

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

SUBJECT: COMMISSIONING OF MEXAL CORP., AS CONSTRUCTION MANAGEMENT AT-RISK FIRM FOR ELECTRICAL UPGRADES AT ROCKWAY MIDDLE SCHOOL, PROJECT NO. 00443500; AND HVAC REPLACEMENT AT WILLIAM H. TURNER TECHNICAL ARTS HIGH SCHOOL, PROJECT NO. 00443600

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Introduction

Staff has completed the selection process for Construction Management (CM) at-Risk firms for the Facilities Work Program FY 05-06 (as may be amended from time to time) and which may include three additional years. The CM at-Risk firms were solicited for Category "C" projects to provide pre-construction services for projects with construction values under \$5 million.

Of the six (6) firms that applied for this category, the following firms were interviewed and ranked by the Selection Committee on January 4, 2006:

- 1* BDI Construction Company
- 1* Kalex Construction & Development, Inc.
- 2 Zurqui Construction Services, Inc.
- 3 Mexal Corp.
- 4 T&G Constructors
- 5 JCI International, Inc.

*Note: The above referenced identical final ranking scores for BDI Construction Company and Kalex Construction & Development, Inc. are result of a tie during interviews.

Project Assignments

The referenced CM at-Risk firms are assigned projects based on the alignment of construction values with each firm's capabilities, pre-qualification certificate amounts, workload, performance and scheduling of each project. Based on these criteria, staff recommends commissioning of Mexal Corp. for Electrical Upgrades at Rockway Middle School, Project No. 00443500; and HVAC Replacement at William H. Turner Technical Arts High School, Project No. 00443600.

Negotiations with Mexal Corp. have been successfully concluded as follows:

A. Project Scope – Rockway Middle School

Replacement of approximately 48 electrical panels and associated feeder wire, 4 step-down transformers, and approximately 10 disconnects throughout the facility. The AE will provide a phasing plan (cost estimates for the work itemized by building) to accomplish the work within the available budget:

Part I Construction Budget: Not-to-exceed \$972,000
Part II Construction Budget: Not-to-exceed \$528,000 (not currently funded)

B. Project Scope – William H. Turner Technical Arts High School

Replacement of approximately 37 Chilled Water Air Handling Units and controls. The AE will provide a phasing plan to accomplish the work within the available budget:

Part I Construction Budget: Not-to-exceed \$720,000
Part II Construction Budget: Not-to-exceed \$780,000 (not currently funded)

The CM at-Risk firm may be required to submit multiple Guaranteed Maximum Price (GMP) proposals for the project. If accepted by staff, the negotiated GMP Proposal(s) will be submitted to the Board for approval.

Project Schedules:

A. Rockway Middle School

Design Phase Completion (Part I & Part II):	June 2008
Bid/Award/GMP (Part I):	August 2008
Substantial Completion (13 months, Part I):	September 2009

B. Turner Technical Arts Senior

Design Phase Completion (Part I & Part II):	July 2008
Bid/Award/GMP (Part I):	August 2008
Substantial Completion (13 months, Part I):	September 2009

Terms & Conditions

The agreement negotiated by staff contains the following terms and conditions:

1. Mexal Corp. agrees to provide the requisite pre-construction services for this project, including, but not limited to, the following:

