

Business Operations
J.E. Surash, P.E., Chief Business Officer

**SUBJECT: COMMISSIONING OF EARL HAGOOD, INC., BAY TO BAY
BALANCING, INC. AND PRO-AIR CO., TO PROVIDE HEATING,
VENTILATION AND AIR CONDITIONING TEST AND BALANCE
SERVICES FOR A FOUR-YEAR TERM**

COMMITTEE: FACILITIES MANAGEMENT

Staff has completed the selection process for consultants to provide Heating, Ventilation and Air Conditioning (HVAC) Test and Balance (T&B) Services. Three (3) firms applied and on April 7, 2004, the Selection Committee interviewed and ranked the following three (3) firms:

- Earl Hagood, Inc.
- Bay to Bay Balancing, Inc.
- Pro-Air Co.

The Selection Committee was comprised of the following individuals:

COMMITTEE MEMBERS:

Lissette Gonzalez
John Neblett
William Barroso
Dennis Caserta
Ed Beraldi
Soraya Guerra (non-voting)

REPRESENTING:

A/E Selection, Negotiations & Design Mngt.
Capital Improvement Projects
Office of Maintenance
Division of Business Development & Assistance
Office of Educational Facilities Compliance
Office of Management & Compliance Audits

The three (3) firms above were selected for this contract. Negotiations with the selected firms regarding fees, scope and other related terms have been successfully completed.

- A. These agreements will be for a four year term commencing on May 19, 2004 through May 18, 2008, with the second, third and fourth years at the Board's option without obligation by the Board to assign a minimum number of projects nor minimum amount fee to any one consultant. The negotiated fees for new construction will be paid on an agreed lump sum fee for the pre-construction and closeout services and on an agreed fee per square foot of building for test and balance services.

**REPLACEMENT
E -26**

The negotiated fee for work on existing facilities or for consultation and troubleshooting services will be paid on an agreed not-to exceed hourly basis, for the personnel required for each assignment utilizing the hourly rates listed below. These fees will be adjusted annually. The fee adjustments (for each year) will be based on the Consumer Price Index. The negotiated agreement will include the following negotiated provisions:

A.1 Earl Hagood, Inc.

<u>Facility Type</u>	<u>Type of Services</u>		
	<u>Pre-Construction</u>	<u>Test & Balance</u>	<u>Closeout</u>
Primary Learning Center	\$ 973	\$ 0.25/SF	\$ 649
Elementary School	\$ 2,867	\$ 0.23/SF	\$ 1,912
K-8 School	\$ 5,000	\$ 0.22/SF	\$ 1,898
Middle Learning Center	\$ 1,845	\$ 0.23/SF	\$ 1,231
Middle School	\$ 4,800	\$ 0.21/SF	\$ 2,800
Senior School	\$11,590	\$ 0.20/SF	\$ 5,000

Existing Facilities

<u>Personnel</u>	<u>Hourly Rate</u>
Technician	\$ 65
Technician Assistant	\$ 45

Consultation and Troubleshooting

<u>Personnel</u>	<u>Hourly Rate</u>
Technician	\$ 65
Technician Assistant	\$ 45

The Principal/Owner for Earl Hagood, Inc., responsible for the agreement is Earl Vernon Hagood. The firm is located at 897 SW 67 Avenue, Miami, FL 33144.

The Board has commissioned the firm of Earl Hagood, Inc., for the following within the last three years:

- Two (2) year term contract to provide HVAC test and balance services commissioned on January 16, 2002. The total work orders issued to date for this contract is \$ 536,589.

The most recent overall performance evaluation score issued by staff to Earl Hagood, Inc., was for the quarter ending March 2004. Based on a performance scale of 1-5, the firm received a score of 3.65.

A.2 Bay to Bay Balancing, Inc.

