

RESOLUTION 2012 - 192

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE
COUNTY ADMINISTRATOR OR HIS DESIGNEE TO APPROVE
THE TERMS AND CONDITIONS AND EXECUTE AMENDMENT
NO. 3 FOR THE GUARANTEED ENERGY PERFORMANCE
SAVINGS CONTRACT WITH TRANE U.S. INC.**

WHEREAS, pursuant to Resolution No. 2011-354, the Board authorized the County Administrator to approve the terms and conditions and execute the Guaranteed Energy Performance Savings Contract with Trane U.S. Inc. for staff-identified energy efficiency improvements to County properties; and

WHEREAS, pursuant to Resolution No. 2012-34, the Board authorized the County Administrator to approve the terms and conditions and execute the first amendment to the Guaranteed Energy Performance Savings Contract with Trane U.S. Inc. so that the contract contained specific clauses as required by Chapter 287, Florida Statutes and 10 CFR 600; and

WHEREAS, pursuant to Resolution No. 2012-73, the Board authorized the County Administrator to approve the terms and conditions and execute the second amendment to the Guaranteed Energy Performance Savings Contract with Trane U.S. Inc. modifying the "Schedule A" [*Scope of Work/Installation of Equipment*]; and

WHEREAS, the proposed Amendment No. 3 for the Guaranteed Energy Performance Savings Contract with Trane U.S. Inc. modifies "Schedule D" [*Compensation to Company (Deliverables and Payment Schedule)*] and "Schedule G" [*Construction and Installation Schedule*] to accommodate engineering, evaluation and procurement of the Sawgrass WWTP and Anastasia WWTP high efficiency air supply blowers; and

WHEREAS, Florida Statute 489.145 entitled "Guaranteed Energy, Water, and Wastewater Performance Savings Contracting" provides language related to the pursuit of Guaranteed Energy Performance Savings Contracts to achieve energy conservation cost savings; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals.

The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. Authority to Approve and Execute.

The Board of County Commissioners hereby authorizes the County Administrator or his designee to approve the terms and conditions and execute the second amendment to the Guaranteed Energy Performance Savings Contract with Trane U.S. Inc.

Section 3. Correction of Errors.

To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 4. Effective Date.

This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 17th day of July 2012.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Mark P. Miner, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: 
Deputy Clerk



RENDITION DATE 7/19/12

Contract Change Order
Between
St. Johns County and Trane

For the Guaranteed Energy Performance Savings Contract
Trane Project No. PID00012494

Amendment No. 3 for the Guaranteed Energy Performance Saving Contract

This THIRD AMENDMENT to the Guaranteed Energy Savings Contract ("Amendment") is made and entered into as of the last date executed below in the County of St. Johns, State of Florida, by and between guaranteed performance savings Company, Trane U.S. Inc. ("Company"), having offices located at 8929 Western Way, Jacksonville, Florida 32256 and St Johns County, a political subdivision of the State of Florida, ("Agency") with its principal offices at 500 San Sebastian View, St Augustine, Florida 32084.

In consideration of the agreements of the parties herein contained, and other and further consideration, the receipt and sufficiency of which the parties do hereby acknowledge that Company and Customer do hereby agree as follows:

Statement(s) of Change to the Agreement

Item: 1

The Following shall constitute a modification to the Contract within "Schedule G" which is the Construction Schedule.

The first sentence shall now read: Within 340 days from Company's receipt of the Notice to Proceed pursuant to Section 4.6, Company shall have substantially completed performance of the work ("Substantial Completion").

This is to accommodate the longer than anticipated time for engineering, evaluation and procurement of the Sawgrass WWTP and Anastasia WWTP high efficiency air supply blowers. All of the other ECMs in the contract have been Substantially Completed on or before the original Construction Schedule.

Item: 2

The Following shall constitute a modification to the Contract with "Schedule D" which is the Compensation schedule.

Schedule D
Compensation to Company (Deliverable and Payment Schedule)

Project Cost and Draw Schedule to Company

Draw Number	Draw Date	Draw Percentage	Draw Amount	Total Invoiced to Date	Cumulative Net Payments
1	Upon Execution	10%	\$ 405,180	\$ 405,180	\$ 364,662.00
2	Month 2	7%	\$ 283,626	\$ 688,806	\$ 619,925.40
3	Month 3	12%	\$ 486,216	\$ 1,175,022	\$ 1,057,519.80
4	Month 4	13%	\$ 526,734	\$ 1,701,756	\$ 1,531,580.40
5	Month 5	25%	\$ 1,012,950	\$ 2,714,706	\$ 2,443,235.40
6	Month 6	18%	\$ 729,324	\$ 3,444,030	\$ 3,099,627.00
7	Month 7	3%	\$ 107,770	\$ 3,551,800	\$ 3,196,620.00
8	Month 8 (Retention)	0%	\$ 355,180	\$ 3,551,800	\$ 3,551,800.00
9	Month 11 Completion of WWTP Blowers	12%	\$ 500,000	\$ 4,051,800	\$ 4,051,800.00
	Total:	100%			

The contract amount is unchanged as a result of these Contract Modifications.
 Except as expressly provided herein, no other provisions of this Agreement are amended.

In WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Amendment No. 3, effective as of the date last executed below.

Trane U.S. Inc.

St. Johns County

By: _____
 Signature

By _____
 Signature

 Title

 Title

 Printed Name

 Printed Name

 Date

 Date