

Office of School Facilities
Rose Diamond, Chief Facilities Officer

SUBJECT: COMMISSIONING OF AVART, INC., AS SPECIAL PROJECTS CONSULTANTS (SPC) - CIVIL ENGINEERING DESIGN SERVICES FOR MISCELLANEOUS PROJECTS UP TO \$1.0 MILLION EACH FOR A FOUR-YEAR TERM

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

Introduction

Staff has completed the selection process for consultants to provide Special Projects Consultant to provide Civil Design Services, for miscellaneous projects in which the construction cost estimates do not exceed the current statutory limit of \$1.0 million. These firms will be contracted for a period of four (4) years, with the second, third and fourth years at the Board's option.

Six (6) firms applied and on July 17, 2006, the Selection Committee interviewed and ranked the three firms (3) firms:

- Avart, Inc. (Avart)
- Precision Engineering & Surveying, Inc. (Precision)
- Tasnim Uddin & Associates International, Inc. (TU)

The Selection Committee was comprised of the following individuals:

Committee Members

Representing

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|---------------------------------|---|
| • Bagwan Gupta | Office of the Superintendent |
| • Jorge Bonsenor | Office of Facilities Operations Maintenance |
| • Ed Beraldi | Office of Facilities Operations Maintenance |
| • J. F. Contijoch | A/E Selection, Negotiations & Design Management |
| • Julian Garcia | Office of Facilities Operations Maintenance |
| • Patricia Freeman (Non-voting) | Division of Business Development & Assistance |
| • Nelly Fuentes-Lacayo | Office of Management and Compliance Audits |

Of the above, the firm of Avart was selected for these contracts. Tasnim Uddin & Associates International formally requested to withdraw from the interviews.

The negotiated fees for Basic Services are based on a percentage of the construction budget, as approved by staff, prior to the start of each project. Individual work orders

will be issued for required services based on percentage fee converted to lump sum fee. At the option of the Board designee, the SPC will conduct on-site observations (site visits) and/or additional project meetings during construction at pre-negotiated rates. Negotiations with Avart have been successfully completed as follows:

Terms and Conditions

A. Basic Services

BASIC SERVICES FEE SCHEDULE				
CONSTRUCTION BUDGET	FULL DESIGN SERVICES		PHASE II / III ONLY	
	DESIGN SERVICES ONLY	DESIGN SERVICES AND CONSTRUCTION ADMINISTRATION	DESIGN SERVICES ONLY	DESIGN SERVICES AND CONSTRUCTION ADMINISTRATION
Up to \$50,000	HRLY / LS	HRLY / LS	HRLY / LS	HRLY / LS
\$ 50,001 to \$ 100,000	8.50%	10.50%	8.00%	10.00%
\$ 100,001 to \$ 200,000	8.00%	9.75%	7.50%	9.00%
\$ 200,001 to \$ 300,000	7.50%	9.25%	7.00%	8.25%
\$ 300,001 to \$ 500,000	6.75%	8.13%	6.50%	7.50%
\$ 500,001 to \$ 750,000	6.50%	7.75%	6.25%	7.00%
\$ 750,001 to \$1,000,000	6.25%	7.00%	6.00%	6.50%

SPC AND DESIGNATED SPECIALISTS (*)	Site Visits \$ 250 / Visit	Additional Project Meetings \$ 250 / Visit	Hourly Rates \$ 125
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(*) Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Civil Engineer and Landscape Architect

FEE SCHEDULE FOR SITE ADAPTATION FOR THE RELOCATION OF PORTABLES		
Task	Lump Sum 1-5 Portables	Lump Sum 6-10 Portables
Project Scope Meeting	\$ 250	\$ 300
Site Visit / Summary Report	\$ 300	\$ 360
Specific Purpose Survey - Topographic / Elevation	\$ 850	\$ 990
Re-survey due to Alternate Location	\$ 250	\$ 300

