

Office of School Facilities
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: AMENDMENT NO. 1 TO THE GUARANTEED ENERGY PERFORMANCE CONTRACT (GEPC) MASTER AGREEMENT WITH TRANE U.S. INC., FOR GEPC PART 2 SERVICES AT MIAMI CORAL PARK SENIOR HIGH SCHOOL, PROJECT NO. 01902300

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Introduction:

On April 29, 2020, the Board commissioned Trane U.S. Inc. (Trane), as an Energy Services Company (ESCO) to provide GEPC services and assigned Trane the GEPC project at the Representative School (Miami Coral Park Senior High School) as an amendment to its GEPC Agreement, per School Board Policy 6330, *“Procedures for the Selection of Guaranteed Energy Performance Contract (GEPC) Services Firms”*, updated August 14, 2019 (Selection Procedures).

In accordance with the Selection Procedures, Trane negotiated for the GEPC project at the Representative School, Miami Coral Park Senior High School, Project No. 01902300. Negotiations with Trane were successfully concluded, and Trane has agreed to provide the required GEPC services.

School Profile:

Miami Coral Park Senior High School is located at 8865 S.W. 16 Street, Miami, Florida 33165 on approximate 27 acres of land and is part of the Central Region. The campus is comprised of 12 permanent buildings and covered walkways with a total of 479,152 GSF. The school site also includes a service drive and yard, and onsite parking.

GEPC Scope:

The GEPC scope includes upgrading Miami Coral Park Senior High School’s infrastructure utilizing energy, water and operation & maintenance costs avoidance. Based on the Investment Grade Energy Audit (IGEA) analysis prepared by Trane and accepted by M-DCPS on January 14, 2022, which includes design, construction, maintenance, and Measurement & Verification (M&V) of the accepted Energy Conservations Measures (ECM) for up to twelve years, the ECM scope for this project includes, but is not limited to the following:

- ECM 1 - LED lighting upgrades
- ECM 2 - Controls – Outside air optimization
- ECM 3 - Controls, Air handler conversion from constant volume to variable air volume
- ECM 4 - Controls, Air Side Optimization of selected air handler units
- ECM 5 - Cooling Plants consolidation into a central plant
- ECM 6 - Water efficiency upgrades to reduce water consumption and sewer charges, and reduce hot water demand on the kitchen
- ECM 7 - Energy and Sustainability Dashboard that connects to the Trane automation system that provides information on energy and sustainably analytics.

The GEPC project must be programmed, designed, phased, coordinated, and constructed to maximize safety and minimize disruption to the existing, occupied campus.

All work shall be in accordance with the requirements in the GEPC Agreement, ESCo Special Conditions-1, State Requirements for Educational Facilities (SREF), the Florida Building Code (FBC), National Fire Protection Association, Florida Fire Prevention Code (life safety), barrier-free design guidelines, Florida Statutes, and District Standards and Policies.

GEPC (Part 2) Services:

Trane is required to be fully responsible for the design, construction, training, 12 years of maintenance and Measurement & Verification (M&V) of ECM(s) and include an energy cost savings guarantee. The ESCo team must consist at minimum an Architect, Engineers, M-DCPS pre-qualified Construction Contractors and M&V professionals.

Office of Economic Opportunity (OEO) Review:

This GEPC project includes mandatory Small Business Enterprise (SBE) and/or Micro Business Enterprise (MBE) and M/WBE Sub-consultant and Sub-contracting goals, and a Local Workforce Utilization Goal determined by the M-DCPS Goal Setting Committee, as follows:

Category		S/MBE	M/WBE
Design Phase:	Sub-consultant Goal	7.59%	2.41%
Construction Phase:	Sub-contractor Goal	10.21%	4.79%
	Local Workforce Utilization: <u>20%</u>		County-wide Radius

M-DCPS' OEO staff established the SBE/MBE and M/WBE certification status of the prime firm and each sub-consultant and sub-contractor, and verified the existence of a Memorandum of Understanding outlining roles and responsibilities, as follows:

LIST OF M-DCPS OEO CERTIFICATIONS FOR SUB-CONSULTANTS					
PRIME FIRM: Trane is not M-DCPS certified SBE/MBE or M/WBE					
SUB-CONSULTANTS FIRM NAME	ROLE OR RESPONSIBILITY	M/WBE CERTIFICATION CATEGORY	M/WBE GOAL (%) COMMITMENT	SBE/MBE CERTIFICATION CATEGORY	SBE/MBE GOAL (%) COMMITMENT
Silva Architects, LLC	Architecture	Hispanic-American 4-23-2023	-	SBE – T2 4-23-23	11.8
Hammond & Associates, Inc.	Mechanical Engineer	African-American 6-2-2023	15.4	SBE – T1 6-2-2023	-
Fraga Engineers, LLC	Electrical Engineer	Hispanic-American 9-27-2022	-	SBE – T2 9-27-2022	12.2
M. Hajjar & Associates, Inc.	Structural Engineer	-	-	SBE – T1 7-9-2022	-
Ambro, Inc.	Civil Engineer	African-American 7-2-2023	-	SBE – T1 7-2-2023	-
Trane U.S. Inc. (in-house)	Construction	-	-	-	-
Trane U.S. Inc. (in-house)	M&V	-	-	-	-
TOTAL SUB-CONSULTANTS PARTICIPATION		M/WBE Mandatory Goal <u>2.41%</u>	15.4%	SBE/MBE Mandatory Goal <u>7.59%</u>	24.0%

