

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

**SUBJECT: AMENDMENT TO THE ARCHITECTURAL/ENGINEERING
AGREEMENT WITH LANDERA ASSOCIATES, P.A., TO
INCLUDE NECESSARY ADA WORK AT ROCKWAY MIDDLE
SCHOOL
PROJECT NO. 00438300**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

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

Introduction

On December 19, 2007, the Board commissioned the firm of Landera Associates, P.A. (Landera), to provide architectural/engineering (A/E) services for electrical upgrades at Rockway Middle School, Project No. 00443500.

Subsequent to this commissioning, additional ADA Renovations, Maintenance and Repairs were identified at Rockway Middle School. In order to maintain continuity of A/E services and to expedite the project, staff recommends that Landera's agreement be amended to include the additional ADA scope of work.

Additional Scope of Work

Rockway Middle School - ADA Renovations, Maintenance and Repairs

- Single use toilet room upgrades
- New elevator
- Additional covered walkways
- Clinic upgrades
- New wheelchair lift
- Auditorium seating modifications
- Casework, sink and water fountain modifications
- Hardware and signage upgrades
- Fire alarm upgrades

Negotiations with Landera have been successfully concluded and the firm has agreed to provide full A/E services as follows:

Project Scope

Part I & II Original Construction Budget: No change \$1,500,000
 Part III Construction Budget (added ADA scope): Not-to-exceed \$1,143,200

Project Schedule

Part I & II Schedule: No change
 Part III Schedule: As follows

Programming Documents due no later than: July 1, 2008
 Phase II/III Construction Documents 50% due no later than: Sept. 15, 2008
 Phase II/III Construction Documents 100% due no later than: Nov. 15, 2008

Part I & II Construction duration: No change
 Part III Construction duration: 10 months
 (with the following target milestone dates)

Bid/Award/GMP: February 2009
 Substantial Completion: December 2009

Terms & Conditions – Rockway Middle School

A. Part I & II Basic Services Fees: No change \$100,100
 Part III Basic Services Fees: See below

Landra has agreed to a lump sum fee for Basic Services for Part III of \$97,000 which represents approximately 7.46% of the estimated total Construction Budget (Parts I, II & III) of \$2,643,200 (Part II is not currently funded). This fee includes all required services, consultants. Basic Services fees shall be paid based on completion of the phases listed below:

BASIC SERVICES - PHASE DESCRIPTION	ROCKWAY MIDDLE	
	% OF FEE	FEE AMOUNT
Phase I - Schematic Design	12%	\$11,640
Phase II/III - Construction Documents, 50% completed	25%	\$24,250
Phase II/III - Construction Documents, 100% complete/approved	30%	\$29,100
Phase IV - Bid/Award	3%	\$2,910
Phase V - Construction Administration: a) Through Substantial Completion	25%	\$24,250
b) Punch List/Closeout	4%	\$3,880

Phase VI - Warranty/Post Occupancy	1%	\$970
TOTAL BASIC SERVICES FEE:	100%	\$97,000

B. Supporting Services Fees

Part I & II: No change
Part III - Programming: \$8,000

Site Visits: Landera and Designated Specialists will provide additional site visits at a flat fee of \$300/visit (these services require prior written authorization by the Board-designee):

Part I & II: No change
Part III - 42 additional visits: Not-to-exceed \$12,600

Total Supporting Services Fees: Not-to-exceed \$20,600

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 \$150/hour for the Architect, and \$150/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 AE Agreement, and will commence services upon Board commissioning.

Project Funding

Rockway Middle ADA Scope Only:

Fund: 0331; Object: 5680; Location: 6821; Program: 1508; Function: 7400

Prior Commissioning & Performance Evaluation

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

- Electrical Upgrades at Rockway Middle School & Mechanical Upgrades at William H. Turner Technical Arts High School
AE Services
Date Commissioned: December 19, 2007
- Re-roofing Term Bid – Various Locations
AE Services
Date Commissioned: November 21, 2006

The most recent overall performance evaluation score issued by staff to Landera was for the quarter ending December 31, 2007, based on a scale of 1-5, and the firm received an average score of 3.46 for A/E Services.

Principal

The Principal/Owner designated to be directly responsible to the Board for Landera is Mr. Osvaldo Landera, AIA. The firm is located at 6080 Bird Road, Suite 4, Miami, Florida 33155.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, amend the Architectural/Engineering agreement with Landera Associates, P.A., to include necessary ADA work at Rockway Middle School, Project No. 00438300, as follows:

- 1) a lump sum fee of \$97,000 for A/E Basic Services for Part III (ADA scope);
- 2) the Project Scope and all the Terms and Conditions as set forth in the body of the agenda item.

NAD:EWf:ewf