New Construction		Type of Services	
<u>Facility Type</u>	<u>Pre-Construction</u>	<u>Test & Balance</u>	<u>Closeout</u>
Primary Learning Center	\$ 1,450	\$ 0.23/SF	\$ 1,200
Elementary School	\$ 3,300	\$ 0.21/SF	\$ 2,000
K-8 School	\$ 4,300	\$ 0.22/SF	\$ 2,200
Middle Learning Center	\$ 2,550	\$ 0.22/SF	\$ 1,400
Middle School	\$ 4,800	\$ 0.20/SF	\$ 2,400
Senior School	\$ 6,000	\$ 0.19/SF	\$ 3,000

Existing Facilities	
<u>Personnel</u>	<u>Hourly Rate</u>
Technician	\$ 65
Technician Assistant	\$ 45

Consultation and Troubleshooting	
<u>Personnel</u>	<u>Hourly Rate</u>
Technician	\$ 65
Technician Assistant	\$ 45

The Principal/Owner for Bay to Bay Balancing, Inc., responsible for the agreement is William Carson Judge. The firm is located at 14819 N. 12th Street, Lutz, FL 33549.

The Board has not previously commissioned the firm of Bay to Bay Balancing, Inc.

A.3 Pro-Air Co.

New Construction		Type of Services	
<u>Facility Type</u>	<u>Pre-Construction</u>	<u>Test & Balance</u>	<u>Closeout</u>
Primary Learning Center	\$ 500	\$ 0.25/SF	\$ 500
Elementary School	\$ 1,500	\$ 0.23/SF	\$ 1,500
K-8 School	\$ 2,500	\$ 0.22/SF	\$ 2,500
Middle Learning Center	\$ 750	\$ 0.23/SF	\$ 750
Middle School	\$ 2,500	\$ 0.20/SF	\$ 2,500
Senior School	\$ 6,000	\$ 0.20/SF	\$ 3,000

Existing Facilities	
<u>Personnel</u>	<u>Hourly Rate</u>
Technician	\$ 55
Technician Assistant	\$ 35

Consultation and Troubleshooting

<u>Personnel</u>	<u>Hourly Rate</u>
Technician	\$ 55
Technician Assistant	\$ 35

The Principal/Owner for Pro-Air Co., responsible for the agreement is Velimir Mike Stanimirovic. The firm is located at 9999 NE 2nd Avenue, Suite 202, Miami Shores, FL 33138.

The Board has commissioned the firm of Pro-Air Co., for the following within the last three years:

- Two (2) year term contract to provide HVAC test and balance services commissioned on February 13, 2002. The total work orders issued to date for this contract is \$ 124,032.

The most recent overall performance evaluation score issued by staff to Pro-Air Co., was for the quarter ending March 2004. Based on a performance scale of 1-5, the firm received a score of 3.50.

- B. The agreements provide for indemnification and hold harmless provisions to the Board and its members, officials, officers and employees by the consultant due to the consultant's negligent acts. The consultant will maintain no less than a \$300,000 Commercial General Liability insurance policy and a \$300,000 Automobile Liability insurance policy.
- C. The agreements may be terminated by the Board, with or without cause, upon thirty (30) days written notice to the consultant. The consultant may terminate the agreement, with cause only, upon thirty (30) days written notice to the Board.

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

- a) commission the firms of Earl Hagood, Inc., Bay to Bay Balancing, Inc. and Pro-Air Co. to provide heating, ventilation and air conditioning (HVAC) test and balance (T&B) services for a four-year term, commencing on May 19, 2004 through May 17, 2008, with the second, third and fourth years at the Board's option based on the above negotiated fees with annual adjustments based on the Consumer Price Index (CPI) and without obligation by the Board to assign a minimum number of projects nor minimum amount fee to any one consultant;
- b) provide for indemnification and hold harmless provisions to the Board and its members, officials, officers and employees by the consultant due to the consultant's negligent acts. The consultant will maintain no less than a \$300,000 Commercial General Liability insurance policy and a \$300,000 Automobile Liability insurance policy; and
- c) provide for termination by the Board, with or without cause, upon thirty (30) days written notice to the consultant. The consultant may terminate the agreement, with cause only, upon thirty (30) days written notice to the Board.

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