

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

**SUBJECT: COMMISSIONING OF MUNILLA CONSTRUCTION MANAGEMENT, L.L.C., D/B/A MCM, AS THE CONSTRUCTION MANAGEMENT AT-RISK FIRM FOR A PARTIAL REPLACEMENT AND RENOVATIONS PROJECT AT MIAMI PALMETTO SENIOR HIGH SCHOOL LOCATED AT 7460 S.W. 118 STREET, PINECREST, FLORIDA 33156; PROJECT NUMBER 01516900**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

Introduction

In June 2016, a solicitation was published to competitively select a Construction Management at-Risk firm (CMR) for a partial General Obligation Bond (GOB) funded Partial Replacement and Renovations Project at Miami Palmetto Senior High School located at 7460 S.W. 118 Street, Pinecrest, Florida 33156; Project Number 01516900.

Six firms responded to the solicitation. One firm was not evaluated due to an incomplete submittal. Five firms were evaluated and all five were shortlisted and invited to interview. On August 24, 2016, one firm withdrew from the selection process and on September 1, 2016, the remaining four firms were interviewed and subsequently ranked by the Selection Committee, as follows:

<u>Rank</u>	<u>Firm</u>
1	Munilla Construction Management, L.L.C., d/b/a MCM
2	Link Construction Group, Inc. <sup>(a)</sup>
3	Coastal Construction Company
4	OHL Building, Inc.

Note:

1. (a) Prime firm holds a current M-DCPS Minority/Woman Business Enterprise (M/WBE) Certificate.

This solicitation includes mandatory Small Business Enterprise (SBE) and/or Micro Business Enterprise (MBE) sub-consultant and sub-contracting goals, and a Local Workforce Utilization Goal for this project (determined by the M-DCPS Goal Setting Committee), as follows:

SBE/MBE Sub-consultant and Sub-contracting Goals			Local Workforce Utilization Goal (Construction)	Voluntary Subcontracting Aspirational Minority/Woman Enterprise (M/WBE) Goals (Construction)
Pre-construction	Construction	Construction Management		
20%	30%	20%	20% County-wide	10% African-American; and 5% Woman

Project Scope

The existing school will be partially replaced and many of the remaining buildings will undergo major renovations and remodeling to provide a new state of the art high school. The project will include approximately 134,000 sf of new construction. The final campus will house a total of 3,056 Student Stations (a net increase of 101 Student Stations). The project must be carefully planned and phased so that the school can continue operating with minimal impact to student instruction during construction.

The preliminary scope of work and phases include, but are not limited to, the following:

Phase 1

- Demolition of 8 portables, related covered walkways, 3 Hardcourts, and S.E. Parking Lot; and
- New multi-story 99,900 sf building with General Purpose Classrooms, Skills Labs, Vocational Labs, Administration, all required MEP systems, related support spaces, covered walkways, new Parking Lot #1 and related landscaping.

Phase 2

- Demolition of Buildings 01 (Administration & Classrooms), 02 (Classrooms), 12 (Mechanical), 14 (Storage) and related covered walkways;
- New one-story 20,600 sf building with Food Service/Dining, related support spaces, and covered walkways;
- New one-story 9,400 sf building with Art, Music, Dance Studios, related support spaces, and covered walkways;
- New one-story 4,100 sf Little Theater, related support spaces and covered walkways; and
- New Service Drive, Parking Lot #2, related landscaping, and site improvements including large courtyards.

### Phase 3

- Demolition of Buildings 07 (Classrooms), 09 (Vocal & Career Labs), 10 (Food Service/Dining), 11 (Dance Studio & Labs), related covered walkways, N.W. Parking lot and service drive;
- New Hardcourts and Playfield areas;
- New Dining Courtyard area connected to the existing Covered Dining Shelter; and
- All remaining sitework and landscaping.

### Existing Buildings

Multi-phased remodeling, major renovations & repairs of Buildings 03 (Classroom), 04 (Auditorium & Band), 06 (Media Center & Science Labs), 13 (Covered Dining), and 15 (Science) to occur mainly during summers and within the 3 phases. All existing buildings to remain (Buildings 03, 04, 05, 06, 08, 13, 15, 16, 17 & 18) will be connected or reconnected to all building systems (electrical, low voltage, fire alarm, chilled water, etc.). All remaining building exteriors (including associated covered walkways) shall be painted.

### Scope of Services

- The successful CMR entity will be required to provide Pre-construction Services for all phases. The CMR may be required to provide Guaranteed Maximum Price (GMP) proposal(s) and construction services for one or more phases; or the Board may re-advertise the required services and select another CMR for one or more phases; or select an alternate construction delivery method for one or more phases.
- As the project design develops, based on Scope Definition Program requirements, it may be possible to develop a compact building footprint and reduce the number of phases, potentially saving construction time, money and optimizing the use of available land area.
- 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.

