

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

**SUBJECT: COMMISSIONING OF R. J. HEISENBOTTLE ARCHITECTS, P.A.,
AS ARCHITECT/ENGINEER OF RECORD FOR ADDITIONS,
REMODELING AND RENOVATIONS (PHASE I) AT SOUTHSIDE
ELEMENTARY SCHOOL
PROJECT NO. 00253900**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

**LINK TO
STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

Introduction

On July 12, 2006, the Board commissioned R.J. Heisenbottle Architects, P.A. (RJHA), as Architect / Engineer for Master Planning and Programming for Additions, Remodeling and Renovations at Southside Elementary. The completed Final Scope Definition / Master Plan was submitted to MDCPS on September 30, 2006. A revised Final Scope Definition / Master Plan was reviewed and approved by staff in February, 2007. Due to the complexity of the project, staff determined that the firm that developed the Final Scope Definition/Master Plan should provide full A/E services for the project. Therefore, full A/E services for design, construction documents, construction administration and post-occupancy services, may now proceed.

Negotiations with RJHA for Phase I have been successfully concluded as follows:

Project Scope

The project is anticipated to be implemented in two phases:

Phase I:

- Removal and/or demolition of all portable classrooms;
- Demolition of existing hard court and playfield;
- Construction of a new, three-story classroom building and media center (approx. 37,500 square feet, to house 540 new student stations resulting in a net capacity of 680 student stations), with underground parking (approx. 14,000 square feet); all related on- and off-site improvements (to include paved parking areas, play area(s), courtyards, parent and bus drop-off areas) and all required system connections to the existing facility.

Due to potential budget constraints, Phase I will be designed and bid with three deductive alternates:

Alternate 1 - New elevator at Building 04, bridge between Buildings 01 and 04, and outdoor covered dining area.

Alternate 2 - Renovations/remodeling (including structural repairs) – existing Building 01 (administration/classrooms).

Alternate 3 - Minor renovations – existing Buildings 02 (Cafetorium/Kitchen), 03 (Library/computer labs), and 04 (classrooms);

Construction Budget: \$11,562,000

Phase II: Not currently funded and not included in A/E Scope of Services

Construction of a second new three-story classroom building (approx. 32,300 square feet, to house 544 additional student stations resulting in a total adjusted capacity of 1224 student stations) with three roof-top hard courts; completion of underground parking; major remodeling of building 02 (the cafetorium, including relocation of the kitchen/serving area) and building 04.

Phase I of the project is anticipated to be delivered utilizing the Construction Management (CM) At-Risk method. The selected CM At-Risk firm may be required to submit multiple Guaranteed Maximum Price(s) (GMPs) to execute this project. If accepted by staff, the negotiated GMP(s) will then be submitted to the Board for approval.

To meet the aggressive schedule for construction of Phase I, the A/E has agreed to the following design and document submittal deadlines:

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|--|-------------------|
| • Phase I – Schematic Design: | May 15, 2007 |
| • Phase II – Design Development: | July 16, 2007 |
| • Phase III – Construction Documents, 50% complete: | October 16, 2007 |
| • Phase III – Construction Documents, 100% complete: | December 14, 2007 |

GMP Award is scheduled for February, 2008; Construction duration of 500 days; Substantial Completion by June, 2009; Occupancy August 2009.

Terms & Conditions

A. Basic Services Fee:

A total lump sum fee for Basic Services of \$775,000, which represents approximately 6.7% of \$11,562,000, the construction budget for Phase I, was negotiated. This fee includes all required services and consultants (except as noted below).

The Basic Services fee shall be paid at the following percentages, based on completion of the following phases:

• Phase I – Program Validation/Schematic Design:	10%
• Phase II – Design Development:	15%
• Phase III – Construction Documents, 50% complete:	20%
• Phase III – Construction Documents, 100% complete/approved:	20%
• Phase IV – Bid/Award:	5%
• Phase V – Construction Administration	
a) through Substantial Completion:	25%
b) Punch List and Close-out:	4%
• Phase VI – Warranty/Post Occupancy:	<u>1%</u>
TOTAL BASIC SERVICES FEE:	\$775,000

B. Supporting Services:

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

• Site Visits: The A/E and Designated Specialists will provide up to 100 additional site visits during construction at a flat fee of \$300/visit (100 site visits x \$300/visit):	Not-to-exceed \$30,000
• Threshold Inspections Fee:	Not-to-exceed \$55,000
• Insurance Premium reimbursement: (The A/E shall obtain a Project Specific professional Liability insurance policy in the amount of \$2,000,000, the premium for which, if acceptable to the Board, will be reimbursed on a direct cost basis):	Not-to-exceed \$100,000
• Traffic Consultant Fee (to be provided by MDCPS):	<u>N/A</u>
TOTAL SUPPORTING SERVICES FEES:	Not-to-exceed \$\$185,000

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 Principals' rates are set at \$125/hour for the Architect, and \$125/hour for the Designated Specialists, for Board-authorized additional services;
- The provisional multiplier for hourly compensation is limited to 2.45 for any additional services approved by the Board;
- The Agreement may be terminated by the Board, with or without cause, upon thirty (30) days written notice to the A/E; whereas, the A/E may terminate the agreement, with cause only, upon thirty (30) days written notice to the Board; and
- The A/E has agreed to the time-sensitive schedule and the terms and conditions of the Agreement, and will commence services upon Board commissioning.

Project Fund

Fund: 0331 Object: 5630 Location: 0206 Program: 2840 Function: 7400

Prior Commissioning & Performance Evaluation

The Board has commissioned R.J. Heisenbottle Architects, PA, for the following project(s) within the last three years:

- New State School "K-1", Part 1 - Final Scope Definition/Master Plan, Project No. 00253900
A/E Services
Date of Commissioning: July 12, 2006

There is no current performance evaluation data available for R.J. Heisenbottle Architects, PA.

Principals

The Principal/Owner designated to be directly responsible to the Board for R.J. Heisenbottle Architects, PA, is Richard J. Heisenbottle. The firm is located at 340 Minorca Avenue, Suite #10, Coral Gables, Florida 33134.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission R.J. Heisenbottle Architects, PA, as Architect/Engineer of Record for Additions, Remodeling and Renovations (Phase I) at Southside Elementary School, Project No. 00253900, as follows:

- 1) A lump sum fee of \$775,000 for A/E basic services;
- 2) the Project Scope and all the Terms and Conditions as set forth in the body of the agenda item.

NAD:SGG:sgg