

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

**SUBJECT: COMMISSIONING OF MIA CONSULTANTS TO PERFORM  
CONSTRUCTION CLAIMS CONSULTING SERVICES**

Staff has completed the selection process for consultants to perform Construction Claims Consulting Services.

Nine (9) firms applied and five (5) firms were interviewed by the Selection Committee. Of these five (5) firms, MIA Consultants was selected.

Negotiations with MIA Consultants, regarding fees, scope and other related terms have been successfully completed. The agreement will include the following negotiated provisions:

1. The negotiated fees will be paid on an agreed not-to-exceed hourly basis for the personnel required for each assignment utilizing the following hourly rates:

<u>Personnel</u>	<u>Hourly Rate</u>	<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$90.00	Estimator	\$59.00
Claims Analysis Manager	\$75.00	Quantity Take-off Personnel	\$40.00
Architect (R.A.)	\$78.00	Senior Scheduler	\$75.00
Architect Specialist	\$55.00	Scheduler	\$59.00
Engineer (P.E.)	\$78.00	Value Specialist	\$50.00
Engineer Specialist	\$55.00	Claims Analyst	\$50.00
Senior Estimator	\$75.00		

2. The agreement provides for indemnification and hold harmless provisions to the Board, its members, employees, agents, etc. by the consultant due to consultant negligent acts. The consultant shall maintain no less than a \$250,000 Commercial/General Liability insurance policy.

3. The term shall be for a two (2) year period, commencing June 21, 2000 and expiring June 20, 2002, with the second year being at the Board's option. Since the second year is at the Board's option, the one year extension must be approved and ratified by the Board prior to its commencement. REVISED

The Principal/Owner for MIA Consultants is Ralph Rocheteau.

RECOMMENDED: That The School Board of Miami-Dade County, Florida:

- 1) commission the firm of MIA Consultants to perform Construction Claims Consulting Services for a two (2) year term, commencing June 21, 2000 and expiring June 20, 2002, with the second year being at the Board's option, for the above negotiated provisions. Since the second year is at the Board's option, the one year extension must be approved and ratified by the Board prior to its commencement; REV D
- 2) the agreement provides for cancellation by the Board with or without cause, upon thirty (30) days written notice to consultant. The consultant may terminate the agreement only with cause upon thirty (30) days written notice to the Board; and
- 3) the total billings under this contract are not to exceed \$300,000 per year, without obligation by the Board to expend any specific amount.

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