Note:

Trane has exceeded the sub-consultant's participation goals for M/WBE and SBE/MBE.

LIST OF M-DCPS OEO CERTIFICATIONS FOR SUB-CONTRACTORS					
SUB-CONTRACTOR FIRM NAME	ROLE OR RESPONSIBILITY	M/WBE CERTIFICATION CATEGORY	M/WBE GOAL (%) COMMITMENT	SBE/MBE CERTIFICATION CATEGORY	SBE/MBE GOAL (%) COMMITMENT
Coakley Mechanical, Inc.	Mechanical Installation	African-American 6-30-2023	5.90	SBE-T1 6-30-2023	
Lighting Warehouse Corp.	Lighting Supply	Hispanic-American 9-24-2024	-	SBE-T1 9-24-2024	4.85
Controls Systems Contracting, Inc	Electrical Controls Installation	Hispanic-American 9-23-2024	-	SBE – T2 9-23-2024	5.39
Airstron, Inc.	Mechanical Installation	-	-	-	-
Rexel Energy Solutions	Lighting Audit Support	-	-	-	-
Aqua Energy Services, LLC	Water Efficiency	-	-	-	-
L&S Enterprises LLC	Lighting Installation	-	-	-	-
CT/HX Cooling Towers and Heat Exchangers	Cooling Tower Refurbishment	-	-	-	-
T&G Constructors	General Contracting	Hispanic-American 12-1-2023	-	-	-
Sequil Systems, inc.	Commissioning	-	-	-	-
TOTAL SUB-CONTRACTORS PARTICIPATION		M/WBE Mandatory Goal <u>4.79%</u>	5.9%	SBE/MBE Mandatory Goal <u>10.21%</u>	10.24%

Note:

Trane has exceeded the sub-contractor's participation goals for M/WBE and SBE/MBE.

Project Schedule:

Trane has agreed to the following schedule:

- Board Commissioning Amendment 1 July 20, 2022
- Phase II/III – 100% Design submittal, on-going from March 2022..... June 30, 2022

Note: Construction Commencement is predicated on Phase IV - BCC approval no later than August 15, 2022 (expedited BCC review)

- Phase V - Construction Commencement Date.....August 29, 2022
- Phase V (A) – Construction to Substantial Completion August 2023
- Phase V (B) - Final Completion/Closeout..... October 2023
- Phase VI - Warranty August 2024
- Phase VII - Full Maintenance Services and M&V for 12 years August 2035

GEPC Budget: \$6,100,026

Terms & Conditions:

The GEPC cost includes the IGEA, design, construction, training, full maintenance services, M&V of ECM(s), and the guarantee of the energy cost savings for a period of 12 years. Trane has agreed to a GEPC total outlay of \$6,100,026.

District has agreed to the following GEPC Cash Flow Analysis:

ECMs Cost	Maintenance Cost	M&V Cost	IGEA & Training	Total Outlay	Total Savings	Cumulative Cash Flow
\$4,382,370	\$1,296,000	\$348,343	\$73,313	\$6,100,026	\$6,250,117	\$150,091

The Cumulative Cash flow is \$150,091 at the end of 12 years.

The total ECMs cost for design & construction is \$4,382,370, which excludes the \$72,000 IGEA report fee. The District has already made the payment of \$522,141 via separate contract; therefore, the total cost to be paid for the ECMs is reduced to \$3,932,229.

GEPC (PART 2) - DESIGN & CONSTRUCTION PHASE DESCRIPTION	% OF FEE	FEE
IGEA Report, 100% (completed/accepted by M-DCPS)	1.83%	\$ 72,000
Phase II/III – Construction Documents, 100% (completed/accepted by M-DCPS and approved by BCC)	2.17%	\$ 85,321
Phase IV - Permitting	-	-
Phase V (A) - Construction of ECM 1 through ECM 7	61.71%	\$ 2,426,954
Phase V (A) – Substantial Completion	4.91%	\$ 193,011
Phase V (A) - Start up and Commissioning	14.65%	\$ 575,909
Phase V (B) – Punch List	9.82%	\$ 386,023

Phase V (B) - Final Completion/Closeout	4.91%	\$ 193,012
TOTAL FEE:	100%	\$ 3,932,229

Trane has agreed to a total fee for full Maintenance, M&V and training services of \$1,645,656 The District will make annual payment for Maintenance Services in advance of each contract year.

