

Business Operations
Ofelia San Pedro, Deputy Superintendent

SUBJECT: COMMISSIONING OF PARSONS BRINCKERHOFF CONSTRUCTION SERVICES, INC., SOARES DA COSTA CONTRACTOR, INC., AND URS CORPORATION TO PROVIDE PROGRAM MANAGEMENT SUPPORT SERVICES TO ASSIST THE DISTRICT IN THE DELIVERY OF ITS FIVE-YEAR CAPITAL PLAN

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

Introduction

As part of an on-going effort to ensure the successful execution of the District's construction and maintenance programs, staff issued a Request For Qualifications (RFQ) seeking Program Management (PM) support services. The intended purpose of this RFQ was to solicit proposals from interested firms to assist District staff in managing the planning, design, and construction of projects listed under the Five-Year Capital Plan (5-Year Plan). Specifically, the primary intent is to utilize these PM support services to work in tandem with our construction and maintenance staff, as needed, thereby facilitating the accomplishment of the District's goals regarding the delivery of the 5-Year Plan.

The proposed new 5-Year Plan is currently being reviewed by our Region offices and other relevant stakeholders to ensure that the plan meets the current and projected facilities needs of this District. The final version of the 5-Year Plan is scheduled to be submitted to the Board for review and approval at its April 2005 meeting.

Selection Process

Of the fourteen (14) firms that applied for this RFQ, the following seven (7) firms were short-listed, interviewed and subsequently ranked as follows by the District's Selection Committee:

1. Parsons Brinckerhoff Construction Services, Inc.
2. Soares Da Costa Contractor, Inc.
3. URS Corporation
4. DMJM
5. Heery International, Inc.
6. Turner Construction Company
7. Bovis Lend Lease

The Selection Committee was comprised of the following individuals:

Committee Members

Representing

Leslie Bowe	Appointee of the Superintendent
Francis Hoar	Maintenance Operations
Carlos Hevia	Office of Capital Improvement Projects
Larry Freeland	Office of Capital Improvement Projects
Patricia Freeman	Business Development and Assistance
Serge Castoriano	Educational Facilities Compliance
Myra Silverstein	Region IV Office

Based on the projected workload, staff has proceeded to negotiate with the three highest ranked firms. Nonetheless, the initial selection of these three firms does not preclude the future possibility of selecting additional firms from this list to provide PM support services, as needed by the District.

Scope of Services

The scope of services to be performed by the PM firms includes, but is not limited to, the areas of planning, budgeting, estimating, scheduling, project management, claims review, and inspection services. The specific services to be provided by the PM firm, as well as the schedule of work and total fees shall be set forth in individual Work Order Authorizations (Work Order), based on the needs and priorities of the District. Each Work Order may consist of either individual projects or a grouping (i.e., packaging) of projects. (Note: Staff will continue to have all design and construction contracts issued through and held directly by the District).

Work Orders will be issued by staff through a master "Agreement For Program Management Support Services" (Agreement) that has been negotiated with the selected PM firms.

Terms and Conditions

The Agreement negotiated with the selected PM firms includes the following terms and conditions:

- The Board's authorized designee will issue Work Orders to the PM firms stipulating the specific scope of services to be performed, the timeframe within which to complete said services, and a total not-to-exceed fee to be paid to the PM firm.
- The PM firm shall be compensated for the direct cost of labor performed under each Work Order, times the applicable multiplier, unless otherwise stipulated in said Work Order.
- The actual hourly rates to be charged by the PM firm may not exceed the rates established for each category as set forth in Schedule-A of the Agreement.
- The Agreement provides for two different types of multipliers:

