

Office of School Facilities  
Rose Diamond, Chief Facilities Officer

**SUBJECT: COMMISSIONING OF M.C. HARRY & ASSOCIATES, INC. AS ARCHITECT/ENGINEER OF RECORD FOR NEW STATE SCHOOL "W-1" (TO RELIEVE DANTE B. FASCELL AND DR. BOWMAN FOSTER ASHE ELEMENTARY SCHOOLS), A RE-USE OF THE ELEMENTARY SCHOOL PROTOTYPE PROJECT NO. A01032**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

### **Introduction**

At the Board meeting of April 13, 2005, the firm of M.C. Harry & Associates, Inc. (MCH) was commissioned as Architect/Engineer (A/E) of Record for a new "kit-of-parts" prototype Elementary School facility. The April commissioning included three sites, with pre-negotiated fees for future additional elementary school sites.

This project, new State School "W-1", has been advanced by approximately one year, from May 2009 substantial completion to May 2008 substantial completion, with occupancy by August 2008. To meet this aggressive schedule, staff recommends the re-use of the elementary school prototype.

After review by staff, MCH was assigned to provide A/E services for new State School "W-1" (to relieve Dante B. Fascell and Dr. Bowman Foster Ashe Elementary Schools), a re-use of the elementary school prototype, Project No. A01032.

Negotiations with MCH as A/E of Record have been successfully completed, as follows:

### **Project Scope**

The new State School "W-1", to be located on a 10 acre site at Southwest 45 Street and 162 Avenue, will be a re-use of the Prototype Elementary School State School "A-1" with a design capacity of 826 student stations (expandable to 1239 student stations in the future). The prototype consists of one two-story building for the Administrative Suite (first floor)/Media Center (second floor), one one-story building for Cafetorium/Food Service, Music and Art Labs, two two-story classroom buildings (three for the future expansion), P.E. Shelter, hardcourts, playfields, parent and bus drop-offs, covered walkways and all the ancillary spaces required by MDCPS Design Criteria, Department of Education (DOE), and all applicable Codes. Based on the pre-programming package prepared by staff, the estimated construction cost for this project is a total of \$28.3 million; \$21 million for the building and normal on-site/off-site work, plus an additional \$7.3 million for extraordinary

on-site and off-site conditions (wetlands mitigation, de-mucking and fill requirements, lake expansion, roadway improvements, etc.).

Construction of the project is anticipated to be executed using the Construction Management (CM) at-Risk delivery method. The selected CM at-Risk firm will be required to submit a Guaranteed Maximum Price (GMP) due at completion of 50% Construction Documents. If accepted by staff, the negotiated GMP will be submitted to the Board for approval.

The A/E has agreed to the following document submittal schedule:

Phase I – Schematic Design (Proposed Site Plan, including drainage calculations):	no later than 9-18-06
Phase III – 50% Construction Documents:	no later than 1-08-07
Phase III – 100% Construction Documents:	no later than 3-19-07

Construction is scheduled to commence no later than May 2007, with occupancy by August 2008.

### **Terms & Conditions**

#### **A. Basic Services Fees:**

The pre-negotiated lump sum fee for Basic Services agreed to by MCH is \$803,542. The fee represents approximately 2.84% of the estimated construction budget of \$28,267,627, and includes all required services and consultants (except as listed below). Basic Services Fees are as follows:

1. Re-Use Fee for Elementary School prototype documents (Per terms and conditions of current A/E Agreement for M-DCPS Projects Nos. A0820, A0823, A01125)	\$475,000
2. Extraordinary On- and Off-site conditions:	
A. Roadway Improvements/sidewalks:	\$85,246
B. Wetlands Mitigation, De-mucking and Fill:	\$160,000
C. Lake expansion/Special drainage conditions:	<u>\$83,296</u>
<b>TOTAL A/E BASIC SERVICES FEE:</b>	<b>\$803,542</b>

