

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

SUBJECT: COMMISSIONING OF THE SECOND-RANKED CONSTRUCTION MANAGEMENT AT-RISK FIRM, COASTAL CONSTRUCTION COMPANY, FOR MIAMI CENTRAL SENIOR HIGH SCHOOL (SECTOR IV) PROJECT NO. A0101303

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Introduction

In September 2010, a solicitation was advertised to competitively select a Construction Management at-Risk (CMR) firm to provide pre-construction services for Miami Central Senior (Sector IV). Ten firms applied and of those, eight were short-listed. On November 15th & 16th, 2010, seven firms were interviewed (James B. Pirtle Construction Company, Inc., withdrew from the interview process) and subsequently ranked by the Selection Committee as follows:

1. Munilla Construction Management, LLC (d/b/a MCM)
2. Coastal Construction Company
3. The Weitz Company, Incorporated
4. Betancourt Castellon Associates
5. Suffolk Construction Company, Inc.
6. Pavarini Construction Company (SE), Inc.
7. Turner Construction Company, Inc

The Selection Committee was comprised of the following individuals:

Committee Members

Dr. Harold Clarke, VP, FMU
Marcus Miller, AP, Miami Central Senior
Erick Laventure, Executive Director
Don Bailey, Project Manager
Francis Hoar, Administrative Director
Jorge Dorrbecker, Mechanical Engineer
Patricia Freeman, Director
Ed Ford, Analyst III (non-voting)

Representing

Office of the Superintendent
Office of Educational Transformation
School Facilities - Construction - Region I
School Facilities - Construction - Region I
School Facilities - Maintenance
Educational Facilities Code Compliance
Business Development and Assistance
A/E Selection & Negotiations

REVISED

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On December 15, 2010, the Board commissioned Munilla Construction Management, LLC (d/b/a MCM). However, the Board and MCM could not reach agreement on the Guaranteed Maximum Price (GMP) for the construction of the project. Therefore, pursuant to paragraph 8.3(2) of the CMR Agreement, MCM was notified that negotiations were declared not to be successful and that the Cone of Silence provisions set forth in School Board Rule 8C-1.212 are in effect.

Staff has successfully negotiated with the second-ranked firm, Coastal Construction Company (Coastal), to provide CMR pre-construction services for the project, as follows:

} Revised

Project Scope

Sector IV is the final component of a multi-phased school replacement project. This sector includes, but is not limited to, the following:

a. Additions and renovations:

Phase I A new two-story classroom building with music, band, ESE and vocational program spaces (approx. 80,000 sq. ft.); and Renovations and upgrades to the Science building.

Phase II Renovations and addition to the Auditorium building; and Demolition of Carter Hall building.

b. Site Improvements:

New parking lots, new parent and student bus drop-offs, major utility modifications and all other related on-site and off-site improvements.

Project Schedule

The timeline for this project will be very aggressive in order to achieve occupancy during the 2011-12 school year. The schedule duration from GMP Award to Substantial Completion of Phase I is 260 days. The schedule duration from GMP Award to Substantial Completion of Phase II is 470 days.

} Added

Construction Budget \$20,570,000

Terms and Conditions

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

1. Coastal 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 Architect/Engineer of Record, 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 a 100% complete Phase III cost estimate of the design documents.

- Coordinate with District staff and Architect/Engineer of Record to ensure that all 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 \$0. In consideration for entering into this Agreement, the CMR agrees that any and all costs and fees (with the exclusion of Ground Penetrating Radar services at cost) 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.

PRE-CONSTRUCTION SERVICES	FEE
1. Design Review, Constructability, Value Engineering	\$0
2. Review of Existing Conditions (Ground Penetration Radar Services at cost)	\$0
3. Cost Estimating / Cost Controls	\$0
4. Scheduling	\$0
5. Bidding	\$0
TOTAL PRE-CONSTRUCTION SERVICES LUMP SUM FEE:	\$0

Added

3. To the extent possible, printing of the project manuals will be accomplished using in-house resources. Cost of other 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 GMP for the construction project. This project must comply with all requirements of the Davis-Bacon Act during construction. If accepted, staff will submit the negotiated GMP for Board approval; and
6. Coastal has agreed to all terms and conditions of the agreement, and also agrees they are fully responsible for all required preconstruction services and will commence services upon commissioning by the Board.

Project Funding

Fund: 386000; Obj.: 563000; Loc: 1725100; Prog: 26420000; Funct: 740000; Proj: A0101303

Prior Commissionings, Guaranteed Maximum Price (GMP) Approvals & Performance Evaluation

1. The Board has commissioned Coastal for the following projects and/or continuing contracts within the last three years:

Construction Management at-Risk for Miscellaneous Projects;

Four-year term Contract for projects with construction budgets up to \$1 million each
Commissioned November 20, 2007 (Board authorized Option Years: 11-18-2008; 02-10-2010; & 11-24-2010)

North Dade Middle School / North Dade Center for Modern Languages Elementary School (for pre-construction services);

Partial Replacement; Project No. 00700800
Commissioned September 7, 2010

2. The Board has approved GMPs to Coastal for the following projects within the last three years:

Miami Carol City Senior High School (State School "LLL") Replacement - Phases B & C; Project No. A01018

Board GMP approval: July 15, 2008
GMP amount: \$79,498,966 (including contingency)

Southside Elementary School Modular Addition (relief for Coral Way and Silver Bluff Elementary Schools; Project No. 00253900

Board GMP approval: July 15, 2008
GMP amount: \$16,170,000 (including contingency)

North Dade Middle School / North Dade Center for Modern Languages Elementary School;

Partial Replacement; Project No. 00700800
Board GMP approval: March 9, 2011
GMP amount: \$18,924,534 (including contingency)

3. The most recent overall performance evaluation score issued by staff to Coastal is for the quarter ending September 30, 2010. Based on a scale of 1-5 (low to high), the firm received an average score of 4.16.

Principal

The Principal/Owner designated to be directly responsible to the Board for Coastal is Mr. Daniel Whiteman. This firm is located at 5959 Blue Lagoon Drive, Suite 200, Miami, FL 33126.

Added

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission the second-ranked Construction Management at-Risk firm, Coastal Construction Company, for Miami Central Senior High School (Sector IV), Project No. A0101303, as follow;

} Revised

- 1) A total fee of \$0 for pre-construction services; and
- 2) Project Scope and Terms and Conditions as set forth in the body of this agenda, items 1 through 6, and the Agreement.

} Added

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