td>
<td>Contingency</td>
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<td>$15,000.00</td>
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<td></td>
<td>Base Bid</td>
<td></td>
<td>$432,874.00</td>
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<td>$511,284.00</td>
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Alternates

<table>
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<tr>
<th>Alternate</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Amount</th>
<th>Unito. Amount</th>
<th>Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate 1</td>
<td>Core Drill Exterior and provide outside air boxes</td>
<td></td>
<td>$3,781.00</td>
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<td>Alternate 2</td>
<td>Replace existing VAV boxes</td>
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<td>$54,885.00</td>
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<td>Alternate 3</td>
<td>Install Owner provided Duct Heaters</td>
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<td>$6,734.00</td>
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<td>Alternate 4</td>
<td>Provide electrics for Duct Heaters</td>
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<td>$7,695.00</td>
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<td>Base with Alternates</td>
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<td></td>
<td>$505,969.00</td>
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<td>$581,652.00</td>
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Pinellas County Courthouse - 324 S Ft Harrison

PID 002299A- Chilled Water Air Handling Unit Replacement
1. Construction Phase: [✓]
2. Date: 5/28/2015
3. Contract Review [✓]

4. Title: 324 SFH Upgrade (PID 002299A)

5. Anticipated Scope and Description: Project is to include the basement upgrade to the 324 SFH building.

6. YEAR OF CONSTRUCTION START: FY15

7. PROJECT BUDGET:

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 15 Estimated</th>
<th>Multi-Year Plan</th>
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</thead>
<tbody>
<tr>
<td>Professional Services</td>
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<td>$20,000</td>
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<tr>
<td>Land/Right of Way/Building Acquisitions</td>
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<td>$0</td>
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<tr>
<td>Construction</td>
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<td>$530,000</td>
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<tr>
<td>Testing</td>
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<td>$0</td>
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<tr>
<td>Inter-local</td>
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<td>$0</td>
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<tr>
<td>TOTAL PROJECT BUDGET</td>
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<td>$550,000</td>
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8. FINANCIAL RESOURCES:

<table>
<thead>
<tr>
<th>Source</th>
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<tbody>
<tr>
<td>Penny for Pinellas Sales Tax:</td>
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<tr>
<td>Local Option Gas Tax:</td>
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<tr>
<td>Transportation Impact Fees:</td>
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<td>Grant(s):</td>
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<tr>
<td>Reimbursements:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Revenue (Water, Sewer, Solid Waste, Airport):</td>
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<tr>
<td>Other:</td>
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<tr>
<td>TOTAL FINANCIAL RESOURCES</td>
<td>$550,000</td>
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</table>

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

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>FY 17</th>
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<tbody>
<tr>
<td>New Positions:</td>
<td>NONE</td>
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<tr>
<td>Number:</td>
<td>N.A.</td>
</tr>
<tr>
<td>Type:</td>
<td>N.A.</td>
</tr>
<tr>
<td>Total Est. Fiscal Impact (Personal Services, Operating Expenses):</td>
<td>$0</td>
</tr>
</tbody>
</table>

(1) Amount represents FY 15 estimated and a proposed budget.
(2) Amount represents current Multi-Year Plan’s project estimate and anticipated resources.
(3) Does not apply to current phase.

Prepared By The Office of Management & Budget, May 28, 2015.