Office of Superintendent of Schools Board Meeting of March 13, 2019

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

# SUBJECT:COMMISSION OF M. HAJJAR & ASSOCIATES, INC., AS<br/>ARCHITECT/ENGINEER OF RECORD (A/E), FOR PART 2<br/>(FULL A/E) SERVICES FOR GENERAL OBLIGATION BOND<br/>FUNDED RENOVATIONS AT JOELLA C. GOOD<br/>ELEMENTARY SCHOOL, PROJECT NUMBER 01529000

## COMMITTEE: FACILITIES AND CONSTRUCTION

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

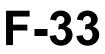
#### Introduction:

On May 16, 2018, the Board commissioned M. Hajjar & Associates, Inc. (MHA) for Part 1 Services (Program/Master Plan) for General Obligation Bond (GOB) funded Renovations at Joella C. Good Elementary School as advertised under Request for Qualifications 158 for Architect/Engineer of Record (A/E). The Final Scope Definition Program/Master Plan document submitted by MHA received M-DCPS approval on November 13, 2018. Negotiation with MHA, were successfully concluded and the firm has agreed to provide the services, as follows:

#### Project Scope:

The project must be designed, phased, coordinated and constructed to maximize safety and minimize disruption to the existing, occupied campus. Based on the Final Scope Definition Program/Master Plan dated January 19, 2019, the general scope of campus-wide renovations includes, but is not limited to:

- Replacement of the fire alarm panel and devices with new fire alarm system, including removing all existing devices and related finishes;
- Resealing and re-stripping the staff/visitors parking lot on the west side of the school, the Main Entrance bus drop-off on north side of the school, and the parent drop off on east side of the school;
- Resurfacing and re-stripping of three (3) basketball courts;
- Installation of six (6) 4" bollards for protection of the existing gas meter;
- New aluminum covered walkway connecting the parent drop-off to the building walkway on the east side of the school (approximately 1200 sf);
- Repairing spall concrete and corroded re-bars in concrete sidewalks throughout the facility (approximately 200 sf);
- New digital Marquee sign;



- Upgrade perimeter fencing on east side of the school by providing new top and bottom rails to the chain link (approximately 600 sf);
- Replacement of damaged window with new impact window in Cafeteria Second Floor (Building 03); and replacement of approximately 35% of aluminum louvers crank operators for windows throughout the facility;
- Repair stucco cracks on the wall, sealing expansion joint and re-caulking around the windows by the stairs on second floor of Building 02;
- New partition walls, hollow metal doors and soffits on each side of the receptionist area, and removal of the sliding partitions, tracks and related finishes in classrooms 23, 28, 29 and 32 (Building 01);
- Replacement of Unit Ventilators (UVs) and Fan Coil Units with new Air Handler Units (AHUs), ductwork, and diffusers with Variable Air Volume (VAV) boxes, new outside air upgrades to comply with code, including the remodeling of storage rooms to mechanical rooms to accommodate the new AHUs and miscellaneous ceiling replacement and soffits to accommodate the new ductwork throughout the facility (Buildings 02, 03, 04, 05, 06, 07, 08, 09, 10);
- Replacement of UVs, Fan Coil Units, and replacement of AHU 1 (10.7 Tons), including new outside air upgrades to comply with code (Building 01);
- Replacement of the AHU 2 (13.2 Tons) serving the Media Center (Building 02), AHU 3 (16.7 Tons) and AHU 4 (16.7) serving the dinning and the stage area (Building 03); and replacement of the fan coil unit serving the auxiliary rooms (Building 11);
- Replacement of the energy management system on all the HVAC equipment (Buildings 01, 02, 03, 04, 05, 06, 07, 08, 09, 10 and 11);
- Replacement of water heater with tank less water heater for custodial closet (Buildings 04, 06, 08 and 10);
- Renovation of the Clinic bathroom to provide new shower by combining the clinic and staff restrooms and converting the men's restroom to unisex restroom to comply with ADA (Building 01);
- Renovation of two individual student restrooms into one accessible restroom to comply with ADA (Building 05, 06); and renovation of two individual restrooms on the first and second floor to convert them into one accessible Restroom for each floor (Building 09), including replacement of all piping in walls and part of underground, and replacement of waste and vent piping;
- Renovation of the Boys and Girls Group Restrooms to comply with ADA (Building 11), including replacement of all piping in walls and part of underground, and replacement of waste and vent piping;
- Replacement of restroom accessories and broken tiles; and acid wash the tiles in Boys and Girls Group Restrooms (Building 12);
- Replacement of base and top cabinets and accessories in Classrooms 50, 53, 54, 57, 58, and 61 (Building 04), 71 and 82 (Building 05), 71, 74 and 77 (Building 06), 66 (Building 07), 159, 160 and 161 (Building 08), and 87 (Building 10), including plumbing and related finishes;
- Upgrade signage at door to comply with ADA throughout the facility;
- Replacement of canopy lights throughout the facility;
- Two (2) new security cameras for the bus drop off, two (2) for Building 07, four (4) for Building 03, and one (1) for Building 08 connecting to the existing security camera system;

- Exterior painting, including repair and preparing surfaces for painting throughout entire campus; and
- Development of deductive bid alternates.

