

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

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

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

**LINK TO
STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

Staff has completed the selection process for consultants to provide Heating, Ventilation and Air Conditioning (HVAC) Test and Balance (T&B) Services. Five (5) firms applied, two (2) did not comply with the requirements of the RFQ. On November 7, 2008, the Selection Committee interviewed and ranked the following three (3) firms:

- Earl Hagood, Inc.
- Enviro Team Group, Inc
- Bay to Bay Balancing, Inc

The Selection Committee was comprised of the following individuals:

COMMITTEE MEMBERS:

REPRESENTING:

Raul Perez, Executive Director
Administrative Office of Construction

Office of the Superintendent

Alfredo Sardinias, Supervisor II
District Inspections, Operations and EMI

Office of School Facilities – Business

Eduardo Lopez, Project Manager II
Capital Improvements

Office of School Facilities – Construction

Jorge Dorrbecker, Director I
Facilities Operations

Office of School Facilities – Maintenance

Cesar Gomez, Sr. Bldg. Code Inspector
Educational Facilities Compliance

Office Educational Facilities Compliance

Octavio Suarez, Analyst III (non-voting)
A/E Selection, Negotiations & Design Mngt.

A/E Selection, Negotiations & Design Mngt.

The firm of Enviro Team Group, Inc. elected not to participate in the negotiations. Staff successfully completed negotiations with Earl Hagood, Inc. and Bay to Bay Balancing, Inc. as follows:

TERMS & CONDITIONS:

These agreements will be for a four year term commencing on January 14, 2009 through January 13, 2013, 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 a minimum fee to any one consultant.

- A. The negotiated fees for new construction will be paid on an agreed lump sum fee for pre-construction and closeout services and on an agreed fee per square foot of building for inspections/test & balance services. Refer to Schedule "A".
- B. The negotiated fee for Test & Balance and Troubleshooting services for existing facilities will be paid on an agreed to equipment specific Unit Prices. Refer to Schedule "B".
- C. The negotiated fees for HVAC Commissioning and Fundamental LEED Commissioning for new construction will be paid on an agreed lump sum fee for Pre-Construction, Commissioning Plan, Final Commissioning Report and Warranty services. Inspections and Testing services will paid on an agreed fee per square foot. Refer to Schedule "C".
- D. The negotiated fees for HVAC Commissioning for existing facilities will be paid on an agreed lump sum fee for Consultation, Troubleshooting, Commissioning Plan and Final Commissioning Report, Warranty services. Corrective Work, Inspections and Testing will be paid on an agreed fee per square foot. Refer to Schedule "C".
- E. The negotiated Hourly Fee will apply for all services for new construction under 5,000 square feet. The Hourly Rates listed in the Fee Schedules, will be adjusted annually. The fee adjustments (for each year) will be based on the Consumer Price Index.
- F. 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 consultants will maintain no less than a \$500,000 Commercial General Liability insurance policy and a \$500,000 Automobile Liability insurance policy.
- G. 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.

H. The firms have agreed to all the terms and conditions of the Agreement and will commence services upon Board commissioning.

FEE SCHEDULES:

The agreement with Earl Hagood, Inc. will include the following negotiated provisions:

Earl Hagood, Inc.

