

Office of School Facilities
Jaime Torrens, Chief Facilities Officer

SUBJECT: COMMISSIONING OF LOUIS J. AGUIRRE & ASSOCIATES, P.A.; JOHNSON AVEDANO LOPEZ RODRIGUEZ & WALEWSKI, ENGINEERING GROUP, INC.; AND LIVS ASSOCIATES TO PROVIDE TIER 2 - SPECIAL PROJECTS CONSULTANT – ELECTRICAL 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 Tier 2 – Special Projects Consultant (SPC) – Electrical Engineering firm(s) to provide professional services for miscellaneous projects in which the construction costs do not exceed \$1.0 million. These firms will be contracted for a period of four years with the second, third and fourth years at the option of the Board.

Five firms applied, and based on the established evaluation criteria, all five firms were qualified and invited to interview. On March 25, 2009, the Selection Committee interviewed and ranked the firms as follows:

<u>Final Ranking</u>	<u>Firm</u>
1	Louis J. Aguirre & Associates, P.A.
2	Johnson Avedano Lopez Rodriguez & Walewski, Engineering Group, Inc.
3	LIVS Associates
4	Corzo Castella Carballo Thompson Salman, P.A.
5	CSA Central, Inc.

The following individuals served as voting members on the Selection Committee:

Committee Member
Jorge Garcia, Regional Administrative Director
Dr. Lincoln Forbes, Supervisor
John Neblett, Executive Director

Representing
Office of the Superintendent
Office of School Facilities
Office of School Facilities

Committee Member
 Jeff Ware, Senior Project Manager
 Sharon Grau, Assistant Director

Representing
 Office of School Facilities
 A/E Selection, Negotiations & Design Mgmt

Non-Voting Member – Management & Compliance Audits
 Nelly Fuentes-Lacayo, Senior Audit Coordinator

Staff initiated negotiations for this term contract based on the order of final ranking and has successfully concluded negotiations with the three top-ranked firms, Louis J. Aguirre & Associates, P.A., Johnson Avedano Lopez Rodriguez & Walewski, Engineering Group, Inc., and LIVS Associates, as follows:

Terms and Conditions

A. Basic Services - General

The negotiated fees for Basic Services are determined as 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 the percentage fee converted to a Lump Sum (LS) fee. At the option of staff, the SPC will conduct on-site observations (site visits) and/or additional project meetings during construction, at pre-negotiated rates.

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 per terms of the SPC Agreement.

The table below indicates the fees negotiated with each of the three firms:

A. 1. BASIC SERVICES	FULL DESIGN SERVICES & CONSTRUCTION ADMIN.	PHASE II / III DESIGN SERVICES & CONSTRUCTION ADMIN.
CONSTRUCTION BUDGET (CB)	Fee as a % of CB*	Fee as a % of CB*
1. Louis Aguirre & Associates, PA		
	* If no CA – reduce indicated % fee by 10%	
\$ 0 to \$ 50,000	HR NTE/Lump Sum	HR NTE/Lump Sum
\$ 50,001 to \$ 250,000	10.00	9.00
\$ 250,001 to \$ 500,000	9.25	8.25
\$ 500,001 to \$ 750,000	9.00	8.00
\$ 750,001 to \$ 1,000,000	8.50	7.50

A. 1. BASIC SERVICES	FULL DESIGN SERVICES & CONSTRUCTION ADMIN.	PHASE II / III DESIGN SERVICES & CONSTRUCTION ADMIN.
CONSTRUCTION BUDGET (CB)	Fee as a % of CB*	Fee as a % of CB*
2. Johnson Avedano Lopez Rodriguez & Walewski * If no CA – reduce indicated % fee by 20%		
\$ 0 to \$ 50,000	HR NTE/Lump Sum	HR NTE/Lump Sum
\$ 50,001 to \$ 250,000	10.00	9.00
\$ 250,001 to \$ 500,000	9.25	8.25
\$ 500,001 to \$ 750,000	9.00	8.00
\$ 750,001 to \$ 1,000,000	8.50	7.50
3. LIVS Associates * If no CA – reduce indicated % fee by 15%		
\$ 0 to \$ 50,000	HR NTE/Lump Sum	HR NTE/Lump Sum
\$ 50,001 to \$ 250,000	9.75	9.00
\$ 250,001 to \$ 500,000	8.75	8.00
\$ 500,001 to \$ 750,000	8.00	7.25
\$ 750,001 to \$ 999,999	7.25	6.75