FEE SCHEDULE FOR SITE ADAPTATION FOR THE RELOCATION OF PORTABLES		
Task	Lump Sum 1-5 Portables	Lump Sum 6-10 Portables
Final Finish Floor Elevation Certification	\$ 200	\$ 250
Geotechnical Engineering Services - Soil Boring Tests (1 to 3 borings at 15' deep)	\$ 850	\$ 1,000
Geotechnical Engineering Services - Engineer Re-evaluation for future use	\$ 250	\$ 250
Site Plan	\$ 730	\$ 1,020
Prototypical Foundation Design (if requested)	\$ 985	\$ 985
Miscellaneous Coordination	\$ 225	\$ 275
Record Drawings (including utility connections)	\$ 400	\$ 485

B. Other Terms and Conditions

- The term of the Agreement is for a four-year period, commencing November 21, 2006 through November 20, 2010, with the second, third and fourth years at the Board's option.
- In the absence of record drawings, compensation for services performed for the development of record drawings and verification of existing field conditions will be based on a not-to-exceed hourly rate basis as follows:

RECORD DRAWINGS AND EXISTING CONDITIONS VERIFICATION		
CONSTRUCTION BUDGET		Hourly Rates Not-to-Exceed LS Fee
From	To	
\$ - 0 -	\$ 250,000	\$ 2,500
\$ 250,001	\$ 500,000	\$ 5,000
\$ 500,001	\$ 750,000	\$7,500
\$ 750,001	\$ 1,000,000	\$10,000

- For study activities with professional fees of up to \$50,000, the board and the SPC must agree, in writing, prior to the commencement of the work, 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.

- The provisional multiplier for hourly compensation shall be limited to **2.45**. This rate is subject to audit by the Board and may be adjusted as the result of audit findings. If so, any changes would be submitted to the Board for final approval.
- The multiplier for Direct Personnel Expense, for assignment of SPC technical staff (i.e. Architects, Engineers, Project Managers and Field Representatives) to specific projects and working in offices other than the SPC's office, shall be limited to a **1.70** multiplier times the actual hourly rates.
- The Agreement provides for indemnification and hold harmless provisions to the Board and its employees by the consultant due to consultant's negligence. The consultant shall maintain at least a \$1,000,000 Professional Liability insurance policy with a maximum deductible of \$25,000 per claim. These limits and terms are as recommended by the District's Office of Risk & Benefits Management.
- The Agreement may be terminated by the Board, with or without cause, upon thirty (30) days written notice to the SPC; whereas, the SPC may terminate the agreement with cause only upon thirty (30) days written notice to the Board.
- The Board is under no obligation to assign a minimum number of work orders or to compensate a minimum amount of professional fees to any one SPC firm.
- Avart has agreed to the terms and conditions of the Agreement and will commence services upon Board commissioning.

Prior Commissioning & Performance Evaluation

The Board has commissioned Avart, Inc. for the following projects and/or continuing contracts within the last three years:

- Deferred Maintenance Package #27, Renovations, Maintenance and Repairs at Miami Springs Middle, Project No. 00263300
A/E Services
Date Commissioned: July 12, 2006
- Deferred Maintenance Package #9, General Repairs and Rehabilitation at Miami Palmetto Senior, Project No. 00264300
A/E Services
Date Commissioned: March 15, 2006
- Deferred Maintenance Package #19, Renovations, Maintenance and Repairs at Sunset Elementary, Project No. 00261700
A/E Services
Date Commissioned: February 15, 2006

- Special Projects Consultant (SPC) – Structural Engineering Services for Miscellaneous Projects up to \$1 million construction cost each for a four-year term

Date Commissioned: February 16, 2005

The most recent overall performance evaluation score issued by staff to Avart was for the quarter ending December 2005. Based on a scale of 1-5, the firm received a score of 3.36 for A/E services and 4.00 for Consultant Services.

The Principal/Owner designated to be directly responsible to the Board for Avart is Luis Olivares. The firm is located at 1150 Northwest 72nd Avenue Suite 350, Miami, FL 33126

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission the firms of Avart, Inc., as Special Projects Consultant (SPC) – Civil Engineering Design Services for Miscellaneous Projects of up to \$1.0 million each for a four-year term commencing on November 21, 2006, through November 20, 2010, as follows:

- 1) Negotiated fees based on the above schedules of fees; and
- 2) other terms and conditions as set forth in the body of the agenda item and the Agreement.