MAINTENANCE, M&V & TRAINING SERVICES	
CONTRACT YEAR	TOTAL
1	\$119,194
2	\$122,174
3	\$125,228
4	\$128,359
5	\$131,538
6	\$134,857
7	\$138,228
8	\$141,684
9	\$145,226
10	\$148,857
11	\$152,578
12	\$157,705
TOTAL FEE	\$1,645,656

Trane has agreed to a total energy, operations, and cost avoidance over the term of the GEPC contract as follows.

GUARANTEED ENERGY COST SAVINGS						
YEAR	ENERGY SAVINGS	OPERATIONAL SAVINGS	179D & REBATES	CAPITAL COST AVOIDANCE		TOTAL SAVINGS
1	\$227,092	\$131,416	101,460	\$66,856	\$92,734	\$552,702
2	\$233,904	\$134,701		Cooling Tower	\$92,734	\$461,340
3	\$240,922	\$138,069		\$181,582	\$92,734	\$471,725
4	\$248,149	\$141,521		Chiller West Plant	\$92,734	\$482,404
5	\$255,594	\$145,059		\$864,371	\$92,734	\$493,386
6	\$263,261	\$148,685		Chiller East Plant	\$92,734	\$504,681
7	\$271,159	\$152,402			\$92,734	\$516,296
8	\$279,294	\$156,212			\$92,734	\$528,241
9	\$287,673	\$160,118			\$92,734	\$540,525
10	\$296,303	\$164,121			\$92,734	\$553,158
11	\$305,192	\$168,224			\$92,734	\$566,150
12	\$314,348	\$172,429			\$92,734	\$579,511
TOTAL	\$3,222,892	\$1,812,957	\$101,460	\$1,112,809		\$6,250,117

Other Terms & Conditions:

- The ESCo has agreed to the terms and conditions of the Master Agreement, Amendment 1, and the subsequent addendums to Amendment 1; and will commence PART 2 services upon Board commission.
- Cost Avoidance must be structured to be sufficient to cover all annual payments. In no event the total installation and maintenance cost (Total Outlay) shall exceed the cost avoidance guarantee for the work under this agreement.
- The Letter of Credit shall be issued following the commencement of the Guarantee and shall be renewed annually in each of the 12 years representing the year's Guaranteed Energy Cost Savings. The Letter of Credit shall be in place prior to the start of each applicable year.
- The ESCo is committed to complete Phase V - Construction no later than September 30, 2024, and fully invoice and warranty the work no later than December 1, 2024.
- The ESCo shall maintain no less than a \$1,000,000 Professional Liability Insurance practice policy with a maximum deductible of \$50,000, Workers' Compensation/Employers' Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, all as specified in the Agreement.
- The ESCo is required to report monthly on SBE/MBE and M/WBE Utilization to OEO. All compliance reporting shall be submitted through the M-DCPS Online Diversity Compliance System; and
- The Agreement may be terminated by the Board by written notice when it is in the interest of the Board and the sole discretion of the Board; whereas, the ESCo may terminate the Agreement by written notice to the Board within thirty (30) calendar days after Notice of Non-Appropriation is delivered by the Board.

Project Funding:

Fund	Commitment Item	Funds Center	Program	Function	Funded Program
370000	567000	1727100	13510000	740000	01902300
371000	567000	1727100	13510000	740000	01902300
372000	568000	1727100	26510000	740000	01902300
445000	568000	1727100	54411431	740000	01902300

Prior Commissions:

The Board has commissioned Trane for the following service within the last three years:

- GUARANTEED Energy Performance Contract (GEPC) Services for PART 1 - GEPC Master Agreement
Date of Commission: 4/29/20

Principal Responsible to the Board:

The Principal designated to be directly responsible to the Board for Trane U.S. Inc., is Fernando Lagomasino, District General Manager for the Corporation's Florida District Office. The firm's local office is at 2660 N.W. 89 Court, Doral, Florida 33172.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, commission Trane U.S. Inc., as ESCo for the Guaranteed Energy Performance Contract (GEPC) Amendment No. 1 at Miami Coral Park Senior High School, Project No. 01902300, as follows:

- 1) A total fee of \$6,100,026 for the design, construction, training, full maintenance services, Measure & Verifications of ECMs, and the guarantee of the energy savings up to 12 years; and
- 2) ECMs scope and all terms and conditions as set forth in the Master Agreement, Amendment No. 1 and the body of the agenda item.

CV:cv