

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

SUBJECT: COMMISSIONING STATE CONTRACTING & ENGINEERING CORPORATION TO REPLACE THE WEITZ COMPANY, LLC, AS CONSTRUCTION MANAGEMENT AT-RISK FIRM FOR GENERAL OBLIGATION BOND-FUNDED RENOVATION AT KINLOCH PARK MIDDLE SCHOOL, LOCATED AT 4340 N.W. 3 STREET, MIAMI, FLORIDA 33126, PROJECT NO. 01338900

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Introduction

On October 7, 2014, the Board commissioned The Weitz Company, LLC (TWC) as Construction Management at-Risk (CMR) firm for General Obligation Bond (GOB) funded Renovations at Kinloch Park Middle School, Project Number 01338900. On May 20, 2015, TWC was notified that the company was not complying with its duties and responsibilities as delineated in the CMR Agreement. On September 1, 2015, The Weitz Company was released from any further duties and responsibilities under the agreement for the project, without any compensation.

Selection

The original Request for Qualifications (#112) was a three project solicitation. In accordance with the solicitation and interview process, the highest-ranked firm was commissioned for the highest-valued project; the second-ranked firm for the second-valued project; and so on. The fourth-ranked firm, State Contracting & Engineering Corporation (SCEC), was selected to replace TWC as the CMR firm at Kinloch Park Middle School. Negotiations with SCEC were successfully concluded and they have agreed to provide the required CMR Pre-construction Services, as follows:

Project Scope

The preliminary scope of work consists of campus-wide, miscellaneous renovations including, but not limited to:

- Fire alarm and PA repair or replacement;
- Covered walkway, selective fence replacement and paved play area resurfacing;
- Roofing replacement;
- Selective water pipe replacement;
- Complete HVAC system replacement, including chiller replacement and controls;

- Selective security camera replacement;
- Restroom and plumbing renovations, and shower fixture replacement;
- Selective window replacement;
- Selective ceiling, lighting and flooring replacement;
- Acoustical wall and carpet replacement in the auditorium;
- Cabinet replacement;
- Generator repair; and
- Exterior paint.

The project must be designed, phased, coordinated and constructed to maximize safety and minimize disruption to the existing, occupied campus. New construction shall be designed and constructed to meet the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) for Schools rating system.

This solicitation included Mandatory SMBE Sub-consultant and Sub-contracting Goals, and Local Workforce Utilization Goals as follows:

SMBE Sub-consultant and Sub-contracting Goals			Local Workforce Utilization
Pre-construction	Construction	Construction Management	
10%	20%	10%	20% (County-wide)

Construction Delivery Method

To minimize disruption to students and faculty during construction, and in accordance with the 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 deemed to be in the best interest of the Board.

Office of Economic Opportunity (OEO) Review

M-DCPS OEO staff established the SMBE and M/WBE certification status of all team members and verified the existence of a Memorandum of Understanding for each sub-consultant, outlining roles and responsibilities, as follows:

SUB-CONSULTANTS FIRM NAME:	ROLE / RESPONSIBILITY	M/WBE CERTIFICATION CATEGORY	SBE/MBE CERTIFICATION CATEGORY	GOAL (%) COMMITMENT
Ann Pope Consulting, Inc.	Outreach & Pre-qual Screening	African American Female	Small & Micro Business Enterprise	7.0%
Gamax Consulting, Inc. (*)	Scheduling	Hispanic Female	Small & Micro Business Enterprise	3.0%
TOTAL PARTICIPATION FOR PRE-CONSTRUCTION (M-DCPS Mandatory Goal 10%)				10.0%

Note: (*) During the negotiations, SCEC added this sub-consultant in addition to the original sub-consultant submitted with their RFQ Response.

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

Project Schedule

SCEC has agreed to the following Architect's document submittal schedule and CMR deliverables:

- Final Scope Definition Program, Phase I - Schematic Design, Phase - II/III Construction Documents 50%, and Phase - II/III Construction Documents 100% approved: September 24, 2015

Project construction milestone dates are as follows:

- Board Award - Guaranteed Maximum Price (GMP): March, 2016
- Construction - Substantial Completion by: July 2017
- Final Completion / Occupancy by: August 2017

Terms & Conditions

1. SCEC has agreed to a lump sum fee for CMR Pre-construction Services of \$30,000, which represents approximately 0.60% 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 the 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)	\$0
Phase II/III - 50% Construction Documents (completed/accepted by M-DCPS)	\$0
Phase II/III - 100% Construction Documents (completed/approved for construction by the Building Code Consultant/Building Official)	\$19,620
Phase IV - Bidding/GMP Submittal/GMP Negotiations/Award of GMP Amendment	\$10,380
TOTAL PRE-CONSTRUCTION FEE:	\$30,000

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;
 - 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 Office of Economic Opportunity documenting compliance with the Mandatory Small/Micro Business Enterprise 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

On August 19, 2014, eight (8) short-listed firms were interviewed and subsequently ranked by the Selection Committee, as follows:

Committee Members

Nicole Kaufman-Glasgow, Asst. Vice Pres.
 Florida International University
 Glen White, Program Director
 Parsons Brinckerhoff
 Carlos Hevia, Executive Director
 Michael Krtausch, Executive Director

Representing

Superintendent of Schools
 Office of School Facilities
 Office of School Facilities
 Office of School Facilities - Maintenance

Committee Members

Harry Munoz, Building Official
Dr. Alexis L. Martinez,
Region Administrative Director
Torey Alston, Executive Director
Thomas Spaulding, District 1 Representative

Representing

Educational Facilities Code Compliance

Office of District School Operations
Office of Economic Opportunity
Community Representative

A representative of the Office of Management and Compliance Audits validated the interview scoring calculations and final tabulation. Carlton Crawl of A/E Selection & Negotiations acted as the facilitator (non-voting) for the interviews and Ed Ford as chief negotiator during negotiations.

Project Funding (GOB)

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

Prior Commissioning Actions

The Board has not commissioned/awarded SCEC for any services within the last three years.

Principal

The Principal/Owner designated to be directly responsible to the Board for SCEC is Paul Carty. The firm is located at 3800 North 29 Avenue, Hollywood, Florida 33020.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, commission State Contracting & Engineering Corporation to replace The Weitz Company, LLC, as Construction Management at-Risk firm for General Obligation Bond-funded Renovation at Kinloch Park Middle School, located at 4340 N.W. 3 Street, Miami, Florida 33126, Project No. 01338900, as follows:

- 1) a lump sum fee of \$30,000 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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