

Office of School Facilities
Jaime G. Torrens, Temporary Chief Facilities Officer

SUBJECT: COMMISSIONING OF WOLFBERG ALVAREZ & PARTNERS AS SPECIAL PROJECTS CONSULTANT (SPC) - MECHANICAL ENGINEERING SERVICES FOR MISCELLANEOUS PROJECTS UP TO \$1.0 MILLION EACH FOR A FOUR-YEAR TERM

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Introduction

Staff has completed the selection process for one or more Special Projects Consultants to provide Mechanical Engineering Services for miscellaneous projects in which the construction cost estimates do not exceed the current statutory limit of \$1 million. The term of the contract will be four years, with the second, third and fourth years at the Board's option.

Four firms applied and were evaluated. Two firms were invited for interviews. The third firm, Johnson, Avedano, Lopez, Rodriguez & Walewski Engineering Group, Inc., has an existing contract for SPC Mechanical Engineering Services and therefore was not considered. The fourth firm, El Team, Inc., did not meet the minimum requirements of the Request for Qualifications.

On March 15, 2007 the Selection Committee interviewed and ranked the two firms as follows:

1. Wolfberg Alvarez & Partners
2. Fraga Engineers

The Selection Committee was comprised of the following individuals:

<u>Committee Member</u>	<u>Representing</u>
Dr. Bhagwan Gupta, Admin. Director	Office of the Superintendent
Francis Hoar, Admin. Director	Maintenance Operations
Jorge Dorrbecker, Director I	Maintenance Operations
Eduardo Beraldi, Sr. Project Manager	Maintenance Operations
Carlton Crawl, Analyst III, A/E Selection	A/E Selection, Negotiations & Design Mgmt.

Wolfberg Alvarez & Partners (Wolfberg), the top-ranked firm, was selected as the Special Projects Consultant (SPC) to provide Mechanical Engineering Services.

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 (LS) fee. At the Board designee's option, the SPC will conduct on-site observations (site visits) and/or additional project meetings during construction at agreed upon rates. Negotiations with Wolfberg have been successfully completed as follows:

Terms and Conditions

A. Basic Services

Basic Services Fees include all required services and consultants, unless otherwise noted in a specific Work Order. Basic Services fees shall be paid based on the percentage of completion in accordance with the Agreement.

BASIC SERVICES FEE SCHEDULE				
CONSTRUCTION BUDGET	FULL DESIGN SERVICES		PHASE II / III ONLY	
	DESIGN SERVICES ONLY	DESIGN SERVICE AND CONSTRUCTION ADMINISTRATION	DESIGN SERVICES ONLY	DESIGN SERVICE AND CONSTRUCTION ADMINISTRATION
Up to \$50,000	HRLY / LS	HRLY / LS	HRLY / LS	HRLY / LS
\$ 50,001 to \$ 100,000	7.88%	10.50%	7.50%	10.00%
\$ 100,001 to \$ 200,000	7.31%	9.75%	6.75%	9.00%
\$ 200,001 to \$ 300,000	6.94%	9.25%	6.25%	8.25%
\$ 300,001 to \$ 500,000	6.38%	8.13%	5.50%	7.50%
\$ 500,001 to \$ 750,000	5.81%	7.75%	5.00%	7.00%
\$ 750,001 to \$1,000,000	5.25%	7.00%	4.65%	6.50%

SPC AND DESIGNATED SPECIALISTS (*)	Site Visits \$ 250 / Visit	Additional Project Meetings 250 / Visit	Hourly Rates \$ 125
------------------------------------	-------------------------------	--	------------------------

(*)Mechanical Engineer (SPC), Architect, Electrical Engineer, Structural Engineer, Civil Engineer and Landscape Architect

B. Other Terms and Conditions

- The term of the Agreement is four years, commencing April 18, 2007 and terminating April 17, 2011, with the second, third and fourth year renewals 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 own offices, 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 Board, with or without cause, upon thirty (30) days written notice to consultant; whereas, the consultant 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 projects nor to compensate a minimum amount to any one SPC firm.

- The firm has agreed to the Terms and Conditions of the Agreement and will commence services upon commissioning by the Board.

Prior Commissioning & Performance Evaluation

The Board has commissioned Wolfberg Alvarez & Partners for the following projects and/or continuing contracts within the last three years:

- Single & Multi-story Prototype Buildings (a.k.a. Modulares) to Increase Capacity to Relieve Overcrowding at Various Locations Throughout the District

A/E Services

Date Commissioned: November 17, 2004

- Relocatable Classroom Replacement, Project No. A0025

DCP Services

Date Commissioned: January 16, 2002

(Amendment to Convert from DCP to A/E Services: March 17, 2004)

The most recent overall performance evaluation score issued by staff to Wolfberg was for the quarter ending December 31, 2006. Based on a scale of 1-5, the firm received a score of 4.80 for A/E services.

Principal

The Principal/Owner designated to be directly responsible to the Board for Wolfberg Alvarez & Partners is Julio Alvarez. The firm is located at 1500 San Remo Avenue, Suite 300, Coral Gables, Fl. 33146.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission Wolfberg Alvarez & Partners as Special Projects Consultant (SPC) - Mechanical Engineering Services for Miscellaneous Projects up to \$1 million each, for a four-year term, 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.

NAD:CC:cc