

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

SUBJECT: COMMISSIONING OF THE WEITZ COMPANY AS THE CONSTRUCTION MANAGEMENT AT-RISK FIRM FOR GENERAL OBLIGATION BOND FUNDED RENOVATIONS AT KINLOCH PARK MIDDLE SCHOOL, LOCATED AT 4340 NW 3 STREET, MIAMI, FL 33126, PROJECT NO. 01338900

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Introduction

In June 2014, a solicitation was published to competitively select a Construction Management at-Risk (CMR) firm for each of the following General Obligation Bond (GOB) funded Renovation Projects:

- Miami Northwestern Senior High School
- Kinloch Park Middle School
- Melrose Elementary School

Sixteen (16) firms responded to the solicitation; four (4) firms were not evaluated due to incomplete submittals; twelve (12) firms were evaluated and eight (8) firms were short-listed to interview for the projects. On August 19, 2014, the eight (8) short-listed firms were interviewed and subsequently ranked by the Selection Committee, as follows:

<u>Rank</u>	<u>Firm</u>
1	T&G Constructors ^(a)
2	The Weitz Company (Weitz)
3	D. Stephenson Construction, Inc., ^(a)
4	State Contracting & Engineering Corp.
5	Klewin Construction Company
6	Thornton Construction Company, Inc. ^(a)
7	Stobs Bros. Construction Co.
8	Turner Construction Co.

Note: (a) Prime firm holds a current M-DCPS Minority/Women Business Enterprise (M/WBE) Certificate.

This solicitation includes a mandatory Small Business Enterprise/Micro Business Enterprise (SBE/MBE) sub-consulting goal of 10% for pre-construction services, a sub-contracting goal of 20% for construction, a sub-consulting goal of 10% for construction management services; and a county-wide Local Workforce Utilization Goal of 20% for construction (as determined by the M-DCPS Goal Setting Committee).

Selection

In accordance with the solicitation, and the interview process, the highest-ranked firm was selected to negotiate for the top-valued project, the second-ranked firm for the second-valued project, and the third-ranked firm for the third-valued project.

Weitz was ranked #2 and, therefore selected to negotiate for the second-valued GOB project at Kinloch Park Middle School. The highest-ranked and third-ranked firms successfully negotiated for their respective projects as presented under separate Board agenda items.

Negotiations were successfully concluded and Weitz has agreed to provide CMR Pre-construction Services, as follows:

Project Scope

The project scope includes, but is not limited to renovations such as fire alarm repair/replacement, PA replacement, covered walkway, roofing replacement, complete HVAC system replacement, chiller replacement, controls replacement, restroom and plumbing renovation, selective window replacement, auditorium acoustical wall and carpet replacement, selective ceiling/flooring replacement, selective fence replacement, paved play area resurfacing, , selective water pipe replacement, exterior paint, , selective security camera replacement, electric water cooler replacement, shower fixture replacement, cabinet replacement, generator repair and selective lighting replacement.

Construction Delivery Method

To minimize disruption to students and faculty during construction, and in accordance with M-DCPS' Construction Delivery Method Matrix, the CMR delivery method has been selected for this project. However, the Board reserves the right to utilize an alternative delivery method, if necessary.

Office of Economic Opportunity (OEO) Review

M-DCPS OEO staff reviewed the SBE/MBE and M/WBE certification status of all team members and verified the existence of a Memorandum of Understanding for each team member outlining roles and responsibilities, as follows:

SUB-CONSULTANT FIRMS (Pre-construction Services)	ROLE / RESPONSIBILITY	M/WBE CERTIFICATION CATEGORY	SBE/MBE	GOAL (%)
			CERTIFICATION CATEGORY	COMMITMENT
Cooper Construction Management & Consulting, Inc.	Trade Contractor Solicitation, Outreach, Scoping & Scheduling Input	AM	MBE	5%
Pioneer Construction Management Services, Inc.	Trade Contractor Solicitation, Outreach, Scoping & Scheduling Input	AM	SBE Tier I	5%
The EFCA Group, LLC	SREF & Code Related Compliance Review	AM	MBE	2.5%
Foster Construction of South Florida	SREF & Code Related Compliance Review	AF	SBE Tier I	2.5%
TOTAL PARTICIPATION (M-DCPS Mandatory Goal 10 %)				15.0 %

Legend:

- AM - African American Male
- AF - African American Female
- MBE - Micro Business Enterprise
- SBE - Small Business Enterprise

