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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Work Order #18 for PS-0381-06/BLH - Master Agreement for Continuing Architectural and Engineering Services for Projects Not Exceeding \$1,000,000.00

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Steve Howard

**CONTACT:** David Santiago

**EXT:**

**MOTION/RECOMMENDATION:**

Approve Work Order #18 for PS-0381-06/BLH with Matern Professional Engineering, P.A. of Maitland, Florida to conduct a County-wide heating, ventilation and air conditioning (HVAC) systems study.

County-wide

Ray Hooper

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**BACKGROUND:**

PS-0381-06/BLH provides for Architectural/Engineering Design Services for various renovation, restoration, construction and general consulting projects under \$1,000,000.00. These services will also include CEI services for various restorations, renovations and other construction projects whose estimated cost does not exceed \$1,000,000.00. This will be a budgeted project and BCR #07-20 was approved by the Board on June 26, 2007.

Work Order #18 will provide for a County-wide HVAC study to allow staff to properly plan the repair and/or replacement of the County's aging infrastructure at various facilities. The study will be separated into two phases and will focus on HVAC systems. This study will be conducted on 109 buildings and will generate updated inventory lists of equipment, assess and rate equipment condition, determine replacement costs, develop a 5 year replacement plan and enhance the County's Preventative Maintenance Program.

Countywide HVAC Assessment for Seminole County Government Facilities HVAC Study

- 79 sites some with multiple buildings
- 59 sites are on the current HVAC contract
- 20 non contract sites
- Over 2000+ pieces of equipment to be review and evaluated

Key PointsPhase 1

- Provide detailed assessment of HVAC equipment at county facilities:
  1. Evaluation rating (Red – poor, Yellow – good, and Green – excellent)
  2. Evaluation recommendation (repair or replace)
  3. Evaluate fresh air intakes to ascertain if in compliance with ASHRAE standards

4. Prepare detailed cost for repairs
5. Prepare detailed cost for replacement and schedule for replacement
6. Provide as a second option for replacement, detailed cost estimates for high efficiency equipment and length of time the cost differential will be amortized by energy savings
7. Provide details of equipment deficiencies (undersized or oversized) as directed by the BCC.
8. Recommend facilities for EMS (Energy Management Systems) relative capacity/efficiency Phase 2At the conclusion of the HVAC study the consultant will use the information gathered to assist the County in the development of a comprehensive scope of services for the next HVAC maintenance contract for July 2008.

**STAFF RECOMMENDATION:**

Staff recommends the Board approve Work Order #18 for PS-0381-06/BLH with Matern Professional Engineering, P.A. of Maitland, Florida to conduct a County-wide heating, ventilation and air conditioning (HVAC) systems study.

**ATTACHMENTS:**

1. PS-0361-06\_B LH Work Order #18 to Matern Professional Engineering, P.A.

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**

**WORK ORDER**

Work Order Number: 18

Master Agreement No.: PS-0381-06/BLH Dated: March 7, 2006  
Contract Title: A & E Services for Construction Less Than \$1 Million  
Project Title: Seminole County Government Facilities HVAC Assessment

Consultant: Matern Professional Engineering, P.A.  
Address: 130 Candace Drive  
Maitland, Florida 32751-3331

ATTACHMENTS TO THIS WORK ORDER:  
 drawings/plans/specifications  
 scope of services (Attachment "A")  
 special conditions  
 \_\_\_\_\_

METHOD OF COMPENSATION:  
 fixed fee basis  
 time basis-not-to-exceed  
 time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed by February 29, 2008. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: ONE HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED NINETY-ONE AND 21/100 DOLLARS (\$135,391.21). The fixed fee compensation is in the amount of \$133,152.16 and covers the work to be performed under the scope of services. The time basis-not-to-exceed compensation is in the amount of \$2,239.05 and consists of reimbursable expenses which shall be billed in accordance with Paragraph e (ii).