SCHEDULE "A": HVAC T&B - NEW FACILITITES				Earl Hagood, Inc.
FACILITY TYPE	TYPE OF SERVICE			
	Pre- Construction	Inspections / T&B	Closeout	
	LUMP SUM	PER N.S.F.	LUMP SUM	
ADDITION (A) (+/-5,000nsf - +/-35,000nsf)	\$1,100	\$0.25	\$750	
ADDITION (B) (+/-35,000nsf - +/-60,00nsf)	\$1,640	\$0.24	\$1,038	
PRIMARY LEARNING CENTER (PLC) EARLY CHILDHOOD CNTR (ECC) (+/-15,000nsf - +/-45,000nsf)	\$1,140	\$0.25	\$840	
ELEMENTARY SCHOOL (+/-36,000nsf - +/-125,000nsf)	\$2,440	\$0.23	\$2,100	
ELEMENTARY Prototype Re-Use* (+/-36,000nsf - +/-125,000nsf)	\$1,220	\$0.23	\$1,050	
K-8 SCHOOL (+/-115.500nsf - +/-160,000nsf)	\$2,630	\$0.22	\$2,200	
K-8 SCHOOL Prototype Re-Use * (+/-115.500nsf - +/-160,000nsf)	\$1,315	\$0.22	\$1,100	
MIDDLE LEARNING CENTER (MLC) (+/-35,000nsf - +/-65,000nsf)	\$1,449	\$0.23	\$1,292	
MLC Prototype Re-Use * (+/-35,000nsf - +/-65,000nsf)	\$1,140	\$0.23	\$646	
MIDDLE SCHOOL (+/-125,000nsf - +/-155,000nsf)	\$2,688	\$0.21	\$2,938	
MDL SCHOOL Prototype Re-Use * (+/-125,000nsf - +/-175,000nsf)	\$1,344	\$0.21	\$1,469	
SENIOR HIGH SCHOOL (A) (+/-180,000nsf - +/-250,000nsf)	\$4,850	\$0.20	\$3,667	
SENIOR HIGH SCHOOL (B) (+/-250,000nsf - +/-400,000nsf)	\$7,130	\$0.19	\$4,147	
HOURLY RATE (See Notes)	FEE (\$/hr)			
TBC Test Technician	\$76			
TBC Assistant	\$51			
NOTES:				
1) Hourly Rate for services not defined in the Agreement and for project under 5,000 net square feet (nsf)				
2) All services performed using Hourly Rates must be agreed to, in writing, prior to issuance of Work Order				
3) * Refers to firms with previous project experience with the same type of prototype.				

SCHEDULE "B": HVAC T&B - EXISTING FACILITIES

Earl Hagood, Inc.

Equipment Type / Type of Service	LUMP SUM UNIT PRICE FEE			
	\$/Unit (1 Unit)	\$/Unit (2 to 10)	\$/Unit (11 to 20)	\$/Unit (> 21)
1) Chilled Water Air Handling Unit (AHU) (Up to 10,000 CFM)	\$1,140	\$820	\$800	\$770
2) Chilled Water Air Handling Unit (AHU) (>10,000 CFM)	\$1,325	\$1,000	\$950	\$900
3) DX Air Handling Unit(AHU) w/ Condensing Unit (Up to 10,0 Tons)	\$1,140	\$870	\$860	\$830
4) DX Air Handling Unit (AHU) w/ Condensing Unit (>10,0 Tons)	\$1,200	\$920	\$950	\$900
5) Variable Air Volume (VAV) Box	\$125	\$85	\$85	\$85
6) Water Cooled Chiller (Up to 200 Tons)	\$1,275	\$1,120	NA	NA
7) Water Cooled Chiller (> 200 Tons)	\$1,300	\$1,120	NA	NA
8) Air Cooled Chiller (Up to 200 Tons)	\$1,190	\$980	NA	NA
9) Air Cooled Chiller (> 200 Tons)	\$1,190	\$980	NA	NA
10) Cooling Tower (Up to 200 Tons)	\$1,190	\$980	NA	NA
11) Cooling Tower (>200 Tons)	\$1,190	\$980	NA	NA
12) Water Pumps	\$275	\$250	\$250	\$250
13) Fan Coil Units / Unit Ventilator	\$320	\$280	\$250	\$225
14) Roof Top Unit	\$740	\$720	\$700	\$700
15) Registers / Grilles	\$45	\$45	\$45	\$45
16) Fans (Exhaust/Supply)	\$160	\$155	\$150	\$145
17) Kitchen Hoods System (Including Supply / Exhaust Fans)	\$450	\$440	\$435	\$430
18) Outside Air Pre-Treatment Units	\$550	\$534	\$524	\$514
19) Electric Duct Heater	\$125	\$65	\$65	\$65
20) Exhaust Fans (Belt Driven)	\$160	\$155	\$150	\$145
21) Exhaust Fans (Ceiling) Direct Drive	\$65	\$50	\$50	\$50
22) Make-Up Fans (Belt Driven)	\$160	\$155	\$150	\$145
23) Supply Fans (Belt Driven)	\$160	\$155	\$150	\$145
24) Duct Pressure Test	\$350	\$325	\$300	\$275
23) Duct Transverse	\$350	\$240	\$235	\$230
TROUBLESHOOTING	FEE (Lump Sum)			
Basic Fee (See Notes)	\$1,160			
Hourly Rate (See Notes)	FEE (\$/hr)			
TBC Test Technician	\$76			
TBC Assistant	\$51			
NOTES:				
1) Unit Price includes T&B services and Closeout.				
2) Hourly Rate is to be used for work not defined in the Fee Schedule and must be agreed to, in writing, prior to issuing of Work Order.				
3) Basic Fee for TROUBLESHOOTING shall be based on one (1) TBC Test Technician & one (1) TBC Assistant for eight (8) Hours inclusive of travel time, equipment, a written Deficiency Report, recommended corrective action(s), associated cost/schedule for correcting the deficiency(s) and re-inspection. Refer to NOTE #2 for any TROUBLESHOOTING fees in excess of one day.				