# Construction Delivery Method:

To minimize disruption to students and faculty during construction, and in accordance with the M-DCPS Construction Delivery Method Matrix, the Construction Management at-Risk (CMR) delivery method has been selected for this project. On May 16, 2018, the Board commissioned State Contracting & Engineering Corp. as CMR firm for the project. 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 the prime firm and each sub-consultant and verified the existence of Memoranda of Understanding outlining roles and responsibilities, as follows:

PRIME FIRM MHA is M-DCPS certified as a SBE Tier 1 owned firm (certifications expiration date: 8/21/19) see note (2) SUB-CONSULTANT FIRM NAME	DISCIPLINE/ ROLE	<u>M/WBE</u> CERTIFICATION CATEGORY & EXPIRATION DATE	<u>SBE/MBE</u> CERTIFICATION CATEGORY& EXPIRATION DATE (see note (2))	GOAL % COMMITMENT	NON-SBE/MBE %
Fraga Engineers, L.L.C.	Electrical Engineer	Hispanic-American (11/19/19)	SBE Tier 1 (11/19/19)	16%	-
Fraga Engineers, L.L.C.	Mechanical Engineer	Hispanic- American (11/19/19)	SBE Tier 1 (11/19/19)	17%	-
In- House	Structural Engineer	-	-	-	-
Absolute Civil Engineering Solutions, L.L.C.	Civil Engineer	Woman (6/1/21)	SBE Tier 2 (6/1/21)	2%	-
KW Consulting, Inc.	Cost Estimating	African-American (4/8/19)	-	-	1%
TOTAL SBE/MBE PARTICIPATION - see note (1)       34         (M-DCPS Mandatory SBE/MBE Goal: 20%)       34				35%	-
TOTAL NON-SBE/MBE PARTICIPATION				1%	
TOTAL SUB-CONSULTANT PARTICIPATION (SBE/MBE AND NON-SBE/MBE) 3				6%	

Notes:

 Subsequent to the negotiations, MHA submitted revised utilization commitment percentage for each of their sub-consultants. Accordingly, their total revised SBE/MBE participation increased from 20% to 35%.
 SBE/MBE certification is based on OEO's review of each firm's Annual Eligibility Affidavit to determine compliance with the eligibility criteria of the respective certification requirements.

Construction Cost Estimate: \$3,136,235 (GOB-funded)

#### Project Schedule:

MHA has agreed to the following A/E's document submittal schedule for Part 2 Services:

•	Board Commission - Full A/E Services	March 13, 2019
•	Phase I - Schematic Design	April 10, 2019
•	Phase II/III - Construction Documents 50% complete	June 5, 2019
•	Phase II/III - Construction Documents 100% complete	August 9, 2019

Note: Phase II/III submittals are predicated on M-DCPS' Phase I - Schematic Design accepted by no later than April 19, 2019.

Construction milestone dates (contingent on approved documents)

- Board Award Guaranteed Maximum Price (GMP)
   January 2020
- Construction Substantial Completion by
   August 2021

## Terms & Conditions:

1. Basic Services Fees:

MHA has agreed to a lump sum fee for Basic Services of \$239,000 which represents approximately 7.62% of the Construction Budget of \$3,136,235. This Basic Services fee includes all required services, consultants and phasing in order to comply with the project schedule, unless noted otherwise as Supporting Services fees. Basic Services fees shall be paid based on completion of the following listed phases:

BASIC SERVICES - PHASE DESCRIPTION	% OF FEE	FEE
Phase I - Schematic Design (complete/accepted by M-DCPS)	10.0%	\$23,900
Phase II/III - Construction Documents, 50% (complete/accepted by M-DCPS)	25.0%	\$59,750
Phase II/III - Construction Documents, 100% (complete/accepted by M-DCPS)	14.5%	\$34,655
Phase II/III - Construction Documents, 100% (complete & approved for construction by the Building Code Consultant/Building Official)	14.5%	\$34,655
Phase IV - Bid/Award	2.0%	\$4,780
Phase V - (A) Construction Administration	29.0%	\$69,310
Phase V - (B) Punch List/Closeout	4.0%	\$9,560
Phase VI - Warranty	1.0%	\$2,390
TOTAL BASIC SERVICES LUMP SUM FEE:	100.0%	\$239,000