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

(CORPORATE SEAL)

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

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
Carlton D. Henley, Chairman

Date: \_\_\_\_\_  
As authorized for execution by the Board of County  
Commissioners at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

**OC #802368**

## WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

**MATERN PROFESSIONAL ENGINEERING, P.A.**  
**PROPOSAL AND/OR CONTRACT**

DATE: July 5, 2007

CLIENT: Mr. Rafael Fernandez  
Seminole County/ Purchasing and Contracts  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771-1468

RE: S.C. Gov Facilities HVAC Assessment  
MPE # 2007-045

Dear Rafael:

We submit herewith our revised fee proposal and/or contract on the above project under our continuing service contract dated March 7, 2006. We appreciate the opportunity to provide you with this proposal.

1. General Description of Project Scope and Services

- 1.1. Perform a visual inspection of the HVAC equipment at the district facilities identified in the attached "Fee Proposal".
- 1.2. Perform an assessment of all HVAC equipment listed in the County's Master Equipment List. MPE to update master list during site visits with any new HVAC equipment not previously listed.
- 1.3. Provide an MS Excel spreadsheet listing the following for each facility: Facility name, Facility address, Facility ID, HVAC component ID number, Component age, Evaluation/assessment rating, Deficiencies (oversized or undersized), Evaluation recommendation, Budgetary cost to Repair, Budgetary cost to Replace (including high-efficiency option based on current standards and codes), and Recommended time to replace, based on remaining useful life. Recommendations will be given for each facility on need for EMS system. Also, all facilities with no fresh air introduced into the A/C system will be identified.
- 1.4. This scope does not include any final bound reports. Digital photos shall be submitted on CD-ROM with final deliverables.

2. Deliverables

- 2.1. Deliverables will be submitted as follows:
  - 2.1.1. Assessments: approximately August 2007 through January 2008

Cc: Perm, CF, PM

SEMINOLE COUNTY GOVERNMENT FACILITIES

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2.1.2. Draft assessment spreadsheet due at end of assessment period: January 28, 2008 or thereafter.

2.1.3. Two weeks for owner review; 1 week for revisions & final assessment spreadsheet.

3. Clarifications/Assumptions/Exclusions

3.1. Reimbursables: Engineer will be reimbursed for the following direct expenses:

3.1.1. See attached Fee Proposal Spreadsheet for Reimbursable Expenses.

3.2. Cost Estimating: Cost estimates include only a general statement of probable cost without breakdown. Estimate will be general in nature and will be based on Engineer's best knowledge on costs and items included in particular facility. Engineer is not a professional Cost Estimator.

3.3. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. This agreement does not create any right or benefits for parties other than the Consultant and Client

3.4. All existing conditions cannot and will not be documented. Items which cannot be seen will not be verified (i.e. items in walls, behind large equipment, above hard ceilings, etc.). Items above accessible ceilings may be spot checked to verify existing condition however, all items, exact routings of conduit, piping, and/or duct, and exact circuitry, etc. will not be check verified.

4. Fee (See attached spreadsheet for hourly breakdown)

4.1 FEE: One Hundred Thirty-Three Thousand, One Hundred Fifty-Two Dollars and Sixteen Cents. (\$133,152.16)

4.2 REIMBURSABLES: Two Thousand Two Hundred Thirty-Nine Dollars and Five Cents (\$2,239.05) (NTE).

If you approve of this proposal please send us a written Work Order. Please call if you have any questions in regards to this proposal.