SCHEDULE "C": COMMISSIONING				Earl Hagood, Inc.
NEW FACILITIES	TYPE OF SERVICES			COMMENTS
HVAC COMMISSIONING (Cx)	Pre-Const. Services/ Commissioning Plan	Inspection/ Testing	Final Commissioning Report/ Warranty	F.S. 255.2575 Energy Efficient and Sustainable Bldg
	Lump Sum	Per nsf	Lump Sum	
5,000 nsf - 100,000 nsf	\$4,800	0.22	\$2,800	
100,001 nsf - 200,00 nsf	\$8,500	0.20	\$6,180	
200,001 nsf - 300,000 nsf	\$12,500	0.19	\$9,140	
300,001 nsf > 400,000 nsf	\$19,730	0.19	\$10,200	
FUNDAMENTAL LEED (Cx)	Lump Sum	Per nsf	Lump Sum	F.S. 255.2575 Energy Efficient and Sustainable Bldg.
5,000 nsf - 100,000 nsf	\$6,000	0.23	\$3,500	Credits pertaining to E.H.I. related field
100,001 nsf - 200,00 nsf	\$1,400	0.23	\$6,500	
200,001 nsf - 300,000 nsf	\$2,800	0.22	\$13,450	
300,001 nsf > 400,000 nsf	\$3,200	0.22	\$13,800	
EXISTING FACILITY	Consultation/ Troubleshooting/ Commissioning Plan	Corrective Work/ Inspections/ Testing	Final Commissioning Report/ Warranty	COMMENTS
HVAC COMMISSIONING (Cx)	Lump Sum	Per nsf	Lump Sum	F.S. 255.2575 Energy Efficient and Sustainable Bldg.
5,000 nsf - 100,000 nsf	\$3,600	\$0.23	\$3,000	
100,001 nsf - 200,000 nsf	\$7,500	\$0.23	\$4,270	
200,001 nsf - 300,000 nsf	\$9,600	\$0.22	\$6,390	
300,001 nsf > 400,000 nsf	\$12,100	\$0.22	\$8,100	
NOTES:				
1) Hourly Rate for services not defined in the Agreement and for projects under 5,000 net square feet (nsf).				
2) All services performed using Hourly Rates must be agreed to, in writing, prior to issuance of work order.				

Principal

The Principal/Owner for Earl Hagood, Inc., responsible to the Board is Roger White. The firm is located at 897 SW 67 Avenue, Miami, FL 33144.

Prior Commissions & Performance Evaluation

- The Board has commissioned the firm of Earl Hagood, Inc., for the following contract within the last four years: Four (4) year term contract, with two (2) extensions, to provide HVAC T&B services commissioned on May 19, 2004.
- The most recent overall performance evaluation score issued by staff to Earl Hagood, Inc., was for the quarter ending September 2008. Based on a performance scale of 1-5, the firm received a score of 3.94.

The agreement with Bay to Bay Balancing, Inc. will include the following negotiated provisions:

Bay to Bay Balancing, Inc.

