

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

**SUBJECT: COMMISSIONING OF LIVS ASSOCIATES TO PROVIDE SERVICES AS AN ARCHITECTURAL/ ENGINEERING PROJECTS CONSULTANT (A/EPC) FOR MISCELLANEOUS PROJECTS WITH AN ESTIMATED CONSTRUCTION COST UP TO \$500,000 EACH**

Staff has completed the selection process for three (3) Architectural/Engineering Projects Consultants (A/EPC).

Nineteen (19) firms applied and thirteen (13) firms were interviewed by the A/E Service Committee. Of these thirteen (13) firms, the firm of LIVS Associates was one of the three firms selected.

Negotiations with the firm of LIVS Associates 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	10.25%
100,001	200,000	9.50%
200,001	300,000	9.00%
300,001	500,000	8.25%

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	9.50%
100,001	200,000	8.30%
200,001	300,000	7.80%
300,001	500,000	7.40%

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	7.00%
750,001	1,000,000	6.50%
1,000,001	1,250,000	6.25%
1,250,001	1,500,000	6.00%

**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: \$250.00/visit for the A/EPC Architects and Engineers.
7. Verification of existing field conditions

<u>Estimated Construction Cost</u>		<u>Hourly Not-to-Exceed Lump Sum Fee</u>
<u>From</u>	<u>To</u>	
\$ - 0 -	\$ 50,000	\$ 1,750
50,001	100,000	3,000
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 \$25,000. 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 shall be for a two (2) year period, commencing July 19, 2000 and expiring July 18, 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.

The Principals/Owners of LIVS Associates are Osvaldo L. Landera, Hector S. Vergara, Paul Ingelmo and Carlos A. Alvarez.

**RECOMMENDED:**

That The School Board of Dade County, Florida:

- 1) commission the firm of LIVS Associates to provide services as an Architectural/ Engineering Projects Consultant (A/EPC) for miscellaneous projects with an estimated construction cost up to \$500,000 each;
- 2) the term shall be for a two (2) year period, commencing July 19, 2000 and expiring July 18, 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; and
- 3) the agreement provides for cancellation by the Board with or without cause, upon sixty (60) days written notice to consultant. The consultant may terminate the agreement only with cause upon sixty (60) days written notice to the Board.

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