Sincerely,

SEMINOLE COUNTY GOVERNMENT FACILITIES  
July 6, 2007  
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**MATERN PROFESSIONAL ENGINEERING, P.A.**

Bradley W. Perrott, EIT  
Mechanical Engineer

Authorization to provide the above  
Engineering Services:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

- \_\_\_\_\_ RETURN A COPY TO MPE
- \_\_\_\_\_ THIS COPY FOR CLIENT
- \_\_\_\_\_ CONTRACT FILE
- \_\_\_\_\_ PERM/DESIGN FILE

BLDG #	PHASE/TASK DESCRIPTION	SQ. FT.	YR. BUILT	SNR. ENG	FIELD TECH III	FIELD TECH I	CADD	CLERICAL	TOTAL HRS:
<b>SITE ASSESSMENT</b>									
2492	5 POINTS TRANSMITTER SITE	640	1995	0.00	4.00	8.00	0.00	2.00	14.00
2445	ADMINISTRATION SERVICES CENTER	9968	1985	6.00	24.00	8.00	0.00	2.00	40.00
8023	ALTAMONTE SPRINGS SITE	198	1990	0.00	4.00	8.00	0.00	2.00	14.00
2487	ANIMAL CONTROL CENTER	4680	1989	0.00	5.00	8.00	0.00	2.00	15.00
2487	ANIMAL CONTROL CENTER	5394	1989	0.00	6.00	8.00	0.00	2.00	16.00
2487	ANIMAL CONTROL CENTER	13440	1989	0.00	18.00	8.00	0.00	2.00	28.00
2490	BOILER/ MAINTENANCE BUILDING	4500	1960	0.00	4.50	8.00	0.00	2.00	14.50
8025	CENTRAL TRANSFER STATION	91286	1992	8.00	55.00	8.00	0.00	2.00	73.00
8025	CENTRAL TRANSFER STATION	5893	1992	0.00	6.00	8.00	0.00	2.00	16.00
3247	CHULUOTA TRANSMITTER SITE	280	1995	0.00	4.00	8.00	0.00	2.00	14.00
2454	CLERK OF THE COURT-W. BRANCH	1536	-	0.00	4.00	8.00	0.00	2.00	14.00
3217	CLERK OF THE COURT-EAST BRANCH	-	-	0.00	8.00	8.00	0.00	2.00	18.00
2494	COMM. TRANSMITTER SABAL POINT	144	1995	0.00	4.00	8.00	0.00	2.00	14.00
2442	COOPERATIVE EXTENSION SERVICES	5126	1979	0.00	5.00	8.00	0.00	2.00	15.00
2442	COOPERATIVE EXTENSION SERVICES	2768	1979	0.00	4.00	8.00	0.00	2.00	14.00
2462	CORRECTIONAL FACILITY BLDG	190000	1985	12.00	60.00	8.00	0.00	2.00	82.00
2453	COUNTY SERVICES BLDG	118000	-	12.00	72.00	8.00	0.00	2.00	94.00
2484	COURT FACILITIES BUILDING	7872	1986	0.00	8.00	8.00	0.00	2.00	18.00
2476	COURTHOUSE	99000	1973	12.00	50.00	8.00	0.00	2.00	72.00
3769	CRIMINAL JUSTICE CENTER	225000	-	12.00	72.00	8.00	0.00	2.00	94.00
3246	DIKE ROAD TRANSMITTER SITE	315	2000	0.00	4.00	8.00	0.00	2.00	14.00
2480	EAST BRANCH LIBRARY	12000	1987	0.00	4.00	4.00	0.00	2.00	10.00
2443	FACILITIES MAINTENANCE BUILDING	12304	1987	0.00	12.00	8.00	0.00	2.00	22.00
3766	FIRE STATION 12	-	-	0.00	4.00	8.00	0.00	2.00	14.00