1. Standard Multiplier: Applicable to personnel utilized by the PM firm for which the PM and/or its sub-consultants provide office space and all necessary equipment.
 2. Provisional Multiplier: Applicable to personnel utilized by the PM firm for which the Board provides office space and all necessary equipment.
- The PM firm shall be reimbursed on a direct cost basis for the following expenses, unless otherwise stipulated in the individual Work Order:
 1. Regulatory and/or permitting fees charged by a government agency having jurisdiction over a specific Board project contained in a Work Order.
 2. Travel expenses, within or outside of Miami-Dade County, incurred by the PM in conjunction with the performance of their duties under a specific Work Order. Such travel reimbursement shall be limited to the amounts established by Florida law or Board policy.
 3. The cost of bulk copying/reproduction of plans and other documents required in connection with any specific Board project contained in a Work Order.
 - The PM firms shall indemnify, defend and hold harmless the Board, its members, officers, agents and employees, from and against all claims arising out of or related to the PM's willful acts or negligent acts or omissions.
 - The PM firms shall maintain professional and commercial general liability insurance coverage of no less than \$1.0 million each, with a not to exceed deductible or self-insured retention amount of \$25,000, for the term of this Agreement.
 - The term of the Agreement shall be for two (2) years, with the Board's option to renew for three additional one-year terms. Each additional renewal year must first be approved by the Board prior to their respective date of commencement.
 - The performance of each PM firm will be periodically evaluated by staff and the results may be considered by the Board with regards to renewal of their Agreement.
 - In the event that the Board does not renew the Agreement or any subsequent year thereof, the PM firm shall nonetheless be obligated to continue to perform and complete any and all services under any existing Work Order(s), unless otherwise directed to discontinue said services by the Board.
 - The Board may terminate the Agreement, with or without cause, upon thirty (30) days written notice to the PM firm; whereas, the PM firm may terminate the Agreement, with cause only, upon thirty (30) days written notice to the Board.
 - The Board is under no obligation to assign a minimum number of projects or to compensate for a minimum amount to any PM firm.
 - The following multipliers were negotiated with each of the three PM firms:
 1. Parsons Brinckerhoff Construction Services, Inc.

Standard:	2.75
Provisional:	2.45
 2. Soares Da Costa Contractor, Inc.

Standard:	2.70
Provisional:	2.40
 3. URS Corporation

Standard:	2.62
Provisional:	2.34

All three PM firms have agreed to the terms and conditions of the Agreement.

The Agreement has been reviewed and approved by the Board Attorney's Office, the Office of Risk and Benefits Management, the Office of Contract Compliance, the Office of School Facilities, and the Office of Business Development and Assistance. A copy of the Agreement will be transmitted to the Board under separate cover and filed with the Citizens Information Office.

Prior Commissioning & Performance Evaluations:

The Board has commissioned the individual PM firms for the following project(s) within the last three years:

Parsons Brinckerhoff Construction Services, Inc.

N/A

Soares Da Costa Contractor, Inc.

N/A

URS Corporation

- A/E Services (Deferred Maintenance Projects - Package #1)
Date of Commission: 12-15-04

There are no prior performance evaluation scores currently available for any of the individual PM firms.

Principals

The Principal-in-Charge for Parsons Brinckerhoff Construction Services, Inc., is G. Dewey Martin, III. The firm is located at 7300 Corporate Center Drive, Suite 600, Miami, Florida 33126.

The Principal-in-Charge for Soares Da Costa Contractor, Inc., is Antonio Miranda-Esteves. The firm is located at 7270 N.W. 12 Street, Suite 205, Miami, Florida 33126.

The Principal-in-Charge for URS Corporation, is Brian J. Morris. The firm is located at 7650 Corporate Drive, Suite 400, Miami, Florida 33126.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, commission Parsons Brinckerhoff Construction Services, Inc., Soares Da Costa Contractor, Inc., and URS Corporation to provide Program Management support services to assist the District in the delivery of its Five-Year Capital Plan, and authorize the Superintendent or his designee to execute and administer the "Agreement For Program Management Support Services", in accordance with the terms and conditions set forth in this agenda item.

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