2. The following services require prior written authorization by the Board's designee:

<ul> <li>Additional Site Visits: A maximum of 100 additional site visits at a flat fee of \$250/site visit, Not-to-Exceed:</li> </ul>	\$25,000
b) Project Specific Land Survey, Not-to-Exceed:	\$ 6,000
c) Test & Balance, Not-to-Exceed:	<u>\$25,000</u>
Total Supporting Services Fees, Not-to-Exceed:	\$56,000

- 3. Other Terms & Conditions:
  - All work shall be in compliance with State Requirements for Educational Facilities, the Florida Building Code, National Fire Protection Association, Florida Fire Prevention Code (life safety), barrier-free design guidelines, Florida Statutes and District Design Standards and Policies;
  - A/E requested testing shall be arranged and paid for by the Board; specialized testing, pre-approved by the Board, but not available through the Board, shall be reimbursed by the Board on a direct cost basis;
  - The cost of printing will be reimbursed by the Board on a direct cost basis, per conditions stipulated by the A/E Agreement;
  - The Principals' rates are set at \$135/hour for the Architect, and \$135/hour for the Sub-consultants' Principals, for Board-authorized additional services;
  - The standard multiplier for hourly compensation is limited to 2.40 for any Additional Services approved by the Board;
  - The provisional multiplier for hourly compensation, for assignment of technical personnel housed in places other than A/E's offices, is limited to 1.70 for any Additional Services approved by the Board;
  - The A/E shall maintain no less than a \$1,000,000 Professional Liability Practice Policy with a maximum deductible of \$50,000; Workers Compensation/Employers' Liability Insurance; Commercial General Liability Insurance, Automobile Liability Insurance, all as specified in the Agreement;
  - The Agreement may be terminated by the Board, with or without cause, upon thirty (30) days written notice to the A/E; whereas, the A/E may terminate the Agreement, with cause only, upon thirty (30) days written notice to the Board;
  - The A/E is required to report monthly on SBE/MBE Utilization to the Office of Economic Opportunity. All compliance reporting shall be submitted through the M-DCPS Online Diversity Compliance System; and
  - The A/E has agreed to the terms and conditions of the Agreement and will commence services upon Board commissioning.

Fund	Commitment Funds Item Center		Program	Function	Funded Program	
351000	568000	1218100	20150000	740000	01529000	

#### Project Funding (GOB-funded):

#### Prior Commissions:

The Board has commissioned MHA for the following services within the last three years:

- <u>Special Project Consultant Structural Engineering Services for Miscellaneous</u> <u>Projects up to \$2.0 Million each for a 4-year term with extensions at the option of the</u> <u>Board.</u> Date of Commission: August 15, 2018 – August 15, 2022
- <u>Architectural/Engineering Projects Consultant (A/EPC) for Miscellaneous Projects up</u> to \$2M each for a 4-year term with extensions at the option of the Board. Date of Commission: July 25, 2018 – July 25, 2022
- <u>A/E for Joella C. Good Elementary School</u> Part 1 services (Programming / Master plan) for GOB-funded Renovations - Project Number 01529000 Date of Commission: May 16, 2018
- <u>Special Project Consultant Structural Engineering Services for Miscellaneous</u> <u>Projects up to \$1.0 Million each for a 4-year term with extensions at the option of the</u> <u>Board.</u> Date of Commission: January 12, 2011 Extension: January 11, 2016 – January 11, 2018
- <u>Architectural/Engineering Projects Consultant (A/EPC) for Miscellaneous Projects up to \$2M each for a 4-year term with extensions at the option of the Board.</u> Date of Commission: April 17, 2013 Extension: October 16, 2017 – April 16, 2018

Performance Evaluation Score:

M-DCPS' A/E Performance Evaluations ratings are the average score received from staff for all projects currently underway, or completed within the previous three years. Ratings are based on a scale of 1.00 to 5.00, with 5.00 as the highest rating. This score is current as of September 30, 2018: 3.59.

<u>Principal</u>:

The Principal/Owner designated to be directly responsible to the Board for M. Hajjar & Associates, Inc., is Mohammad Hajjar. The firm is located at 45 Valencia Avenue, Coral Gables, Florida 33134.

# **RECOMMENDED**: That The School Board of Miami-Dade County, Florida, commission M. Hajjar & Associates, Inc., as Architect/Engineer for Part 2 (Full A/E) Services for General Obligation Bond Funded Renovations at Joella C. Good Elementary School, located at 6350 N.W. 188 Terrace, Miami, Florida 33015, Project Number 01529000, as follows:

- 1) A lump sum fee of \$239,000 for Part 2 services; and
- 2) Project scope and all terms and conditions as set forth in the Agreement and the body of the agenda item.

NAD:CV:cv