

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

**SUBJECT: COMMISSIONING OF BERMELLO AJAMIL & PARTNERS, INC.;
C.A.P. GOVERNMENT, INC.; AND ARCHITECTS
INTERNATIONAL, INC., TO PROVIDE BUILDING CODE
CONSULTANT SERVICES FOR FOUR YEARS WITH
EXTENSIONS AT THE OPTION OF THE BOARD**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

**LINK TO STRATEGIC
FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

Introduction

In August 2011, a solicitation was issued for one or more Building Code Consultant (BCC) firm(s). The selected firms will provide plan review and inspection services, and other related services for four years, with extensions at the option of the Board.

The District received seven responses to the Request for Qualifications (RFQ). After the initial qualification/certification process, two firms were disqualified and the remaining five firms were ranked and invited to interview. One firm, Ronald E. Frazier & Associates, P.A., withdrew from the interview process. On January 9th, 2012, the Selection Committee interviewed and ranked the remaining four firms as follows:

<u>Ranking</u>	<u>Firm</u>
1	Bermello Ajamil & Partners, Inc. (BAP)
2	C.A.P. Government, Inc. (CAP)
3	Atkins North America, Inc. (ANA)
4	Architects International, Inc. (AI)

The Selection Committee was composed of the following individuals:

Committee Member:

Nicolas Betancourt, Design & Construction Officer
Harry W. Munoz, Building Official
James Dillard, Inspections Officer
Michael Krtausch, Director (Maintenance)
Riley Davis, Coordinator II (M/WBE)
Sharon Grau-Kramer, Assistant Director
Raul Perez, Executive Director

Representing:

Office of the Superintendent
Office of the Superintendent
Office of the Superintendent
Office of the Superintendent
Office of Economic Opportunity
A/E Selection & Negotiations
At-Large Alternate

All four firms were selected by the Committee and negotiations were conducted; however, Atkins North America, Inc. subsequently withdrew from consideration. The following Agreement general terms and conditions, fees and scope of services were successfully negotiated with the remaining three firms, as further enumerated below. It should be noted that overall, the negotiated fees are generally 10% lower than those in the current contracts, which had already been reduced by approximately 10% in 2010.

General Terms and Conditions

- A. Staff initiated negotiations based on the order of ranking and successfully completed negotiations with the firms for services in accordance with "Exhibit A" Fee Schedule and "Exhibit B" Payment Intervals, attached hereto for all firms.
- B. Other negotiated flat fees and hourly rates for services are as follows, for all firms:

CATEGORIES	FLAT FEES
ARTICLE VI – REIMBURABLE EXPENSES	
Paragraph 3. Missed Inspection Fee	\$180
Paragraph 4 Re-Inspection Fee	\$180
ARTICLE VII – ADDITIONAL SERVICES	
Paragraph A.3. Additional Review	\$431
Paragraph A.5. Forms Processing	\$250
Paragraph A.6. 1) Elementary School Sites 2) Middle School Sites 3) Senior High Sites	1) \$377 2) \$431 3) \$628
Paragraph A.7. 1) Priority Review Phase I 2) Priority Review Phase III	1) \$431 2) \$628
ARTICLE X – COMPENSATION	
Paragraph A.7. – Hourly Rates	
1) Inspector	1) \$67.00/hr.
2) A/E Services	2) \$81.00/hr.
3) Principal	3) \$112.50/hr.

- C. Basic Services include, but are not limited to, review of construction documents, construction inspections, and other related services as described in the Agreement.
- D. The term of the Agreement is four years with extensions at the option of the Board. The base period of the Agreement commences on February 15, 2012, and expires on February 14, 2016.

- E. Work will be assigned on the basis of each firm's capabilities, workload and successful performance on previous assignments.
- F. Projects with Construction Budgets up to and including \$200,000 will be negotiated based on required level of effort, resulting in a Not-to-exceed, Lump Sum fee. The Board, at its option, may also negotiate reduced fees for projects with Construction Budgets from \$200,001 up to and including \$1,000,000.
- G. The Board does not guarantee any minimum number of projects or any specific construction values. The Board reserves the right to limit the number of concurrent agreements held by a single firm with Miami-Dade County Public Schools.
- H. The BCC shall provide and maintain the required insurance coverage in accordance with Article VIII of the Agreement.
- I. The Board or the BCC may terminate the Agreement, with or without cause, at any time during the term of the Agreement upon written notice to the other party at least ninety (90) days in advance.

