

Office of School Facilities
Jaime Torrens, Chief Facilities Officer

SUBJECT: COMMISSIONING OF BERGER AVART, INC. AND HERSHELL GILL CONSULTING ENGINEERS, INC. TO PROVIDE TIER 2 SPECIAL PROJECTS CONSULTANT – STRUCTURAL ENGINEERING CONSULTING SERVICES FOR MISCELLANEOUS PROJECTS UP TO \$1 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) – Structural Engineering Consulting firm(s) to provide professional services for miscellaneous projects in which the construction costs do not exceed \$1 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 for Tier 2, however, one firm was reassigned from Tier 2 to Structural Tier 1 (projects up to \$250,000) based on staff evaluation, and one firm withdrew before the interview process. The remaining three firms all 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	Berger Avart, Inc.
2	Pistorino & Alam Consulting Engineers, Inc.
3	Hershell Gill Consulting Engineers, Inc.

<u>Committee Member</u>	<u>Representing</u>
Jorge Garcia, 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.

During negotiations, Pistorino & Alam Consulting Engineers, Inc. withdrew.

Staff initiated negotiations for this term contract based on the order of final ranking and successfully concluded negotiations with two of the three top-ranked firms; Berger Avart, Inc. and Hershell Gill 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 the two 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. Berger Avart, Inc. * 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	10.0	9.0
\$ 250,001 to \$ 500,000	8.5	8.0
\$ 500,001 to \$ 750,000	7.5	7.0
\$ 750,001 to \$ 1,000,000	7.0	6.5
2. Hershell Gill Consulting Engineers, Inc. * 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	10.0	9.0
\$ 250,001 to \$ 500,000	8.5	8.0
\$ 500,001 to \$ 750,000	7.5	7.0
\$ 750,001 to \$ 1,000,000	7.0	6.5

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. Berger Avart, Inc.	\$275 / Visit	\$275 / Meeting	\$150 / hr
3. Hershell Gill Consulting Engineers, Inc.	\$275 / Visit	\$275 / Meeting	\$150 / hr

A. 3. SITE ADAPTATION FOR THE LOCATION OF PORTABLES		
SPC AND SPC CONSULTANTS (**)	Berger Avart, Inc.	Hershell Gill Consulting Engineers, Inc.
Project Scope Meeting - Lump Sum 1-5 Portables	\$275	\$275
Project Scope Meeting - Lump Sum 6-10 Portables	\$275	\$275
Site Visit / Summary Report - Lump Sum 1-5 Portables	\$275	\$275
Site Visit / Summary Report - Lump Sum 6-10 Portables	\$275	\$275
Specific Purpose Survey - Topo / Elevation - Lump Sum 1-5 Portables	\$750	\$750
Specific Purpose Survey - Topo / Elevation - Lump Sum 6-10 Portables	\$900	\$900
Re-survey due to Alternate Location - Lump Sum 1-5 Portables	\$250	\$250
Re-survey due to Alternate Location - Lump Sum 6-10 Portables	\$300	\$300
Final Finish Floor Elevation Certification - Lump Sum 1-5 Portables	\$225	\$225
Final Finish Floor Elevation Certification - Lump Sum 6-10 Portables	\$225	\$225
Geotechnical Eng. Services – Soil Boring Tests - Lump Sum 1-5 Portables	\$850	\$850
Geotechnical Eng. Services – Soil Boring Tests - Lump Sum 6-10 Portables	\$950	\$950
Geotechnical Eng. Services – Eng. Re-evaluation for Future Use - Lump Sum 1-5 Portables	\$275	\$275
Geotechnical Eng. Services – Eng. Re-evaluation for Future Use - Lump Sum 6-10 Portables	\$275	\$275
Site Plan - Lump Sum 1-5 Portables	\$800	\$800
Site Plan - Lump Sum 6-10 Portables	\$950	\$950
Prototypical Foundation Design (if requested) - Lump Sum 1-5 Portables	\$975	\$975
Prototypical Foundation Design (if requested) - Lump Sum	\$985	\$985

6-10 Portables		
Miscellaneous Coordination - Lump Sum 1-5 Portables	\$250	\$250
Miscellaneous Coordination - Lump Sum 6-10 Portables	\$250	\$250
Record Drawings - Lump Sum 1-5 Portables	\$250	\$250
Record Drawings - Lump Sum 6-10 Portables	\$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 \$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. Berger Avart, Inc.

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

- Deferred Maintenance Package #19, Renovations, Maintenance and Repairs at Sunset Elementary School, Project No. 00261700
A/E Services
Date of Commissioning: 06-13-07
- Special Project Consultant – Structural Engineering services for Various Projects less than \$1M for a four-year term
SPC Services
Date of Commissioning: 02-14-07 (02-13-08 with extension from 02-15-09 to 06-15-09)
- Special Project Consultant – Civil Engineering services for Various Projects less than \$1M for a four-year term
SPC Services
Date of Commissioning: 11-21-06 (11-20-07, 11-18-08)
- Deferred Maintenance Package #27, Renovations, Maintenance and Repairs at Miami Springs Middle School, Project No. 00263300
A/E Services
Date of Commissioning: 07-12-06
- Deferred Maintenance Package #9, Renovations, Maintenance and Repairs at Miami Palmetto Senior High School, Project No. 00264300
A/E Services
Date of Commissioning: 06-14-06

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 3.62 for A/E services.

2. Hershell Gill Consulting Engineers, Inc.

The Board has not commissioned this firm for any projects or continuing contracts within the last three years. No performance evaluation score is available.

Principals

1. Berger Avart, Inc. - The Principal/Owner designated to be directly responsible to the Board is Luis Olivares. The firm is located at 1150 NW 72 Avenue, Suite 350, Miami, Florida 33126.
2. Hershell Gill Consulting Engineers, Inc. - The Principal/Owner designated to be directly responsible to the Board is Roberto Hernandez. The firm is located at 4601 Ponce de Leon Boulevard, Suite 200, Coral Gables, Florida 33146.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission Berger Avart, Inc. and Hershell Gill Consulting Engineers, Inc. to provide Tier 2 Special Projects Consultant – Structural Engineering Consulting 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.