

Basic Services fees include all required services and consultants, unless otherwise noted in a specific Work Order. Basic Services fees were successfully negotiated with both firms and shall be paid based on the percentage of completion of each Phase, per terms of the SPC Agreement, as follows:

BASIC SERVICES FEE SCHEDULE				
CONSTRUCTION BUDGET	FULL DESIGN SERVICES		PHASE II / III ONLY	
	Design Services Only	Design Services & Construction Admin. (CA)	Design Services Only	Design Services & Construction Admin. (CA)
Up to \$50,000	HRLY / LS	HRLY / LS	HRLY / LS	HRLY / LS
\$ 50,001 To \$ 100,000	7.42	9.45	6.98	9.00
\$ 100,001 To \$ 200,000	6.98	8.78	6.55	8.10
\$ 200,001 To \$ 300,000	6.55	8.33	6.11	7.43
\$ 300,001 To \$ 500,000	5.90	7.32	5.68	6.75
\$ 500,001 To \$ 750,000	5.68	6.98	5.46	6.30
\$ 750,001 To \$1,000,000	5.46	6.30	5.24	5.85

B. Site Visits, Project Meetings and Principals' Hourly Rates

FOR SPC AND DESIGNATED SPECIALISTS (*)	Site Visits: \$ 225 / Visit	Additional Project Meetings: \$ 225 / Meeting	Principals' Hourly Rates: \$112.50
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(*) Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Civil Engineer and Landscape Architect

C. Portable Site Adaptation

FEE SCHEDULE FOR SITE ADAPTATION FOR THE RELOCATION OF PORTABLES		
Task	Lump Sum 1-5 Portables	Lump Sum 6-10 Portables
Project Scope Meeting	\$225.00	\$261.90
Site Visit / Summary Report	\$261.90	\$314.28
Specific Purpose Survey - Topographic / Elevation	\$742.05	\$864.27
Re-survey due to Alternate Location	\$218.25	\$261.90
Final Finish Floor Elevation Certification	\$174.60	\$218.25
Geotechnical Engineering Services - Soil Boring Tests (1 to 3 borings at 15' deep)	\$742.05	\$873.00
Geotechnical Engineering Services - Engineer Re-evaluation for future use	\$225.00	\$225.00
Site Plan	\$637.29	\$890.46

FEE SCHEDULE FOR SITE ADAPTATION FOR THE RELOCATION OF PORTABLES		
Task	Lump Sum 1-5 Portables	Lump Sum 6-10 Portables
Prototypical Foundation Design (if requested)	\$860.39	\$860.39
Miscellaneous Coordination	\$196.91	\$240.56
Record Drawings (including utility connections)	\$349.20	\$423.89

D. Record Drawings and Existing Conditions Verification

RECORD DRAWINGS AND EXISTING CONDITIONS VERIFICATION		
CONSTRUCTION BUDGET		Not-to-Exceed Fee
From	To	
\$ - 0 -	\$ 250,000	\$ 2,250
\$ 250,001	\$ 500,000	\$ 4,500
\$ 500,001	\$ 750,000	\$ 6,750
\$ 750,001	\$ 1,000,000	\$ 9,000

E. District-Wide Corrections to Health & Safety-Related Deficiencies

FEE SCHEDULE FOR OVERSIGHT SERVICES AFTER NORMAL WORKING HOURS, ON WEEKENDS & HOLIDAYS		
Inspector Rate \$40.00/hr	Project Manager Rate \$63.00/hr	Fee per Facility \$240.00

F. Security Camera Projects

Type "A" projects - requiring A/E services for appropriate project documentation:

TABLE 'F-1' FOR TYPE 'A' PROJECTS - FEE SCHEDULE				
# of Camera Locations # of Stories # of Buildings # of Intermediate Distribution Frames (IDF)	#1 - 50 1 story 1 building 1 IDF	#51 - 100 1 story 1 building 1 IDF	#101 - 200 1 story 1 building 1 IDF	#200+ 1 story 1 building 1 IDF
BASIC FLAT FEE:	\$3,000	\$3,500	\$4,000	\$4,500
1) \$300 for each additional floor	TBD	TBD	TBD	TBD
2) \$300 for each additional building	TBD	TBD	TBD	TBD
3) \$300 for each additional IDF	TBD	TBD	TBD	TBD
TOTAL FLAT FEE:	TBD	TBD	TBD	TBD

Payments to SPC for Type 'A' Projects: Invoice #1 - Up to 50% of Total Flat Fee at plan/document submittal (and M-DCPS acceptance) of Phase II/III (or Phase III) documents; and **Invoice #2** - Balance of Total Flat Fee at completion of project close-out (i.e. Security Camera project is closed in M-DCPS Document Control unless otherwise waived by the Project Manager).

Type "B" projects - requiring A/E services for design of electrical infrastructure and appropriate project documentation:

TABLE 'F-2' FOR TYPE 'B' PROJECTS - FEE SCHEDULE

Part 1 - TYPE 'A' Project Total Flat Fee as determined by Table 'F-1' for Type "A" Projects Fee Schedule, **plus:**

Part 2 - Using firm's negotiated SPC fees, a) SPC and M-DCPS agree on Estimated Cost of Construction (see note below) of **electrical infrastructure**; and b) select pre-negotiated fee % for PhII/III design based on Estimated Construction Cost with **no CA required** (except the close-out documentation and the inspections, which are included in the Table 'F-1' flat fee).

Total Fee for a Type 'B' projects = Table F-2, Part 1 plus Part 2.

Part 1 - See Table 'F-1'

Part 2 - Per applicable SPC Agreement.

Note: Work Orders based on the Estimated Cost of Construction become Lump Sum fees and are not subject to adjustment.

G. Other General Terms and Conditions

- The term of the Agreement is four years, commencing January 12, 2011 and ending January 11, 2015, with extensions of the Agreement 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 6.8 of the Agreement, excluding delivery costs.
- The provisional multiplier for hourly rate compensation shall be limited to 2.21. 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 1.53 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.
- The consultants have agreed to the Terms and Conditions of the Agreement and will commence services upon commissioning by the Board.

Principals

1. The Principal/Owner designated to be directly responsible to the Board for Hajjar is Mohammed Hajjar. The firm is located at 45 Valencia Avenue, Coral Gables, Florida 33134.
2. The Principal/Owner designated to be directly responsible to the Board for Arvelo is Abraham Arvelo. The firm is located at 4848 SW 74th Court, Second Floor, Miami, Florida 33155.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission M. Hajjar & Associates, Inc.; and Arvelo & Associates, Inc., as Special Projects Consultant - Structural Engineering Services for Miscellaneous Projects up to \$1.0 Million each, as follows:

- 1) Each Agreement is for a four (4) year term with extensions at the option of the Board;
- 2) Fees based on the above schedules of fees; and
- 3) All other Terms and Conditions as set forth in the body of the agenda item and the Agreement.

NAD:EF:ef