

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

**SUBJECT: COMMISSIONING OF KVH ARCHITECTS, P.A., AS ARCHITECT/
ENGINEER OF RECORD FOR INDOOR AIR QUALITY
REMEDIAION AT FLORIDA CITY ELEMENTARY
PROJECT NO. 00437100**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

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

Introduction

Staff completed the selection process for one or more Architect/Engineers (A/E) to provide Architectural/Engineering services for the Facilities Five-Year Work Program through FY 07-08 (as may be amended from time to time) for Deferred Maintenance and Americans with Disabilities Act (ADA) Modifications Projects at Various Facilities throughout the School District.

Forty-five firms applied; thirteen firms were short-listed, interviewed and ranked as follows:

- URS Corporation Southern
- Reynolds, Smith and Hills, Inc.
- Laura M. Perez & Associates
- BBA Joint Venture
- MCH / APEC Joint Venture
- KVH Architects, P.A.
- Corzo Castella Carballo Thompson Salman, P.A.
- A.D.A. Engineering, Inc.
- Avarit, Inc.
- Architects International, Inc.
- Architektnics Architects & Planners
- Rodriguez Peterson & Porras Architects, Inc.
- SBLM Architects, P.A.

Project Assignment

Assignment of projects is based on alignment of firm's capabilities, workload performance, construction values and scheduling of each project.

KVH Architects, PA (KVH) completed a comprehensive Indoor Air Quality (IAQ) assessment report for Florida City Elementary, which was submitted to MDCPS on February 10, 2006. The assessment report sets out the scope of work, and the estimated construction costs associated with the project. MDCPS has accepted the report as the programming document.

Therefore, based on the above criteria, and to maintain continuity, staff recommends that KVH be commissioned as A/E of Record for IAQ Remediation at Florida City Elementary, Project No. 00437100.

Negotiations with KVH have been successfully concluded as follows:

Project Scope

Based on the KVH up-dated cost estimate (September 2007), the project scope of work includes, but is not limited to, the following:

Site – installation of new underground drainage system; re-grading/re-sodding to improve run-off; correction of flooding at buildings 13 and 18, between building 13 and 14/17, and between buildings 15/16 and 18;

Remodeling – enclose and air condition the interior corridors between Buildings 04 and 05, 06 and 07, 13 and 17, and 17 and 18; ADA up-grades (toilet rooms, clinic, stage, doors and door hardware, etc.);

Renovations – replacement of existing jalousie and other windows, window shading system, and carpet; removal and replacement of damaged drywall, ductwork and acoustical tile ceilings; replacement of various AHUs and A/C controls; addition or replacement of lighting; insulation of exterior walls.

IAQ Testing/Insurance – to be specified as required by the A/E of Record and executed by the JOC contractor (or by MDCPS independently).

Construction Budget: \$2,169,952

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

| | |
|---|--------------------|
| Phase I – Schematic Design: | March 14, 2008 |
| Phase II/III – Construction Documents, 50% complete: | June 16, 2008 |
| Phase II/III – Construction Documents, 100% complete: | September 15, 2008 |

Construction of the project will be executed using the Job Order Contract (JOC) delivery method. Project construction milestone are as follows:

| | |
|---|---------------|
| JOC Notice to Proceed: | October 2008 |
| Substantial Completion (construction duration approx. 365 days) | October 2009 |
| Final completion: | November 2009 |

Terms & Conditions

A. Basic Services Fees:

KVH has agreed to a lump sum fee for Basic Services of \$184,200 which represents approximately 8.5% of \$2,161,952, the construction budget. This fee includes all required services and consultants. Basic Services fees shall be paid based on completion of the following phases:

| PHASE | % OF FEE | FEE AMOUNT |
|--|-------------|------------------|
| Phase I – Program Validation/Schematic Design | 13.4% | \$ 24,600 |
| Phase II/III – Construction Documents, 50% complete: | 27.8% | \$ 51,200 |
| Phase II/III – Construction Documents, 100% complete/approved: | 27.8% | \$ 51,200 |
| Phase IV – Bid/Award | 1.6% | \$ 3,000 |
| a) Through Substantial Completion: | 26.3% | \$ 48,400 |
| b) Punch List/ Closeout: | 2.7% | \$ 5,000 |
| Phase VI – Warranty/Post Occupancy | 4% | \$ 800 |
| TOTAL BASIC SERVICES FEE: | 100% | \$184,200 |

B. Supporting Services Fees:

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

1. Fee for development of As-built drawings for design purposes, if required: Not-to-exceed \$15,000
2. Site visits – The A/E and Designated Specialists may provide up to 100 additional site visits during construction at a flat fee of \$300/visit: Not-to-exceed \$30,000

TOTAL SUPPORTING SERVICES FEES: Not-to-exceed \$45,000

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 A/E shall maintain no less than a \$1 million professional liability insurance policy with a maximum deductible of \$25,000;
- 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 terms and conditions of the A/E Agreement, and will commence services upon Board commissioning.

Project Fund

Fund: 0371 Object: 5680 Location: 2001 Program: 1568 Function: 7400

Prior Commissioning & Performance Evaluation

The Board has commissioned KVH Architects, PA, for the following projects within the last three years:

- Re-roofing Term Bid Projects at Various Locations
A/E Services
Date of Commission: 9-5-07
- Deferred Maintenance Package #11, Renovations, Maintenance and Repairs at Thena Crowder EI, Project No. 00261800, Toussaint L'Ouverture EI, Project No. 00266500, and Morningside EI, Project No. 00261500
A/E Services
Date of Commission: 5-10-06
- Deferred Maintenance Package #16, General Repairs and Rehabilitation at Crestview Elementary, Project No. 00263800
Full A/E Services
Date of Commission: 1-18-06

- Deferred Maintenance Package #6, Re-roofing projects at Various Locations
Full A/E Services
Date of Commission: 12-14-05
- Architectural/Engineering Projects Consultant (4-year term contract for projects up to \$1 million in construction value)
A/EPC Services
Date(s) of Commission: 4-14-04 (renewed 5-18-05, 3-15-06 and 3-14-07)

The most recent overall performance evaluation score issued by staff to KVH Architects, PA, was for the quarter ending March 31, 2007. Based on a performance scale of 1-5, the firm received a score of 3.15.

Principal

The Principal/Owner designated to be directly responsible to the Board for KVH Architects, PA, is Caridad Hidalgo-Gato. The firm is located at 3900 NW 79th Avenue, Suite 465, Miami, Florida 33166.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission KVH Architects, PA as Architect/Engineer of Record for Indoor Air Quality Remediation at Florida City Elementary School, Project No. 00437100, as follows:

- 1) a lump sum fee of \$184,200 for A/E 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