

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

SUBJECT: RE-COMMISSIONING OF JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. (D/B/A PIRTLE CONSTRUCTION COMPANY) AS CONSTRUCTION MANAGEMENT AT-RISK FIRM FOR NEW STATE SCHOOL "TT-1" (TO RELIEF CAMPBELL DRIVE ELEMENTARY SCHOOL), A RE-USE OF THE K-8 PROTOTYPE PROJECT NO. A01106

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Introduction

On October 11, 2006, the Board commissioned Pirtle Construction Company (Pirtle) as the Construction Management (CM) at-Risk firm for new State School "TT-1" (to relieve Campbell Drive Elementary School) a re-use of the K-8 prototype. On March 14, 2007, the Board terminated the Agreement with Pirtle as the CM at-Risk firm (and under a separate item with Zyscovich, Inc. as A/E of Record) without cause, despite efforts by the Homestead Educational Facilities Benefit District (HEFBD) to turnover a ready-to-build site by November 30, 2006, per the Board's tri-party Interlocal Agreement with the City of Homestead and the HEFBD. Additional background information is detailed under a companion Board item (F-41). Contingent upon Board approval of item F-41, staff recommends that this project be reinstated and the CM at-Risk firm be re-commissioned to complete the project. The re-commissioning of the A/E firm has been submitted to the Board under a separate item Board (F-42).

Negotiations with Pirtle have been successfully concluded as follows:

Project Scope

The scope includes, but is not limited to, the following:

Part A (GMP #1)

- All required site remediation, preparation and development as identified on documents provided by MACTEC Engineering and Consulting, Inc., of the project site consisting of the western +/- 16 acres of a +/- 35 acre site (parent site) in the City of Homestead, Florida, located at SW 328 Street between SW 157 and SW 162 Avenues.

REPLACEMENT

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- The scope of work for the initial phase of the overall project includes, but is not limited to, removal/disposal of construction and demolition debris (on the western and eastern portions of the parent site), removal/replacement of areas previously prepared on the western portion of the site, de-mucking, cutting, backfilling, rough grade work for the new school and fencing for the entire site.
- Simultaneously with the site work, the CM at-Risk firm will provide all required pre-construction services for the new K-8 school.

Part B (GMP#2)

- Construction of a new K-8 prototype to house 1642 student stations on westernmost +/- 16 acres of the site based on construction documents prepared by Zyscovich, Inc., the A/E of Record; and
- All on-site and off-site utilities, drop-offs, parking, playfields, courts and related improvements.

The CM has agreed to the following schedule:

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|---|-------------------|
| • CM at-Risk Commissioning | September 5, 2007 |
| • Award of GMP #1 (Site Development Phase - Part "A") | September 5, 2007 |
| • GMP #2 (K-8 Prototype - Part "B") Negotiations | December 5, 2007 |
| • Award of GMP #2 | December 19, 2007 |
| • Substantial Completion (construction duration of 16 months) | April 2009 |
| • Occupancy | June 2009 |

Terms and Conditions

The agreement negotiated by staff contains the following 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.
 - 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 **\$25,000** for an estimated construction cost of \$8.5 million for Part A and \$32 million for Part B;
 3. Costs for printing shall be reimbursed by the Board on a direct cost basis;
 4. The agreement provides for termination by the Board, with or without cause, upon written notice to the CM at-Risk firm; whereas the CM at-Risk firm may terminate the agreement, with cause only, upon thirty (30) days written notice to the Board;
 5. 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;
 6. 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 GMPs for Board approval; and
 7. Pirtle has agreed to the schedule and the terms and conditions of the contract and will commence services upon Board commissioning.

Project Fund

Fund: 0370 Object: 5630 Location: 4031 Program: 2750 Function: 7400

Prior Commissionings & Performance Evaluation

The Board has commissioned Pirtle as CM at-Risk for the following projects and/or continuing contracts within the last three years:

- CM at-Risk for New State School "P-1" Project No. 00252700 (to relieve Eugenia B. Thomas Elementary School), a re-use of the K-8 Prototype
 Estimated Total Construction Cost: \$34.6 million
 Commissioned: January 17, 2007
- CM at-Risk for New State School "E-1" Project No. 00253000 (to relieve North Miami, Biscayne Gardens, and Oak Grove Elementary Schools and to replace North Miami Middle School), a re-use of the K-8 Prototype
 Estimated Total Construction Cost: \$30 million
 Commissioned: November 21, 2006

- CM at-Risk for New State School "TT-1" Project No. A01106 (to serve Homestead's Educational Facilities Benefit District), a re-use of the K-8 Prototype
Estimated Total Construction Cost: \$30 million
Commissioned: October 11, 2006
- CM at-Risk for the New K-8 Prototype projects at the following three sites:
 - State School "D", Project No. A0798, (Relief for Virginia A. Boone/Highland Oaks Elementary, Madie Ives Elementary & Highland Oaks Middle Schools)
 - State School "CC-1", Project No. A01031, (Relief for Pine Villa Elementary, Redland Elementary, Naranja Elementary, Redland Middle & Mays Middle Schools)
 - State School "DD-1", Project No. A01089, (Relief for Irving and Beatrice Peskoe Elementary, Leisure City K-8 Center & W. Chapman Elementary Schools)

Estimated Total Construction Cost: \$63 million (combined)
Commissioned: August 17, 2005
- CM at-Risk for One, Two or More Story Prototype Additions at Various Sites as provided in the Facilities Work Program FY 03-04 (aka Modulars)
Commissioned: July 14, 2004
- CM At-Risk for Miscellaneous Projects, Four-year term contract for projects with construction values not to exceed \$1 million each
Commissioned: May 19, 2004 (Pirtle declined subsequent renewal years).

The most recent overall performance evaluation score issued by staff to Pirtle was for year 2006. Based on a performance scale of 1-5, Pirtle received a score of 3.83.

Principals

The Principals/Owners designated to be directly responsible to the Board for Pirtle Construction Company are James B. Pirtle and Michael S. Geary. The office is located at 4740 Davie Road, Davie, Florida 33314.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, re-commission the firm of James B. Pirtle Construction Company, Inc., d/b/a Pirtle Construction Company, as Construction Management at-Risk firm for new State School "TT-1" (to relieve Campbell Drive Elementary School), a re-use of the K-8 Prototype, Project No. A01106, as follows:

- 1) A total lump sum fee of \$25,000 for pre-construction services; and
- 2) the Project Scope and the Terms and Conditions, items 1 through 7, as set forth in the body of the agenda item.

NAD:CC:cc