Construction Budget: \$5,005,270 (GOB funded)

Project Schedule

Weitz has agreed to the following Architect's time-sensitive document submittal schedule:

- Program Validation/Final Scope Definition Report: November 6, 2014
- Phase I - Schematic Design: December 12, 2014
- Phase - II/III Construction Documents 50% complete: February 2, 2015
- Phase - II/III Construction Documents 100% complete: April 10, 2015

Project construction milestone dates are as follows:

- Board Award - GMP: September 2015
- Construction - Substantial Completion by: March 2017

Terms & Conditions

1. Weitz has agreed to a lump sum fee for CMR Pre-construction Services of \$41,550, which represents approximately 0.83% of the Construction Budget of \$5,005,270. 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. Pre-construction Services fees shall be paid based on completion of the following listed phases/deliverables:

PRE-CONSTRUCTION SERVICES	LUMP SUM FEE (PER TASK)
Phase I - Schematic Design (completed/accepted by M-DCPS)	\$8,310
Phase II/III - 50% Construction Documents (completed/accepted by M-DCPS)	\$10,388
Phase II/III - 100% Construction Documents (completed/approved for construction by the Building Code Consultant/Building Official)	\$12,465
Phase IV - Bidding/GMP Submittal/GMP Negotiations/Award of GMP Amendment.	\$10,387
TOTAL PRE-CONSTRUCTION FEE:	\$41,550

Note: Hourly rates do not apply to this service and were not negotiated.

2. The CMR 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; and
 - 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.

3. The cost of printing will be reimbursed by the Board on a direct cost basis, per conditions stipulated by the CMR Agreement.
4. Upon completion of the pre-construction services, the CMR firm shall negotiate a GMP for the construction project. If accepted, staff will submit the negotiated GMP for Board approval.
5. The CMR shall maintain no less than a \$1 million Professional Liability Insurance policy with a maximum deductible of \$50,000, Worker's Compensation/Employers Liability Insurance, Comprehensive General Liability and Comprehensive Auto Liability Insurance.
6. The Agreement may be terminated by the Board, with cause or for convenience prior to GMP, upon ten (10) days written notice to the CMR; whereas, the CMR may terminate the Agreement if the work is stopped for a period of 60 days through no act or fault of the CMR.
7. The CMR is required to submit a monthly report to the OEO documenting compliance with the Mandatory SBE/MBE Utilization Goals for Sub-consultants and Sub-contractors.
8. The CMR has agreed to the terms and conditions of the Agreement and will commence services upon Board commissioning.

Selection Committee

The Selection Committee consisted of the following individuals:

<u>Committee Members</u>	<u>Representing</u>
Nicole Kaufman-Glasgow, Asst. Vice Pres. Florida International University	Superintendent of Schools
Thomas Spaulding, Community Representative	Superintendent of Schools
Torey Alston, Executive Director	M-DCPS Office of Economic Opportunity
Carlos Hevia, Executive Director	M-DCPS Office of School Facilities
Michael Krtausch, Executive Director	M-DCPS Office of School Facilities
Harry Munoz, Building Official	Educational Facilities Code Compliance
Dr. Alexis L. Martinez, Administrative Director	Office of School Operations
Glen White, Program Director Parsons Brinckerhoff	M-DCPS Office of School Facilities

A representative of the Office of Management and Compliance Audits validated the interview scoring calculations and final tabulation. A representative of M-DCPS A/E

Selection & Negotiations acted as Facilitator (non-voting) for the interviews and as Chief Negotiator during negotiations.

Project Funding - GOB

Fund: 351000; Object: 568000; Location: 1633100; Program: 24630000; Function: 740000

Prior Commissioning & Performance Evaluation

The Board has not commissioned Weitz for any construction-related services and the firm has not been evaluated for performance.

Principal

The Principal/Owner designated to be directly responsible to the Board for Weitz is Jim Wells. The firm is located at 1214 South Andrews Avenue, Suite 302, Ft. Lauderdale, Florida 33316.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, commission The Weitz Company as Construction Management at-Risk firm for General Obligation Bond funded Renovations at Kinloch Park Middle School, located at 4340 NW 3 Street, Miami, FL 33126, Project No. 01338900, as follows:

- 1) a lump sum fee of \$41,550 for Pre-construction Services; and
- 2) the project scope and all terms and conditions as set forth in the Agreement and the body of the agenda item.

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