3767	FIRE STATION 14	-	-	0.00	4.00	8.00	0.00	2.00	14.00
2465	FIRE STATION 16	4200	1984	0.00	4.00	8.00	0.00	2.00	14.00
2466	FIRE STATION 22	4200	1984	0.00	4.00	8.00	0.00	2.00	14.00
2467	FIRE STATION 23	3560	-	0.00	4.00	8.00	0.00	2.00	14.00
2474	FIRE STATION 27	5718	1990	0.00	4.00	8.00	0.00	2.00	14.00
2468	FIRE STATION 34	4416	1981	0.00	4.00	8.00	0.00	2.00	14.00
2469	FIRE STATION 35	7276	-	0.00	4.00	8.00	0.00	2.00	14.00
2470	FIRE STATION 36	4613	1985	0.00	4.00	8.00	0.00	2.00	14.00
2471	FIRE STATION 41	4416	1981	0.00	4.00	8.00	0.00	2.00	14.00
3595	FIRE STATION 42	4416	-	0.00	4.00	8.00	0.00	2.00	14.00
2473	FIRE STATION 43	4200	1984	0.00	4.00	8.00	0.00	2.00	14.00
2424	FLEET OFFICE/ MAINTENANCE	11600	1980	0.00	12.00	8.00	0.00	2.00	22.00
8102	FORREST CITY TRANSMITTER SITE	352	2006	0.00	4.00	8.00	0.00	2.00	14.00
3248	GENEVA TRANSMITTER SITE	300	1995	0.00	4.00	8.00	0.00	2.00	14.00
8014	GREENWOOD LAKES WTP	1344	1976	0.00	4.00	8.00	0.00	2.00	14.00
3314	GREENWOOD LAKES WWTP	180	1990	0.00	4.00	8.00	0.00	2.00	14.00
3314	GREENWOOD LAKES WWTP	2191	1976	0.00	4.00	8.00	0.00	2.00	14.00
3314	GREENWOOD LAKES WWTP	2533	1989	0.00	4.00	8.00	0.00	2.00	14.00
3314	GREENWOOD LAKES WWTP	934	1976	0.00	4.00	8.00	0.00	2.00	14.00
2457	HEALTH/ ADMIN CLINIC	47036	1995	8.00	32.00	8.00	0.00	2.00	50.00
3029	HEATHROW WTP	3112	1994	0.00	4.00	8.00	0.00	2.00	14.00
3029	HEATHROW WTP	336	2001	0.00	4.00	8.00	0.00	2.00	14.00
2463	HISTORICAL MUSEUM	6060	1920	0.00	6.00	8.00	0.00	2.00	16.00
8113	HISTORICAL MUSEUM EXHIBIT BLDG	2280	2004	0.00	4.00	8.00	0.00	2.00	14.00
8010	INDIAN HILLS WTP	820	1976	0.00	4.00	8.00	0.00	2.00	14.00
8052	JUVENILE ASSESSMENT CENTER	5640	1995	0.00	5.00	8.00	0.00	2.00	15.00
2919	JUVENILE JUSTICE CENTER	32629	1989	8.00	32.00	8.00	0.00	2.00	50.00
3451	LAKE HAYES WTP	756	1985	0.00	4.00	8.00	0.00	2.00	14.00
8086	LYNWOOD WTP	4795	1999	0.00	4.00	8.00	0.00	2.00	14.00
8114	MARKHAM REGIONAL WTP	6400	2003	0.00	6.00	8.00	0.00	2.00	16.00
2491	MENTAL HEALTH CENTER	8500	1964	0.00	7.00	8.00	0.00	2.00	17.00
2478	NORTH BRANCH LIBRARY	12000	1987	0.00	4.00	4.00	0.00	2.00	10.00
2481	NORTHWEST BRANCH LIBRARY	12000	1987	0.00	4.00	4.00	0.00	2.00	10.00
8001	NORTHWEST REGIONAL WWTF	2970	1990	0.00	4.00	8.00	0.00	2.00	14.00
8001	NORTHWEST REGIONAL WWTF	7268	1997	0.00	7.00	8.00	0.00	2.00	17.00
8115	OVIEDO TRANSMITTER SITE	384	2002	0.00	4.00	8.00	0.00	2.00	14.00
