

Office of School Facilities
Jaime Torrens, Chief Facilities Officer

SUBJECT: COMMISSIONING OF INGELMO ASSOCIATES, P.A.; BCC ENGINEERING, INC.; AND YOUSSEF HACHEM CONSULTING ENGINEERS, INC. TO PROVIDE TIER 1 SPECIAL PROJECTS CONSULTANT – STRUCTURAL ENGINEERING CONSULTING SERVICES FOR MISCELLANEOUS PROJECTS UP TO \$250,000 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 1 – Special Projects Consultant (SPC) – Structural Engineering Consulting firm(s) to provide professional services for miscellaneous projects in which the construction costs do not exceed \$250,000. These firms will be contracted for a period of four years with the second, third and fourth years at the option of the Board.

Three firms applied for Tier 1 and one firm was reassigned from Structural Tier 2 (projects up to \$1 million) to Tier 1 based on staff evaluation. All four firms qualified according to established evaluation criteria, and on April 2, 2009, the Selection Committee interviewed and ranked the firms as follows:

<u>Final Ranking</u>	<u>Firm</u>
1	Ingelmo Associates, P.A.
2	BCC Engineering, Inc.
3	Youssef Hachem Consulting Engineers, Inc.
4	CBI Consulting, Inc.

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

<u>Committee Member</u>	<u>Representing</u>
Alexis Martinez, Administrative Director	Office of the Superintendent
John Neblett, Executive Director	Business Operations
Serge Castoriano, Civil Engineer	Business Operations
Eduardo Beraldi, Sr. Project Manager	Business Operations
Ed Ford, Analyst III	A/E Selection, Negotiations & Design Mgmt.

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; Ingelmo Associates, P.A.; BCC Engineering, Inc.; and Youssef Hachem Consulting Engineers, Inc, 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 tables below indicate 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. Ingelmo Associates, PA		* If no CA – reduce indicated % fee by 20%	
\$ 0	to \$ 50,000	HR NTE/Lump Sum	HR NTE/Lump Sum
\$ 50,001	to \$ 100,000	10.50	9.50
\$ 100,001	to \$ 250,000	9.50	8.75
2. BCC Engineering, Inc.		* If no CA – reduce indicated % fee by 15%	
\$ 0	to \$ 50,000	HR NTE/Lump Sum	HR NTE/Lump Sum
\$ 50,001	to \$ 100,000	10.00	9.00
\$ 100,001	to \$ 250,000	9.00	8.00
3. Youssef Hachem Consulting Engineers, Inc.		* If no CA – reduce indicated % fee by 15%	
\$ 0	to \$ 50,000	HR NTE/Lump Sum	HR NTE/Lump Sum
\$ 50,001	to \$ 100,000	10.00	9.00
\$ 100,001	to \$ 250,000	9.00	8.00

A. 2. SITE VISITS, ADDITIONAL PROJECT MEETINGS AND PRINCIPALS' HOURLY RATES

SPC AND SPC CONSULTANTS(**)	Additional Site Visits	Additional Project Meetings	Principals' Hourly Rates
1. Ingelmo Associates, PA	\$275 / Visit	\$275 / Meeting	\$150 / hr
2. BCC Engineering, Inc.	\$275 / Visit	\$275 / Meeting	\$150 / hr
3. Youssef Hachem Consulting Engineers, Inc.	\$275 / Visit	\$275 / Meeting	\$150 / hr

A. 3. SITE ADAPTATION FOR THE LOCATION OF PORTABLES

SPC AND SPC CONSULTANTS (**)	Ingelmo Associates, PA	BCC Engineering, Inc.	Youssef Hachem Consulting Engineers, Inc.
Project Scope Meeting - Lump Sum 1-5 Portables	\$275	\$275	\$275
Project Scope Meeting - Lump Sum 6-10 Portables	\$275	\$275	\$275
Site Visit / Summary Report - Lump Sum 1-5 Portables	\$275	\$275	\$275
Site Visit / Summary Report - Lump Sum 6-10 Portables	\$275	\$275	\$275
Specific Purpose Survey - Topo / Elevation - Lump Sum 1-5 Portables	\$750	\$750	\$750
Specific Purpose Survey - Topo / Elevation - Lump Sum 6-10 Portables	\$900	\$900	\$900
Re-survey due to Alternate Location - Lump Sum 1-5 Portables	\$250	\$250	\$250
Re-survey due to Alternate Location - Lump Sum 6-10 Portables	\$300	\$300	\$300
Final Finish Floor Elevation Certification - Lump Sum 1-5 Portables	\$225	\$225	\$225
Final Finish Floor Elevation Certification - Lump Sum 6-10 Portables	\$225	\$225	\$225
Geotechnical Eng. Services – Soil Boring Tests - Lump Sum 1-5 Portables	\$850	\$850	\$850
Geotechnical Eng. Services – Soil Boring Tests - Lump Sum 6-10 Portables	\$950	\$950	\$950
Geotechnical Eng. Services – Eng. Re-evaluation for Future Use - Lump Sum 1-5 Portables	\$275	\$275	\$275
Geotechnical Eng. Services – Eng. Re-evaluation for Future Use - Lump Sum 6-10 Portables	\$275	\$275	\$275
Site Plan - Lump Sum 1-5 Portables	\$800	\$800	\$800
Site Plan - Lump Sum 6-10 Portables	\$950	\$950	\$950
Prototypical Foundation Design (if requested) - Lump Sum 1-5 Portables	\$975	\$975	\$975
Prototypical Foundation Design (if requested) - Lump Sum	\$985	\$985	\$985

6-10 Portables			
Miscellaneous Coordination - Lump Sum 1-5 Portables	\$250	\$250	\$250
Miscellaneous Coordination - Lump Sum 6-10 Portables	\$250	\$250	\$250
Record Drawings - Lump Sum 1-5 Portables	\$250	\$250	\$250
Record Drawings - Lump Sum 6-10 Portables	\$300	\$300	\$300

(**) 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 years at the option of the Board.
- For study activities with professional fees 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 6.8 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 6.6 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 (i.e. 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 the SPC's negligence. The SPC shall maintain at least a \$250,000 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

None of the three firms have been previously commissioned by the Board and consequently have no performance evaluation score.

Principals

1. Ingelmo Associates, PA - The Principal/Owner designated to be directly responsible to the Board is Paul Ingelmo. The firm is located at 250 Catalonia Avenue, Suite 301, Coral Gables, Florida 33134.
2. BCC Engineering, Inc. - The Principal/Owner designated to be directly responsible to the Board is Manny Benitez. The firm is located at 7300 North Kendall Drive, Suite 400, Miami, Florida 33156.
3. Youssef Hachem Consulting Engineers, Inc. - The Principal/Owner designated to be directly responsible to the Board is Youssef Hachem. The firm is located at 12151 SW 128th Court, Suite 104, Miami, Florida 33186.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission Ingelmo Associates, P.A.; BCC Engineering, Inc.; and Youssef Hachem Consulting Engineers, Inc. to provide Tier 1 Special Projects Consultant – Structural Engineering Consulting services for Miscellaneous Projects up to \$250,000 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.

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