

ITEM #46

(Exhibit 5 – Revised Pages 4-7, 11, 53)

ADDITIONAL MATERIAL

REGULAR MEETING

MAY 21, 2024

SUBMITTED AT THE REQUEST OF

FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

MEMORANDUM

DATE: May 15, 2024

TO: Board of County Commissioners

THROUGH: George Tablack, Chief Financial Officer 

Digitally signed by George
Tablack
Date: 2024.05.16
13:15:41 -04'00'

FROM: Robert E. Gleason, Director
Purchasing Division

Constance Mangan,
Asst. Director, on
behalf of 
Digitally signed by Constance
Mangan, Asst. Director, on behalf
of
Date: 2024.05.15 15:31:50 -04'00'

SUBJECT: May 21, 2024 – Commission Meeting – Agenda Item No. 46
MOTION TO AWARD fixed contract to low bidder, Eau Gallie Electric, Inc., for
T3 Generator Replacement at FLL, Bid No. BLD2127825C1

Attached are revised pages 4 - 7, 11, and 53 of the Agreement (Exhibit 5) for Agenda Item No. 46, correcting certain scrivener's errors in Summary of Terms and Conditions, Article 3. Contract Time, and Article 42. Excusable Delay; Compensable; Non-Compensable. The vendor has approved the corrections.

Attachment

REG/cs/cm/lg

c: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Andrew J. Meyers, County Attorney
Robert Melton, County Auditor
Staci Montefusco, Expansion Project Administrator, Capital Improvement Projects Division,
Aviation Department

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
www.broward.org

**CONTRACT BETWEEN BROWARD COUNTY AND EAU GALLIE ELECTRIC, INC.
FOR T3 GENERATOR REPLACEMENT AT FORT LAUDERDALE-HOLLYWOOD
INTERNATIONAL AIRPORT**

Project Title:	T3 Generator Replacement at Fort Lauderdale-Hollywood International Airport
Location:	Fort Lauderdale-Hollywood International Airport
Contract Number:	BLD2127825C1
Project Number:	106506

SUMMARY OF TERMS AND CONDITIONS

Contractor:	Eau Gallie Electric, Inc.
Contractor Address:	2012 Aurora Road, Melbourne, Florida 32935
Federal Identification No.:	59-2694842

Contract Administrator:	Mariana Pitiriciu
Contract Administrator Address:	Broward County Aviation Department Fort Lauderdale-Hollywood International Airport 320 Terminal Drive, Suite 200 Fort Lauderdale, Florida 33315

Consultant:	Gresham Smith
Consultant Address:	101 NE Third Avenue, Suite 430 Fort Lauderdale, Florida 33301

Article	Description	Instructions/Unit(s)
3.2	Substantial Completion	601 Days after the Project Initiation Date in NTP 3
3.2	Final Completion	45 Days after Substantial Completion
3.3	Liquidated Damages for each calendar day after time specified in Notice to Proceed	See below
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$3,444.77 per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$1,000.00 per day
3.3, Division 1 Specifications, Section 01 1000 – 1.14	Liquidated Damages for each calendar day after the time specified in the applicable NTP:	NTP 1: Submittals, badging, and vehicle access authorization will commence with NTP 1. NTP 2 will be issued 90 calendar days thereafter. LDs - \$ 0 per

Article	Description	Instructions/Unit(s)
		day/no LDs associated with NTP 1. NTP 2: Procurement of long lead items associated with generator replacement and underground fuel tank. 449 consecutive calendar days from NTP 2. LDs - \$0 per day/no LDs associated with NTP 2. NTP 3 will not be issued, and no further work shall commence, until written confirmation of the purchase of the permanent generators and an estimated delivery date from the supplier is provided to County. NTP 3: Enabling and preparatory work associated with the generators and underground fuel tank replacement that is required to be performed prior to the installation of the new permanent generators. 405 consecutive calendar days from NTP 3. LDs - \$3,444.77 per day. NTP 4: Work associated with the generator replacement, and installation and commissioning of the new generators. 196 consecutive calendar days from NTP 4. LDs - \$3,444.77 per day. To the extent NTP 3 work and NTP 4 work overlap, any resulting LDs will not be cumulative.

Article	Description	Instructions/Unit(s)
		Overall Project Substantial Completion of T3 Generator Replacement. All of the T3 Generator Replacement Work must be commissioned and put in service and capable of being used for their intended purpose within 601 consecutive calendar days from NTP 3. LDs - \$3,444.77 per day. LDs are not cumulative.
5.2	Will Materials and equipment be stored at the Project site?	Yes, also refer to drawings, sheet C.05, note no. 14.
8.1	Is this Contract subject to Florida Department of Transportation ("FDOT") provisions?	☒ No
8.4	The Parties designate the following as the respective places for giving of notice:	For County: Broward County Aviation Department Director of Airport Development 320 Terminal Drive, Suite 200 Fort Lauderdale, Florida 33315 For Contractor: Eau Gallie Electric, Inc. 2012 Aurora Road Melbourne, Florida 32935
8.22 and 8.23	Select the sources of funding that apply to this Project:	☒ Federal funding ☐ State funding ☒ County funding
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$717.22 per day
54 (General Conditions)	☒ Disadvantaged Business Enterprise (DBE) commitment	As awarded 10 %
Allowances		1) Johnson Controls, Inc. – Building Automation System: <u>\$145,267.00</u>

Article	Description	Instructions/Unit(s)
		2) WSA Systems-Boca, LLC – Fire Alarm Life Safety System: <u>\$177,000.00</u> 3) Unforeseen Conditions: <u>\$500,000.00</u> <u>Total: \$822,267.00</u>
Contract Price		\$12,800,000.00
Notice of Award	Contract Price: Allowances: Total:	\$12,800,000.00 <u>\$ 822,267.00</u> \$13,622,267.00

Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor submits to County all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums, as may be provided for in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for Contractor's performance under this Contract. Contractor must obtain Substantial Completion of the Work within six hundred one (601) days after the Project Initiation Date specified in the third Notice to Proceed, and Final Completion within forty-five (45) days after Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadlines stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to County the sum of \$3,444.77 for each day after the time specified in the applicable Notice to Proceed, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work and obtain Final Completion within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to County the sum of \$1,000.00 for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of Contractor's failure to timely obtain Substantial Completion, Final Completion, or both; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both, is given. Liquidated damages do not address costs incurred by County or Consultant: (a) due to an audit conducted pursuant to Article 17 of the General Conditions; or (b) in having Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. Contractor is separately responsible to County for the actual costs referenced in (a) or (b) above, pursuant to Section 3.5.

to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of County or its Consultant.

ARTICLE 42. EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1. Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1. Compensable Excusable Delay. Excusable Delay is compensable when (a) the delay extends the Contract Time; (b) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors; and (c) is caused solely by fraud, bad faith or active interference on the part of County or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

County and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$717.22 per day for each day this Contract is delayed due to a Compensable Excusable Delay.