

Business Operations  
Ofelia San Pedro, Deputy Superintendent

**SUBJECT:            AUTHORITY TO AMEND AND CONVERT THE AGREEMENT WITH REYNOLDS, SMITH AND HILLS, INC., FOR THE K-8 CONVERSION PROJECT AT FRANK C. MARTIN ELEMENTARY SCHOOL FROM DESIGN CRITERIA PROFESSIONAL (DCP) TO PROJECT ARCHITECT/ENGINEER (A/E) PROJECT NO. A01093**

**COMMITTEE:        FACILITIES AND CONSTRUCTION REFORM**

### Introduction

On November 17, 2004, the Board commissioned the firm of Reynolds, Smith and Hills, Inc. (RS&H) as Design Criteria Professional (DCP) for the K-8 Conversion Project at Frank C. Martin Elementary School. Upon completion of the design criteria package by RS&H, the Design-Build firms selected for this project were given the opportunity to submit their bids. However, the only bid received by the District was significantly higher than both the allowable cost per student station and the construction budget for this project. Consequently, on May 18, 2005, the Board rejected the sole bid received by the District and authorized a change in the delivery method for this project from Design-Build to Construction Management (CM) At-Risk.

In order to proceed with the delivery of this project via CM At-Risk, the DCP agreement with RS&H is being converted to Project Architect/Engineer (A/E) and thereby shall provide full architectural/engineering services. This conversion will enable the District to proceed immediately with the preparation of design development and construction documents for this project. In addition, as part of this conversion, RS&H will also perform program and cost value analysis in order to identify potential cost saving measures for this project.

Negotiations with RS&H to provide full architectural/engineering services for this project have been successfully completed.

### Project Scope

The revised scope of work for this project includes the following construction phases:

#### Phase I

- A new two-story classroom addition (consisting of approximately 69,000 square feet) that will house 595 new student stations and will include a media center, dining room with stage, kitchen and covered patio.

- In addition, the following site improvements are also included to convert the school into a K-8 facility:
  1. Additional staff and visitor parking.
  2. New parent drop-off and covered walkway.
  3. New bus drop-off and covered walkway.
  4. New covered P.E. shelter.
  5. Two new middle school hardcourts and two new elementary school hardcourts.
  6. New covered walkways and sidewalks to connect the new middle school building to the existing facilities.
  7. New landscaping, fences and improvements to the existing irrigation system.
  8. Improvements to on-site and off-site utilities.
  9. Renovations of the service yard to accommodate the requirements of both the elementary and middle school components.

## Phase II

- Remodeling and conversion of the existing media center to two (2) primary classrooms, a K-4 Music Lab and Art Lab (a total of 36 new student stations).
- Remodeling and conversion of the existing Music and Art labs to two (2) intermediate classrooms (a total of 44 new student stations).
- Demolition of existing cafeteria, P.E. shelter and storage facilities, flammable storage shed, as well as the removal of portable classrooms.

The initial phase of this project (Phase I) is scheduled to be completed and ready to occupy by October 2006. The remainder of the project (Phase II) is scheduled to be completed by December 2006. **However**, the CM At-Risk firm for this project will be required to submit a Guaranteed Maximum Price (GMP) at completion of 50% construction documents; if accepted by the Board, the scheduled completion date will be accelerated by up to 3 months, with a new target completion date of July 2006 for Phase I and September 2006 for Phase II.

## Terms and Conditions

The lump sum basic services fee agreed to by RS&H to provide full architectural/engineering services for this project is \$677,140. The fee represents approximately 6.39% of the current estimated construction cost of \$10,600,000. A breakdown of the basic services fee is as follows:

- Program & Cost Value Analysis: \$ 25,000 (New Fee)
- Phase I (Scope / Concept / Schematics): \$ 38,500  
(Under DCP Contract)
- Phase II (Design Development)  
Completion of 50% Construction Documents: \$180,000 (New Fee)
- Phase III (Construction Documents)

75% Construction Documents:	\$125,000 (New Fee)
100% Construction Documents (Final Approval):	\$125,000 (New Fee)
• GMP Evaluation, Analysis & Award	\$ 25,000 (New Fee)
• Construction Administration Services	\$145,440 (Revised Fee)
• Punchlist / Closeout Services	\$ 10,700 (Revised Fee)
• Warranty Services	\$ <u>2,500</u> (Revised Fee)
<b>TOTAL BASIC SERVICES FEE</b>	<b>\$677,140</b>

In addition to the above, the following services, to be utilized at the option of the Board's designee, were previously agreed to by RS&H under their DCP contract:

- The A/E and its sub-consultants will provide up to 80 site visits during construction at a fee of \$300/visit.
- A not-to-exceed fee of \$10,000 for a traffic engineering study.
- A not-to-exceed fee of \$10,000 for a food services consultant.
- A lump sum fee of \$600/meeting for presentations at community meetings, if requested by the Board's designee, and providing minutes of said meetings.
- A not-to-exceed fee of \$50,000 for threshold inspections during construction, if requested by the Board's designee.
- A lump sum fee of \$5,000 for re-use of the RS&H design previously commissioned by the Board for the K-8 Conversion at Eugenia B. Thomas Elementary School.

Other terms and conditions were negotiated as follows:

- A lump sum fee of \$28,000 for design criteria services rendered under the DCP contract.
- A not-to-exceed fee of \$12,000 for bidding and award services rendered under the DCP contract.
- A future fee of \$5,000 for any re-use and adaptation of the A/E's design documents, if approved by the Board, at another school site.
- The multiplier for hourly compensation is limited to 2.45 for extra work.
- The A/E principals' rate is set at \$100/hour.
- The Board shall reimburse the A/E for the direct cost of procuring a Project Specific Professional Liability Insurance policy of a maximum of \$2.0 million (the actual limits of coverage to be determined by the Board's designee) with a not-to-exceed deductible of \$50,000.
- The Board shall reimburse the A/E for the cost of reproducing Board requested contract documents on a direct cost basis.
- The agreement provides for termination 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.

RS&H has accepted the terms and conditions of the A/E agreement for this project.

The principals of RS&H are Leerie Jenkins and David Robertson. The firm is located at 6161 Blue Lagoon Drive, Suite 200, Miami, Florida.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the amendment and conversion of the agreement with Reynolds, Smith and Hills, Inc., for the K-8 Conversion Project at Frank C. Martin Elementary School - Project No. A01093, from Design Criteria Professional (DCP) to Project Architect/Engineer (A/E), as follows:

- 1) a lump sum basic services fee of \$677,140, to provide full architectural/engineering services for this project, which represents approximately 6.39% of the current estimated construction cost of \$10,600,000; and,
- 2) other terms and conditions as set forth in the body of this agenda item.

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