

Office of School Facilities  
Jaime Torrens, Chief Facilities Officer

**SUBJECT: COMMISSIONING OF ZYSCOVICH, INC., AS AN  
ADDITIONAL ARCHITECTURAL/ENGINEERING  
PROJECTS CONSULTANT (A/EPC) FOR  
MISCELLANEOUS PROJECTS UP TO \$2.0 MILLION  
EACH FOR A FOUR YEAR TERM**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

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

Introduction

Staff completed the selection process for one or more Architectural/Engineering Projects Consultant (A/EPC) firm(s) to provide A/EPC continuing contract services for miscellaneous projects in which the construction budgets do not exceed the current statutory limit of \$2.0 million, study activities with professional fees less than \$200,000, and services of a specific nature as outlined in the Agreement, per State Statute.

Twenty-one (21) firms responded to the Request for Qualifications (RFQ) in November 2011. To date, the Board has commissioned a total of nineteen (19) A/EPC firms, in two interview groups identified as Parts I & II. One firm declined to participate in Part II interviews.

Zyscovich, Inc., (ZI) was ranked fifth after the Part I interviews, however it was not previously recommended for commissioning as the firm had other active projects with M-DCPS and this precluded such commissioning at the time. The active projects have reached substantial completion, and, therefore, ZI is recommended for commissioning as an A/EPC firm, as detailed below. The Terms and Conditions mirror those applicable to the other 19 firms already commissioned.

Terms and Conditions

A. Basic Services - General

The negotiated fees for Basic Services are based on a percentage of the construction budget, as approved by the District, 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 District's option, the A/EPC 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 A/EPC Agreement. Attachment "A" provides detailed information on the fees negotiated with ZI.

#### B. Other Terms and Conditions

- The term of the Agreement is four years, commencing August 6, 2014, and ending August 6, 2018, with extensions at the option of the Board.
- For study activities with professional fees of up to \$200,000, the Board and the A/EPC 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 project.
- The standard multiplier for hourly 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 provisional multiplier for Direct Personnel Expense, for assignment of A/EPC technical staff (i.e. Architects, Engineers, Project Managers and Field Representatives) to specific projects and housed in offices other than the A/EPC's own offices, shall be limited to 1.53 times the actual hourly rates.
- The Agreement provides for indemnification and hold harmless provisions to the Board and its employees by the A/EPC due to A/EPC's negligence. The A/EPC shall maintain at least a \$1,000,000 Professional Liability insurance policy with a maximum deductible of \$50,000 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 A/EPC; whereas, the A/EPC 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 A/EPC firm.
- The firm has agreed to the Terms and Conditions of the A/EPC Agreement and will commence services upon commissioning by the Board.

#### Principals / Location

The Principal designated to be directly responsible to the Board for ZI is Jose Murguido. The firm is located at 100 North Biscayne Boulevard, 27<sup>th</sup> Floor, Miami, Florida 33132.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, commission Zyscovich, Inc., as an additional Architectural/Engineering Projects Consultant for miscellaneous projects up to \$2.0 Million each for a four-year term, based on negotiated fees in accordance with Attachment "A"; and other terms and conditions as set forth in the body of the agenda item and the Agreement.

NAD:SGK:sgk

**ATTACHMENT "A"**  
**Architectural/Engineering Projects Consultant Schedules of Fees**

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 *
<b>ZYSCOVICH, INC.</b>		
\$ 0 to \$ 50,000	HR NTE/Lump Sum	HR NTE/Lump Sum
\$ 50,001 to \$ 250,000	9.00	8.10
\$ 250,001 to \$ 500,000	8.33	7.43
\$ 500,001 to \$ 750,000	7.65	6.98
\$ 750,001 to \$ 1,000,000	7.20	6.30
\$ 1,000,001 to \$ 1,500,000	6.80	5.90
\$ 1,500,001 to \$ 2,000,000	6.60	5.70
* Deduct for no CA (as % of fee) = 10%		

A. 2. SITE VISITS, ADDITIONAL PROJECT MEETINGS AND PRINCIPALS' HOURLY RATES			
ALL FIRMS-A/EPC AND SUB-CONSULTANTS (*)	Site Visits	Additional Project Meetings	Principals' Hourly Rates
<b>ZYSCOVICH, INC.</b>	\$225/ Visit/Discipline	\$225 / Meeting/Discipline	\$112.50/hr

(\*) Architect, Mechanical Engineer, Electrical Engineer, Structural Engineer, Civil Engineer, & Landscape Architect

A. 3. FEE SCHEDULE FOR SITE ADAPTATION (RELOCATION OF PORTABLES) - ALL A/EPC FIRMS		
Task Description	Lump Sum	Lump Sum
	1-5 Portables	6-10 Portables
Project Scope Meeting (Flat Fee)	\$225	\$270
Site Visit / Summary Report (Flat Fee)	\$270	\$324
Specific Purpose Survey - Topographic / Elevation	\$765	\$891
Re-survey due to Alternate Location	\$225	\$270
Final Finish Floor Elevation Certification	\$180	\$225
Geotechnical Engineering Services - Soil Boring Tests (1-5 Portables, max. 3 borings - average depth of 15'; 6-10 Portables, max. 6 borings - average depth of 15')	\$765	\$900
Geotechnical Engineering Services - Engineer Re-evaluation for future use	\$225	\$225
Site Plan	\$657	\$918
Prototypical Foundation Design	\$887	\$887
Miscellaneous Coordination	\$203	\$248
Record Drawings (including utility connections)	\$360	\$437