- Review all design and construction documents prepared by the Project Architect/Engineer, as well as all existing on-site conditions, to ensure constructability of the project.
 - Provide the District with value engineering analysis, cost saving recommendations and estimates throughout the various phases of design.
 - Prepare a master construction schedule to identify potential time saving measures and to facilitate the timely completion of the project.
 - Coordinate with District staff and Project Architect/Engineer to ensure that all the necessary testing, permitting applications and regulatory agency reviews are accomplished.
 - Identify all the various bid packages needed to successfully execute the project, and conduct pre-bid conferences with qualified sub-contractors, material suppliers and equipment vendors.
2. The negotiated lump sum fee for pre-construction services for Rockway Middle School is **\$25,033** for the construction budget of \$1,500,000 (Part I and Part II). This fee represents approximately 1.66% of the construction budget;
 3. The negotiated lump sum fee for pre-construction services for William H. Turner Technical Arts High School is **\$24,250** for the construction budget of \$ 1,500,000 (Part I and Part). This fee represents approximately 1.61% of the construction budget;
 4. Costs for printing shall be reimbursed by the Board on a direct cost basis;
 5. The agreement provides for termination by the Board prior to the GMP, with or without cause, upon written notice to the CM at-Risk firm; whereas the CM at-Risk firm may terminate the agreement, with special cause only, upon written notice to the Board in accordance with the terms of the Agreement;
 6. The Board is under no obligation to assign a minimum number of projects or minimum value to the CM at-Risk firm under this agreement;
 7. Upon completion of the pre-construction services, the CM at-Risk firm shall negotiate Guaranteed Maximum Price (GMP) proposals for the construction project. If accepted, staff will submit the negotiated GMP proposals for Board approval; and
 8. Mexal Corp. has agreed to the terms and conditions of the contract and will commence services upon Board commissioning.

The negotiated Pre-Construction Services fees will be paid on completion of the following phases

PRE-CONSTRUCTION SERVICES – PHASE DESCRIPTION	PART I ROCKWAY MIDDLE (GMP #1)	PART II ROCKWAY MIDDLE (GMP #2)
	FEE AMOUNT	FEE AMOUNT
Design Review, Constructability & Value Engineering	\$4,750	
Review of Existing Conditions.	\$8,000	
Cost Estimating and Cost Controls	\$2,550	\$1,411 *
Scheduling	\$2,250	\$1,749 *
Bidding	\$2,500	\$1,823 *
TOTAL PRE-CONSTRUCTION SERVICES FEE:	\$20,050	\$4,983 *

* Note: This fee will be applicable, only if Part II funding becomes available.

PRE-CONSTRUCTION SERVICES – PHASE DESCRIPTION	PART I TURNER TECHNICAL ARTS HIGH (GMP #1)	PART II TURNER TECHNICAL ARTS HIGH (GMP #2)
	FEE AMOUNT	FEE AMOUNT
Design Review, Constructability & Value Engineering	\$4,750	
Review of Existing Conditions.	\$6,000	
Cost Estimating and Cost Controls	\$2,550	\$2,550 *
Scheduling	\$2,250	\$2,250 *
Bidding	\$1,950	\$1,950 *
TOTAL PRE-CONSTRUCTION SERVICES FEE:	\$17,500	\$6,750 *

* Note: This fee will be applicable, only if Part II funding becomes available.

Project Funding

A. Rockway Middle

Fund: 0331; Object: 5680; Location: 6821; Program: 1513; Function: 7400

B. Turner Technical Arts High

Fund: 0331; Object: 5680; Location: 7601; Program: 1513; Function: 7400

Prior Commissioning & Performance Evaluation

- CM at-Risk for Deferred Maintenance Package #16 General Repairs and Rehabilitation at Crestview Elementary School, Project No. 00263800
Estimated Construction Cost: \$5,512,629
Commissioned: February 15, 2006

The most recent performance evaluation score issued by staff to Mexal Corp. was for the quarter ending September, 2006. Based on a scale of 1-5, the firm received a score of 3.08 for contracting services.

Principal

The Principal/Owner designated to be directly responsible to the Board for Mexal Corp. is Francisco Llamozas. The firm is located at 4960 SW 72th Street, Suite 307, Miami, FL 33155.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission Mexal Corp, as Construction Management at-Risk firm for Electrical Upgrades at Rockway Middle School, Project No. 00443500; and HVAC Replacement at William H. Turner Technical Arts High School, Project No. 00443600, as follows:

- 1) Rockway Middle School, a lump sum fee of \$20,050 for pre-construction services for Part I and a lump sum fee of \$4,983 Part II;
- 2) William H. Turner Technical Arts High School, a lump sum fee of \$17,500 for pre-construction services for Part I and a lump sum fee of \$6,750 for Part II; and
- 3) the Project Scopes and all the Terms and Conditions as set forth in the body of the agenda item.

NAD:OS:os