A. 2. SITE VISITS, ADDITIONAL PROJECT MEETINGS AND PRINCIPALS' HOURLY RATES			
SPC AND SPC CONSULTANTS (**)	Site Visits	Additional Project Meetings	Principals' Hourly Rates
1. Louis J. Aguirre & Associates, PA	\$300 / Visit	\$300 / Meeting	\$180 / hr
2. Johnson Avedano Lopez Rodriguez & Walewski	\$300 / Visit	\$300 / Meeting	\$175 / hr
3. LIVS Assoc.	\$300 / Visit	\$300 / Meeting	\$175 / hr

(**) Includes all required services and sub-consultants: Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Civil Engineer, & Landscape Architect

B. Other Terms and Conditions

- The term of the Agreement is four years, commencing June 17, 2009, and ending June 16, 2013, with the second, third and fourth year renewals at the option of the Board.
- For study activities with professional fees of up to \$50,000, services of a specific nature, or for Work Orders with a Construction Budget 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 a lump sum fee for each Work Order.

- Reimbursable expenses will be paid on the basis of 1.0 times the actual expense, per Article VI of the Agreement, excluding delivery costs.
- In the absence of record drawings, the SPC may be compensated for A/E services performed to develop record drawings in accordance with Article VI of the Agreement.
- The provisional multiplier for hourly rate 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 (e.g. Architects, Engineers, Project Managers and Field Representatives) to specific projects and housed 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 SPC due to SPC's negligence. The SPC 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 SPC firm.
- All firms have agreed to the Terms and Conditions of the SPC Agreement and will commence services upon commissioning by the Board.

Prior Commissionings & Performance Evaluations

1. Louis J. Aguirre & Associates, P.A.

The Board has not commissioned this firm for any projects or continuing contracts within the last three years:

The most recent overall performance evaluation score issued by staff was for the quarter ending March 31, 2009. Based on a scale of 1 - 5, the firm received a score of 3.33 for A/E services.

2. Johnson Avedano Lopez Rodriguez & Walewski, Engineering Group, Inc.

The Board has commissioned this firm for the following projects and/or continuing contracts within the last three years:

- Special Project Consultant – Mechanical Engineering services for Various Projects less than \$1M for a four-year term
SPC Services
Date of Commissioning: 1-19-05 (option years 2-15-06, 1-17-07, 1-18-08 and extended on 1-14-09 to May 18, 2009)

The most recent overall performance evaluation score issued by staff was for the quarter ending March 31, 2009. Based on a scale of 1 - 5, the firm received a score of 3.65 for A/E services.

3. LIVS Associates

The Board has commissioned this firm for the following projects and/or continuing contracts within the last three years:

- Structural Repairs and Renovations at North Dade Middle School, Project No. 00362703
A/E Services
Date of Commissioning: 9-05-07
- Special Project Consultant – Mechanical Engineering services for Various Projects less than \$1M for a four-year term
SPC Services
Date of Commissioning: 10-11-06 (option years 11-20-07, 9-10-08)
- Deferred Maintenance Package #30, Renovations, Maintenance and Repairs at Martin Luther King Elementary School, Project No. 00260900
A/E Services
Date of Commissioning: 10-11-06

The most recent overall performance evaluation score issued by staff was for the quarter ending March 31, 2009. Based on a scale of 1 - 5, the firm received a score of 3.85 for A/E services.

Principals

1. Louis J. Aguirre & Associates, PA - The Principal/Owner designated to be directly responsible to the Board is Louis J. Aguirre. The firm is located at 9150 South Dadeland Boulevard, Suite 900, Miami, Florida 33156.

2. Johnson Avedano Lopez Rodriguez & Walewski, Engineering Group, Inc. - The Principal/Owner designated to be directly responsible to the Board is Victor Avedano. The firm is located at 2510 Northwest 97th Avenue, Suite 220, Miami, Florida 33172.
3. LIVS Associates - The Principal/Owner designated to be directly responsible to the Board is Carlos Alvarez. The firm is located at 2121 Ponce De Leon Boulevard, Suite 610, Coral Gables, Florida 33134.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission Louis J. Aguirre & Associates, PA; Johnson Avedano Lopez Rodriguez Walewski, Engineering Group, Inc.; and LIVS Associates to provide Tier 2 Special Projects Consultant – Electrical Engineering services for Miscellaneous Projects up to \$1.0 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:SGG:sgg