The Basic services Fees shall be paid based on the approved completion at the following phases:

Phase I - Schematic Design	\$143,207
Phase II/III - Construction Documents (50% complete)/GMP Bid/Award	\$233,740
Phase II/III - Construction Documents (100% complete/approved)	\$ 70,068
Phase V - Construction Administration (to Substantial Completion):	\$316,350
Phase V - Construction Administration (Punch List and Close Out):	\$ 32,142
Phase VI - Warranty/Post Occupancy	\$ 8,035
<b>BASIC SERVICES FEE:</b>	<b>\$803,542</b>

**B. Supporting Services Fees:**

The following services require prior written authorization by the Board designee:

1. Site Visits:  
The A/E and designated specialists will provide up to 280 additional site visits during construction at a fee of \$300/visit; (280 site visits x \$300/visit): Not-to-exceed \$84,000
  2. Traffic Consultant Fee: Not-to-exceed \$25,000
  3. On-Site Project Representative:  
(Full-time, senior level; If employee of MCH, max. \$98,000 annual salary x 1.7 multiplier, \$13,883/month x 14 months): Not-to-exceed \$194,367
  4. Design Lift Station (if required): Not-to-exceed \$14,046
  5. Insurance Premium reimbursement:  
(The A/E shall obtain no less than a \$2 million Project Specific professional liability insurance policy with a maximum deductible of \$50,000, unless otherwise instructed by the Board designee): Not-to-exceed \$155,000
- Total Supporting Services Fees: Not-to-exceed \$472,413**

**C. Other Terms and Conditions:**

- A/E-requested testing shall be arranged and paid for by the Board; specialized testing, pre-approved by the Board, but not available through the Board, shall be reimbursed by the Board on a direct cost basis;
- The cost of printing will be reimbursed by the Board on a direct cost basis, per conditions stipulated by the A/E Agreement;
- The provisional multiplier for hourly compensation is limited to 2.45 for any additional work approved by the Board;
- The Principals' rates are set at \$180/hour for the Architect, and \$180/hour for the

Designated Specialists, for Board-authorized additional services;

- The Agreement provides for termination of the A/E by the Board, with or without cause, upon thirty days written notice to the A/E. The A/E may terminate the Agreement, only with cause, upon thirty days written notice to the Board; and
- The A/E has accepted the terms and conditions of the Agreement and will commence services upon Board commissioning.

### **Project Funding**

Fund: 0330 Object: 5630 Location: 0211 Program: 1753 Function: 7400

### **Prior Commissioning & Performance Evaluation**

The Board has commissioned MCH for the following projects within the last three years:

- Elementary School Prototype, State School U-1, Project No. A0820, State School V-1, Project No. A0823, and State School A-1, Project No. A01125  
A/E Services  
Date Commissioned: April 13, 2005
- Program Validation for Renovations at Miami Central Senior, Project No. A01013  
A/E Services (Part I)  
Date Commissioned: November 17, 2004
- QZAB at Miami Central Senior, Project No. LP0041  
DCP Services  
Date Commissioned: November 17, 2004

The most recent overall performance evaluation score issued by staff to MCH was for the quarter ending December 31, 2005. Based on a performance scale of 1-5, the firm received a score of 3.44.

## **Principals**

The Principal/Owner designated to be directly responsible to the Board for M.C. Harry & Associates, Inc. is James W. Piersol. The firm is located at 2780 Douglas Road, Suite 302, Miami, Florida 33133.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, commission M.C. Harry & Associates, Inc. as Architect/Engineer of Record for New State School "W-1" (to relieve Dante B. Fascell and Dr. Bowman Foster Ashe Elementary Schools), a re-use of the Elementary School Prototype, Project No. A01032, as follows:

- 1) A lump sum fee of \$803,542 for Basic Services; and
- 2) The Project Scope and all the Terms and Conditions as set forth in the body of the agenda item.

NAD:SGG:sgg