

Facilities Planning and Construction
Paul J. Phillips, Chief Facilities Officer

SUBJECT: COMMISSIONING OF THE ARCHITECTS PARTNERSHIP OF BROWN & BROWN TO PROVIDE SERVICES AS AN ARCHITECTURAL/ENGINEERING PROJECTS CONSULTANT (A/EPC) FOR A TWO-YEAR TERM FOR MISCELLANEOUS PROJECTS WITH AN ESTIMATED CONSTRUCTION COST UP TO \$500,000 EACH

Staff has completed the selection process for two (2) Architectural/Engineering Projects Consultants (A/EPC).

Twenty-one (21) firms applied and eleven (11) firms were interviewed by the A/E Service Committee. Of these eleven (11) firms, the firms of KVH Architects, P. A., and The Architects Partnership of Brown & Brown were selected.

Negotiations with the firm of The Architects Partnership of Brown & Brown regarding basic services, scope and other related terms have been successfully completed. The negotiated agreement will include the following provisions:

1. Basic Services

<u>Estimated Construction Cost</u>		<u>Fee (% of Construction Cost)</u>
<u>From</u>	<u>To</u>	
\$ -- 0 --	\$ 50,000	Hourly rate or lump sum fee
50,001	100,000	9.70%
100,001	200,000	9.20%
200,001	300,000	8.75%
300,001	500,000	8.00%

2. Re-roofing Projects

<u>Estimated Construction Cost</u>		<u>Fee (% of Construction Cost)</u>
<u>From</u>	<u>To</u>	
\$ -- 0 --	\$ 50,000	Hourly rate or lump sum fee
50,001	100,000	9.60%
100,001	200,000	9.00%
200,001	300,000	8.00%
300,001	500,000	7.60%

3. Emergency Re-roofing Projects (only utilized under Board-declared emergency instances).

<u>Estimated Construction Cost</u>		<u>Fee (% of Construction Cost)</u>
<u>FROM</u>	<u>TO</u>	
\$ 500,001	\$ 750,000	7.25%
750,001	1,000,000	6.75%
1,000,001	1,250,000	6.25%
1,250,001	1,500,000	5.75%

NOTE: A/E basic fee will be determined based on the above referenced negotiated percentages of the estimated construction cost

4. The Board and the A/EPC must agree in writing prior to the commencement of work for projects up to \$50,000 on the maximum number of hours and a not-to-exceed amount, or in the case of a lump sum fee, the amount for each applicable project.
5. The multiplier for hourly compensation was limited to 2.45. This rate is subject to audit by the Board and could be adjusted as the result of audit findings.
6. Site Visitations - At the Board's option, the A/EPC will conduct periodic on-site observation visits for the following compensation: \$220.00/visit for the A/EPC Architects and \$195.00/visit for the A/EPC Engineers.
7. Verification of existing field conditions

<u>Estimated Construction Cost</u>		<u>Lump Sum Fee</u>
<u>From</u>	<u>To</u>	
\$ -- 0 --	\$ 50,000	\$1,500
50,001	100,000	\$2,500
100,001	200,000	\$5,000
200,001	300,000	\$7,000
300,001	500,000	\$9,000
Re-roofing projects (all)		\$3,500

8. Insurance

The A/EPC will maintain at least a \$1,000,000 professional liability insurance policy with a maximum deductible of \$15,000 per claim. No reimbursement for insurance premium is included, as above fees are inclusive of insurance cost.

9. Other Agreement Conditions

The agreement provides for cancellation by the Board with or without cause, upon sixty (60) days written notice to A/EPC. The A/EPC may terminate the agreement only with cause upon sixty (60) days written notice to the Board.

The term of this agreement is for a two-year period, commencing May 13, 1999 through May 12, 2001.

The Principals/Owners of The Architects Partnership of Brown & Brown are Maida Pinero Brown and William F. Brown, Jr.

RECOMMENDED: That The School Board of Dade County, Florida commission the firm of The Architects Partnership of Brown & Brown to provide Architectural/ Engineering Projects Consultant (A/EPC) services for a two-year period, commencing May 13, 1999 through May 12, 2001 for miscellaneous projects with an estimated construction cost up to \$500,000 each.

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