### 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 SBE, MBE and M/WBE certification status of each sub-consultant and verified the existence of a Memorandum of Understanding, outlining roles and responsibilities, as follows:

<b>PRIME FIRM:</b> <u>MCM is not a M-DCPS certified SBE/MBE or M/WBE firm</u>  <b>SUB-CONSULTANTS FIRM NAME:</b>	<b>ROLE/ RESPONSIBILITY</b>	<b>M/WBE CERTIFICATION CATEGORY</b>	<b>SBE/MBE CERTIFICATION CATEGORY</b>	<b>GOAL (%) COMMITMENT</b>
The GA Group Ltd. Co. d/b/a The GA Construction Group, L.L.C.	Divisions 03-06	African-American	MBE	6.00%
A Green World of Construction	Divisions 07-09	Woman	MBE	3.00%
ALTA Home Remodeling, Co.	Divisions 10-14 & Scheduling	Service Disabled Veteran	MBE	6.00%
O.R. Painting, Inc.	Division 09 (Painting)	Native-American	MBE	1.50%
TWR Engineers	Divisions 15 & 16	Asian-American	SBE-Tier I	4.75%
<b>TOTAL PARTICIPATION FOR PRE-CONSTRUCTION (M-DCPS Mandatory Goal <u>20%</u>)</b>				<b>21.25%</b>

Construction Budget: \$28,000,000 (GOB-funded)

Project Schedule

MCM has agreed to the following A/E's document submittal schedule (and the CMR draft document submittal schedule):

- Phase I - Schematic Design: November 21, 2016
- Phase - II/III Construction Documents 50% complete: February 14, 2017
- Phase - II/III Construction Documents 100% complete: May 15, 2017

The CMR final deliverables for Phase I to be submitted within 14 calendar days following the A/E's schedule; Phase II/III 50% within 21 days; and Phase II/III 100% within 30 days. Project construction milestone dates are as follows:

- Board Award - Guaranteed Maximum Price (GMP): November 15, 2017
- Construction - Substantial Completion by: November, 2019
- Final Completion/Occupancy by: January, 2020

Terms & Conditions

1. MCM has agreed to a lump sum fee for CMR Pre-construction Services of \$132,500 which represents approximately 0.48% of the construction Budget of \$28,000,000. 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:

<b>PRE-CONSTRUCTION SERVICES</b>	<b>LUMP SUM FEE (PER TASK)</b>
Phase I - Schematic Design (completed/accepted by M-DCPS)	\$ 19,900
Phase II/III - 50% Construction Documents (completed/accepted by M-DCPS)	\$ 39,800
Phase II/III - 100% Construction Documents (completed/approved for construction by the Building Code Consultant/Building Official)	\$ 46,400
Phase IV - Bidding/GMP Submittal/GMP Negotiations/Award of GMP Amendment	\$ 26,400
<b>TOTAL PRE-CONSTRUCTION FEE:</b>	<b>\$ 132,500</b>

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 Architect/Engineer of Record (A/E), as well as all existing onsite 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 A/E 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.
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 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>
Victoria G. Dobbs, Principal Miami Palmetto Senior High School	Superintendent of Schools
Mario Gonzalez-Pola, CM Negotiations Manager	Office of School Facilities
Don Bailey, Senior Project Manager	Office of School Facilities
Ernie Brito, Construction Coordinator	Office of School Facilities-Maintenance
Julio Navarrete, Staff Assistant	Educational Facilities Code Compliance
Dr. Alexis Martinez, Region Admin. Director	Office of School Operations
Christopher Gardner, Compliance Analyst	Office of Economic Opportunity
Thomas Spaulding, ABC Member	Community Representative

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

Project Funding (Partial GOB)

Fund	Commitment Item	Funds Center	Program	Function	Funded Program
351000	563000	1743100	26690000	740000	01516900
367000	563000	1743100	26690000	740000	01516900

Prior Commissioning Actions

The Board has commissioned/awarded MCM for the following services within the last three years:

- CMR at West Homestead K-8 Center  
GOB-funded K-8 Conversion, Addition, Remodeling and Renovations  
Project Number 01336300  
Pre-construction Services Commissioned: February 11, 2015  
Guaranteed Maximum Price (GMP) Amendment Approved: March 9, 2016
  
- CMR at Madie Ives Elementary School  
GOB-funded K-8 Conversion, Addition, Remodeling and Renovations  
Project Number 01337500  
Pre-construction Services Commissioned: February 11, 2015  
GMP Amendment Approved: April 13, 2016

Principal

The Principal/Owner designated to be directly responsible to the Board for MCM is Jorge Munilla. The firm is located at 6201 S.W. 70 Street, Second Floor, South Miami, Florida 33143.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, commission Munilla Construction Management, L.L.C., d/b/a MCM, as the Construction Management at-Risk firm for a Partial Replacement and Renovations Project at Miami Palmetto Senior High School at 7460 S.W. 118 Street, Pinecrest, Florida 33156; Project Number 01516900, as follows:

- 1) Lump sum fee of \$132,500 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.

NAD:EF:rg