SCHEDULE "A": HVAC T&B - NEW FACILITITES		Bay to Bay Balancing, Inc.	
FACILITY TYPE	TYPE OF SERVICE		
	Pre- Construction	Inspections / T&B	Closeout
	LUMP SUM	PER N.S.F.	LUMP SUM
ADDITION (A) (+/-5,000nsf - +/-35,000nsf)	\$1,100	\$0.25	\$750
ADDITION (B) (+/-35,000nsf - +/-60,000nsf)	\$1,640	\$0.24	\$1,038
PRIMARY LEARNING CENTER (PLC) EARLY CHILDHOOD CNTR (ECC) (+/-15,000nsf - +/-45,000nsf)	\$1,140	\$0.25	\$840
ELEMENTARY SCHOOL (+/-36,000nsf - +/-125,000nsf)	\$2,440	\$0.23	\$2,100
ELEMENTARY Prototype Re-Use* (+/-36,000nsf - +/-125,000nsf)	\$1,220	\$0.23	\$1,050
K-8 SCHOOL (+/-115,500nsf - +/-160,000nsf)	\$2,630	\$0.22	\$2,200
K-8 SCHOOL Prototype Re-Use * (+/-115,500nsf - +/-160,000nsf)	\$1,315	\$0.22	\$1,100
MIDDLE LEARNING CENTER (MLC) (+/-35,000nsf - +/-65,000nsf)	\$1,449	\$0.23	\$1,292
MLC Prototype Re-Use * (+/-35,000nsf - +/-65,000nsf)	\$1,140	\$0.23	\$646
MIDDLE SCHOOL (+/-125,000nsf - +/-155,000nsf)	\$2,688	\$0.21	\$2,850
MDL SCHOOL Prototype Re-Use * (+/-125,000nsf - +/-175,000nsf)	\$1,344	\$0.21	\$1,469
SENIOR HIGH SCHOOL (A) (+/-180,000nsf - +/-250,000nsf)	\$4,850	\$0.20	\$3,667
SENIOR HIGH SCHOOL (B) (+/-250,000nsf - +/-400,000nsf)	\$7,130	\$0.19	\$4,147
HOURLY RATE (See Notes)	FEE (\$/hr)		
TBC Test Technician	\$75		
TBC Assistant	\$51		
NOTES:			
3) Hourly Rate for services not defined in the Agreement and for project under 5,000 net square feet (nsf)			
4) All services performed using Hourly Rates must be agreed to, in writing, prior to issuance of Work Order			
3) * Refers to firms with previous project experience with the same type of prototype.			

SCHEDULE "B": HVAC T&B - EXISTING FACILITIES Bay to Bay Balancing, Inc.

Equipment Type / Type of Service	LUMP SUM UNIT PRICE FEE			
	\$/Unit (1 Unit)	\$/Unit (2 to 10)	\$/Unit (11 to 20)	\$/Unit (> 21)
1) Chilled Water Air Handling Unit (AHU) (Up to 10,000 CFM)	\$1,140	\$820	\$800	\$770
2) Chilled Water Air Handling Unit (AHU) (>10,000 CFM)	\$1,325	\$1,000	\$950	\$900
3) DX Air Handling Unit(AHU) w/ Condensing Unit (Up to 10,0 Tons)	\$1,140	\$870	\$860	\$830
4) DX Air Handling Unit (AHU) w/ Condensing Unit (>10,0 Tons)	\$1,325	\$1,000	\$950	\$900
5) Variable Air Volume (VAV) Box	\$125	\$85	\$85	\$85
6) Water Cooled Chiller (Up to 200 Tons)	\$1,275	\$1,120	NA	NA
7) Water Cooled Chiller (> 200 Tons)	\$1,300	\$1,120	NA	NA
8) Air Cooled Chiller (Up to 200 Tons)	\$1,190	\$980	NA	NA
9) Air Cooled Chiller (> 200 Tons)	\$1,190	\$980	NA	NA
10) Cooling Tower (Up to 200 Tons)	\$1,190	\$1,190	NA	NA
11) Cooling Tower (>200 Tons)	\$1,190	\$1,190	NA	NA
12) Water Pumps	\$275	\$250	\$250	\$250
13) Fan Coil Units / Unit Ventilator	\$320	\$280	\$250	\$225
14) Roof Top Unit	\$740	\$720	\$700	\$700
15) Registers / Grilles	\$42	\$42	\$42	\$42
16) Fans (Exhaust/Supply)	\$160	\$155	\$150	\$145
17) Kitchen Hoods System (Including Supply / Exhaust Fans)	\$450	\$440	\$435	\$430
18) Outside Air Pre-Treatment Units	\$550	\$534	\$524	\$514
19) Electric Duct Heater	\$42	\$39	\$37	\$35
20) Exhaust Fans (Belt Driven)	\$160	\$155	\$150	\$145
21) Exhaust Fans (Ceiling) Direct Drive	\$65	\$50	\$50	\$50
22) Make-Up Fans (Belt Driven)	\$160	\$155	\$150	\$145
23) Supply Fans (Belt Driven)	\$190	\$155	\$150	\$145
24) Duct Pressure Test	\$312	\$325	\$290	\$275
23) Duct Transverse	\$160	\$153	\$149	\$144
TROUBLESHOOTING	FEE (Lump Sum)			
Basic Fee (See Notes)	\$1,160			
Hourly Rate (See Notes)	FEE (\$/hr)			
TBC Test Technician	\$75			
TBC Assistant	\$51			

