

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

**SUBJECT: COMMISSIONING OF JAMES B. PIRTLE CONSTRUCTION COMPANY, INC., AS THE CONSTRUCTION MANAGEMENT AT-RISK FIRM FOR THE PHASED SCHOOL REPLACEMENT OF MIAMI NORLAND SENIOR HIGH LOCATED AT 1050 N.W. 195 STREET, MIAMI, FLORIDA 33169, PROJECT NO. 00223200**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

### Introduction

On June 10, 2013, a solicitation was published to competitively select a Construction Management at-Risk (CMR) firm to provide pre-construction services for the phased replacement of Miami Norland Senior High School located at 1050 NW 195 Street Miami, Florida 33169. Eight (8) firms applied and seven (7) firms were shortlisted to compete for this project. One (1) firm did not comply with the minimum requirements for this solicitation and was disqualified.

On August 8, 2013, seven (7) firms were interviewed and subsequently ranked by the Selection Committee as follows:

1. James B. Pirtle Construction Company, Inc. (Pirtle)
2. Coastal Construction Company
3. Munilla Construction Management, LLC (d/b/a MCM)
4. Kaufman Lynn Construction, Inc.
5. Turner Construction
6. OHL Building, Inc.
7. Klewin Construction

Negotiations with Pirtle have been successfully concluded and the firm has agreed to provide CMR pre-construction services as follows:

### Project Description and Scope

The scope of work for the project includes, but is not limited to, the following:

- Existing Campus:

The original school was constructed in 1958 and currently consists of 15 buildings

(including a recently built gym and existing gym previously remodeled into classrooms), sports fields, courts, parking, fully developed site and various additions built between 1964 and 2006.

- Project Scope:

The Scope of Work includes, but is not limited to, phased replacement of buildings Nos. 1 through 5, Nos. 7 through 11 and No. 13 to provide 1,413 student stations (in addition to the 280 existing student stations, which shall remain in place). The master plan shall consider and include a possible future addition to accommodate another 200 additional student stations, all required on-site and off-site improvements and up-grade of infrastructure (to accommodate new and existing loads). The new building(s) shall be designed and constructed to meet the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) for Schools rating system.

Sector 1 of this multi-phased replacement project may include, but is not limited to, the following: new multi-story building, all related support spaces and MEP systems, all on-site and off-site improvements, temporary parking, staging and selective/major demolition on a fully occupied school campus. Sector 2 shall include any and all remaining scope/work required to complete the overall project.

The need to phase this project to minimize disruption to students and faculty during construction, the potential for unknown conditions and the fact that key infrastructure will need to be shared between the new buildings and the two buildings that will remain, all contribute to the selection of Construction Management (CM) at-Risk as the delivery method of choice.

Project Schedule:

The timeline for this project is very aggressive in order to achieve occupancy for the 2016 and 17 school year. Project milestone dates are as follows:

- Program Validation, Master Plan & Project Phasing Plans      September 9, 2013
- Phase I Schematic Design:      November 4, 2013
- Phase II/III Construction Documents 50% complete:      February 28, 2014
- Phase II/III Construction Documents 100% complete:      June 22, 2014
- Award GMP (all Sectors) to CM at-Risk firm:      October 2014
- Substantial Completion (Sector 1):      April 2016
- Occupancy (Sector 1):      August 2016
- Demolition Phase(s), completed:      September 2016
- Substantial Completion (Sector 2):      September 2016
- Occupancy (Sector 2):      October 2016

Construction Budget      \$24,000,000 (GOB funded)

## Terms and Conditions

The Agreement negotiated by staff contains the following key terms and conditions:

1. Pirtle 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. Review of existing conditions includes cost for all Ground Penetration Radar services.
  - 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 is \$130,000, which represents approximately 0.54% of the construction budget. In consideration for entering into this Agreement, the CMR agrees that any and all costs and fees incurred by the CMR associated with the CMR's performance of all pre-construction services set forth in this Agreement shall be borne solely by the CMR.

<b>PRE-CONSTRUCTION SERVICES</b>	<b>FEE</b>
Phase I - Schematic Design	\$13,000
Phase II/III - 50% Construction Documents	\$39,000
Phase II/III - 100% Construction Documents	\$45,500
Phase IV - Bidding/GMP Submittal/GMP Negotiations/Award of GMP Amendment	\$32,500
<b>TOTAL PRE-CONSTRUCTION SERVICES LUMP SUM FEE:</b>	<b>\$130,000</b>

3. To the extent possible, printing of the project manuals will be accomplished using in-house resources. Cost of other authorized printing will be reimbursed by the Board on a direct cost basis, per conditions stipulated in the CMR Agreement;
4. The Agreement provides for termination by the Board, with or without cause, upon written notice to the CMR firm; whereas the CMR firm may terminate the Agreement, with cause only, upon seven (7) days written notice to the Board per conditions stipulated in the CMR Agreement;

5. Upon completion of the pre-construction services, the CMR firm shall negotiate a Guaranteed Maximum Price (GMP) for the construction project. If accepted, staff will submit the negotiated GMP for Board approval.
6. Small/Micro Business Utilization:  
Pirtle has agreed to Small Business Enterprise Utilization Goals of: 10% Pre-Construction, 20% Construction and 10% Construction Management (approved by the SBE Goal Setting Committee).
7. Minority/Women Business (M/WBE) Utilization:  
Pirtle has agreed to a M/WBE utilization goal of 28%; this includes 20% African American-owned firms and 8% for Woman-owned firms.
8. Local Workforce Utilization:  
Pirtle has agreed to Local Workforce Utilization Goals of 20% for Construction (approved by the SBE Goal Setting Committee).
9. Pirtle has agreed to all terms and conditions of the Agreement, and also agrees they are fully responsible for all required pre-construction services and will commence services upon commissioning by the Board.

The August 8, 2013, Selection Committee was comprised of the following individuals:

<u>Committee Members</u>	<u>Representing</u>
Sylvia Berenguer, Dir. Const., FIU	Office of the Superintendent
Carl Nicoleau, Assist. Superintendent	Office of School Facilities - Maintenance
Brian Williams, OEO Officer	Office of Economic Opportunity
Linda Amica-Roberts, Admin. Director	Education Transformation Office
Raul Perez, Executive Director	Office of School Facilities - Construction
Harry Munoz, Building Official	Educational Facilities Code Compliance
Don Bailey, Project Manager II	Office of School Facilities - Construction
Reginald Lee, Principal, Mia. Norland	At-Large Alternate Voting Member

A representative from the Office of Management & Compliance Audits validated the interview scoring calculations and final tabulation. A representative from the Miami-Dade County Office of the Inspector General attended the Interviews and Octavio Suarez, AE Consultant (non-voting) from A/E Selection & Negotiations, was the facilitator.

Project Funding – General Obligation Bond

Fund: 351000; Object: 563000; Location: 1738100; Program: 26630000; Function: 740000

Principal

The Principal/Owner designated to be directly responsible to the Board for Pirtle is Mike Geary. Pirtle is a registered local vendor with offices at 175 SW 7<sup>th</sup> Street, Miami, FL 33130.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, commission James B. Pirtle Construction Company, Inc., as the Construction Management at-Risk firm for the Phased School Replacement at Miami Norland Senior High located at 1050 N.W. 195 Street Miami, Florida, 33169, Project No. 00223200, for the following considerations:

- 1) a total fee of \$130,000 for pre-construction services; and
- 2) the Project Scope and the Terms and Conditions, items 1 through 9, as set forth in the body of this agenda item.

NAD:ODS:ods