

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

**SUBJECT:                   TERMINATION OF CIMA ENGINEERING CORP., (dba CIMA) AS ARCHITECTURAL/ENGINEERING PROJECTS CONSULTANT (A/EPC) FOR MISCELLANEOUS PROJECTS UP TO \$1 MILLION EACH, CATEGORY A. SMALL BUSINESS ENTERPRISES**

**COMMITTEE:               FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC BLUEPRINT:               EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

On March 12, 2014, the Board commissioned CIMA Engineering Corp., (d/b/a CIMA) as an Architectural/Engineering Projects Consultant (A/EPC) for Miscellaneous projects up to \$1 Million each, Category A. Small Business Enterprises, for a four-year term. In late July, 2015, CIMA notified the Board that the Architect qualifying the firm as an Authorized Business to provide architectural services and principal responsible to the Board, Mr. Seth Yeslow, was no longer with the firm.

On November 2, 2015, CIMA was notified that unless the firm replaced the Architect, the firm would be in default of the A/EPC Agreement; CIMA was given eight business days to cure the problem. CIMA requested that they complete their four active projects, without the Architect, but with the Principal of the firm, Mr. Jose Gonzalez, Professional Engineer, acting as Engineer of Record for the firm. Since these projects are nearing completion and as an exception, and in lieu of the Architect of Record, the District's Building Official agreed to allow Mr. Gonzalez to complete the following Work Orders (projects):

- 1) Miami Edison Senior High School - iTech, Project Number 01333500
- 2) Martin L. King, Jr: Primary Learning Center, Project Number 01342800
- 3) Orchard Villa Elementary School, Project Number 01334600
- 4) Thena Crowder Elementary School, Project Number 01336000

The firm remains responsible for completion of the four open Work Orders to the satisfaction of the Board, and all required insurance shall remain in full force as required by Article IX of the A/EPC Agreement. No new Work Orders shall be assigned to CIMA. With the exception of the Work Orders listed above, there is no other compensation, or termination charges due to CIMA.

On January 26, 2016, CIMA was notified of the Termination, with cause (in accordance with Article XV of the Agreement), and advised that staff would take the recommendation to terminate to the Board at the earliest possible regular Board meeting.

**RECOMMENDED:** That the School Board of Miami-Dade County, Florida, terminate CIMA Engineering Corp. (dba CIMA) as Architectural/Engineering Projects Consultant Agreement for Miscellaneous Projects up to \$1 Million each, Category A. Small Business Enterprises, as follows:

- 1) with cause;
- 2) with the completion of four open Work Orders listed in the body of the item; and
- 3) with no other compensation due to the firm.

NAD:SGK:sgk