NOTES:

- 1) Unit Price includes T&B services and Closeout.
- 2) Hourly Rate is to be used for work not defined in the Fee Schedule and must be agreed to, in writing, prior to issuing of Work Order.
- 3) Basic Fee for TROUBLESHOOTING shall be based on one (1) TBC Test Technician & one (1) TBC Assistant for eight (8) Hours inclusive of travel time, equipment, a written Deficiency Report, recommended corrective action(s), associated cost/schedule for correcting the deficiency(s) and re-inspection. Refer to NOTE #2 for any TROUBLESHOOTING fees in excess of one day.

SCHEDULE "C": COMMISSIONING				Bay to Bay Balancing, Inc.
NEW FACILITIES	TYPE OF SERVICES			COMMENTS
HVAC COMMISSIONING (Cx)	Pre-Const. Services/ Commissioning Plan	Inspection/ Testing	Final Commissioning Report/ Warranty	F.S. 255.2575 Energy Efficient and Sustainable Bldg
	Lump Sum	Per nsf	Lump Sum	
5,000 nsf - 100,000 nsf	\$4,800	0.22	\$2,800	
100,001 nsf – 200,00 nsf	\$8,500	0.20	\$6,180	
200,001 nsf – 300,000 nsf	\$12,500	0.19	\$9,140	
300,001 nsf > 400,000 nsf	\$19,900	0.19	\$10,200	
FUNDAMENTAL LEED (Cx)	Lump Sum	Per nsf	Lump Sum	F.S. 255.2575 Energy Efficient and Sustainable Bldg.
5,000 nsf - 100,000 nsf	\$6,000	0.23	\$3,500	Credits pertaining to E.H.I. related field
100,001nsf – 200,00 nsf	\$1,400	0.23	\$6,500	
200,001nsf – 300,000 nsf	\$2,800	0.22	\$13,450	
300,001nsf > 400,000 nsf	\$3,200	0.22	\$13,800	
EXISTING FACILITY	Consultation/ Troubleshooting/ Commissioning Plan	Corrective Work/ Inspections/ Testing	Final Commissioning Report/ Warranty	COMMENTS
HVAC COMMISSIONING (Cx)	Lump Sum	Per nsf	Lump Sum	F.S. 255.2575 Energy Efficient and Sustainable Bldg.
5,000 nsf - 100,000 nsf	\$3,600	\$0.23	\$3,000	
100,001nsf – 200,000 nsf	\$7,500	\$0.23	\$4,270	
200,001nsf – 300,000 nsf	\$9,600	\$0.22	\$6,390	
300,001nsf > 400,000 nsf	\$12,100	\$0.22	\$8,100	
NOTES:				
1) Hourly Rate for services not defined in the Agreement and for projects under 5,000 net square feet (nsf).				
2) All services performed using Hourly Rates must be agreed to, in writing, prior to issuance of work order.				

Principal

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

Prior Commissions & Performance Evaluation

- The Board has commissioned the firm of Bay to Bay Balancing, Inc., for the following contract within the last four years: Four (4) year term contract, with two (2) extensions, to provide HVAC test and balance services commissioned on May 19, 2004.

- The most recent overall performance evaluation score issued by staff to Bay to Bay Balancing, Inc., was for the quarter ending September 2008. Based on a performance scale of 1-5, the firm received a score of 3.57.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission the firms of Earl Hagood, Inc. and Bay to Bay Balancing, Inc. to provide Heating, Ventilation and Air Conditioning (HVAC) Test and Balance (T&B) services for a four-year term, commencing on January 14, 2009 and ending on January 13, 2013, with the second, third and fourth years at the Board's option based on the above negotiated Fee Schedules "A", "B", "C" and all terms and conditions as set forth in the body of the agenda item.

NAD:OS:sgg