Principals

The Principal responsible to the Board and address for each firm are as follows:

- Bermello Ajamil & Partners, Inc. - Bernard N. Horovitz. The firm is located at 2601 South Bayshore Drive, 10th Floor, Miami, Florida 33133.
- C.A.P. Government, Inc. - Carlos A. Penin. The firm is located at 8350 NW 52nd Terrace, Suite 209, Doral, Florida 33166.
- Architects International, Inc. - Juan A. Crespi. The firm is located at 227 NE 26th Terrace, Miami, Florida 33137.

Note: All three firms are M/WBE Certified with Miami-Dade County Public Schools.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission Bermello Ajamil & Partners, Inc.; C.A.P. Government, Inc.; and Architects International, Inc., to provide Building Code Consultant services for four years with extensions at the option of the Board, as follows:

- 1) Compensation as negotiated and set out in Exhibit "A", Fee Schedule, Exhibit "B", Payment Intervals, and miscellaneous flat fees and hourly rates as shown in the body of the agenda item;
- 2) Terms and conditions as set forth in the body of the agenda item, and in the Agreement; and
- 3) The firms agree to commence services upon commissioning by the Board.

NAD:SGK:sgk

EXHIBIT "A"
BUILDING CODE CONSULTANT FEE SCHEDULE

ADDITIONS, REMODELING & RENOVATIONS					
CONTRACT CATEGORIES (CONSTRUCTION BUDGET)		% OF CONSTRUCTION BUDGET		LUMP SUM SERVICES	
BASIC SERVICES		BASIC SERVICES			
FROM	TO	PERCENT	PERCENT	PER HOUR	PER HOUR
\$0	\$200,000	HR NTE/Lump Sum	HR NTE/Lump Sum	HR NTE/Lump Sum	HR NTE/Lump Sum
\$200,001	\$500,000 *	1.75	2.25	\$ 765	\$ 630
\$500,001	\$750,000 *	1.32	1.82	\$ 765	\$ 630
\$750,001	\$1,000,000 *	1.12	1.52	\$ 765	\$ 630
\$1,000,001	\$2,000,000	0.91	1.22	\$1035	\$ 810
\$2,000,001	\$3,000,000	0.67	0.93	\$1035	\$ 810
\$3,000,001	\$4,500,000	0.56	0.87	\$1035	\$1125
\$4,500,001	\$6,000,000	0.42	0.61	\$1035	\$1125
\$6,000,001	\$10,000,000	0.37	0.53	\$1170	\$1260
\$10,000,001	\$24,000,000	0.30	0.44	\$1260	\$1260

NEW FACILITIES (NEW CONSTRUCTION)					
CONTRACT CATEGORIES (CONSTRUCTION BUDGET)		% OF CONSTRUCTION BUDGET		LUMP SUM SERVICES	
BASIC SERVICES		BASIC SERVICES			
FROM	TO	PERCENT	PERCENT	PER HOUR	PER HOUR
\$1,000,000	\$2,000,000	0.63	1.04	\$1530	\$810
\$2,000,001	\$3,000,000	0.52	0.77	\$1530	\$900
\$3,000,001	\$4,500,000	0.41	0.58	\$1530	\$1125
\$4,500,001	\$6,000,000	0.37	0.54	\$1530	\$1215
\$6,000,001	\$10,000,000	0.30	0.50	\$1530	\$1260
\$10,000,001	\$24,000,000	0.21	0.31	\$2250	\$1305
\$24,000,000	OVER	0.14	0.20	\$2520	\$1350

Note:

*Fee for projects with Construction Budgets from \$200,001 up to and including \$1,000,000 may also be negotiated lower based on level of effort required, at the option of the Board.

EXHIBIT "B"
BCC FEE SCHEDULE – PAYMENT INTERVALS

DESCRIPTION	BASIC SERVICES		FIRE SAFETY OCCUPANCY INSPECTION	EXPANDED SCHEDULE
	REVIEW FEE	PROVISO		
Phase I Review/Joint Scope Meeting		30%		
Phase III (or Phase II/III) Review		70%		100%
Construction (Monthly Payments)	90%/N*			
Fire Safety Occupancy Inspection			100%	
Final Completion Form (FM-5463)	5%			
Provisos completed (i.e. Punch List Inspections-Basic Services)	5%			
TOTAL PAYMENT	100%	100%	100%	100%

N* = number of construction months

Notes:

1. For Design/Build projects 10% of the Review Fee will be paid upon review of the Design Criteria Package. The remaining 10% will be paid upon Phase I review.
2. The BCC agrees that the final billing for each Work Order shall take place within sixty (60) days of and that the BOARD shall not be requested by the BCC to pay, nor be required to pay any amounts for any services performed prior to the second Proviso Inspection (as Basic Services), if those services were not properly invoiced within sixty (60) days following said second Proviso Inspection.