8022	PAOLA TRANSMITTER SITE	288	2006	0.00	4.00	8.00	0.00	2.00	14.00
8117	FIRE TRAINING CENTER	44400	1973	8.00	40.00	8.00	0.00	2.00	58.00
2459	RED BUG LAKE PARK	1872	1975	0.00	4.00	8.00	0.00	2.00	14.00
2433	ROADS DIVISION	3000	1994	0.00	4.00	8.00	0.00	2.00	14.00
2494	SABAL POINT TRANSMITTER SITE	-	-	0.00	4.00	8.00	0.00	2.00	14.00
2458	SANLANDO PARK	2430	1978	0.00	4.00	8.00	0.00	2.00	14.00
8075	SHERIFF & PUBLIC SAFETY	120000	1998	12.00	75.00	8.00	0.00	2.00	97.00
8046	SOFTBALL COMPLEX	8000	1993	0.00	8.00	8.00	0.00	2.00	18.00
2511	SOUTHEAST REGIONAL WTP	1280	2002	0.00	4.00	8.00	0.00	2.00	14.00
2511	SOUTHEAST REGIONAL WTP	8135	2002	0.00	8.00	8.00	0.00	2.00	18.00
2511	SOUTHEAST REGIONAL WTP	13571	2002	0.00	14.00	8.00	0.00	2.00	24.00
2511	SOUTHEAST REGIONAL WTP	4790	2002	0.00	5.00	8.00	0.00	2.00	15.00
2509	SYLVAN LAKE PARK	15180	1993	0.00	14.00	8.00	0.00	2.00	24.00
2434	TRAFFIC ENGINEERING OFFICE	8077	1970	0.00	8.00	8.00	0.00	2.00	18.00
2495	WATER TOWER TRANSMITTER SITE	-	-	0.00	4.00	8.00	0.00	2.00	14.00
2482	WEST BRANCH LIBRARY	12000	1987	0.00	4.00	4.00	0.00	2.00	10.00
8045	LILLIE GREENE COMMUNITY CENTER	5660	1998	0.00	5.00	8.00	0.00	2.00	15.00
8064	WORK RELEASE CENTER	5380	1997	0.00	5.00	8.00	0.00	2.00	15.00
8064	WORK RELEASE CENTER	960	1997	0.00	4.00	8.00	0.00	2.00	14.00
<b>FINAL REPORT</b>									
	REVIEW SEMINOLE COUNTY COMMENTS	0.00	0.00			0.00	0.00		0.00
	EDIT SPREADSHEETS	0.00	0.00			176.00	0.00		176.00
	QUALITY CONTROL REVIEW	0.00	0.00			90.00	0.00		90.00
	PRINT/PRODUCE FINAL REPORT	0.00	0.00			0.00	0.00		0.00

TASK ID	EXPENSE ITEMS	ASSUMPTIONS	QNTY	UNIT	RATE	SUBTOTAL
	<b>Task ID</b>					
1	Xerographics / Binding:		0	per deliv	\$0.10	\$0.00
2	SCANS of Comments to PDF		0	sheets	\$1.00	\$0.00
3	Mail and Air Express/courier		3	per deliv	\$24.00	\$72.00
4	8X11.5 color repro		0	per sheet	\$0.15	\$0.00
5	8X11.5 B&W	assume in house rview and intermittent printing, draft, and final of document - 300 pages	1500	per sheet	\$0.50	\$750.00
6	Digital Photo		0	per image	\$0.25	\$0.00
7	Telephone / Fax:		0	per call	\$5.00	\$0.00
8	*Travel / Mileage	assume rndtrip avg 30m for 67 buildings and some revisits 2015 X 1.5	3015	per mile	\$0.47	\$1,417.05
9	RENDERING		0		\$2,000.00	\$0.00
10	*CADD Plotting - Check Plots		0	roll	\$40.00	\$0.00
11	Parking Fees		0	per visit	\$8.00	\$0.00

**\$2,239.05**

2093.75