

Office of Superintendent of Schools  
Board Meeting of May 8, 2013

May 3, 2013

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

**SUBJECT: COMMISSIONING OF PARSONS BRINCKERHOFF, INC., TO PROVIDE PROGRAM MANAGEMENT SUPPORT SERVICES TO ASSIST IN THE DELIVERY OF DISTRICT-WIDE SCHOOL RENOVATIONS, REPLACEMENTS AND TECHNOLOGY UPGRADES UNDER THE \$1.2 BILLION GENERAL OBLIGATION BOND (GOB)**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

Introduction

As part of the program management strategy to implement the voter-approved \$1.2 billion General Obligation Bond (GOB) program, staff issued a Request for Qualifications (RFQ) seeking Program Management Support Services (PMSS). The PMSS firm will work in tandem with, and under the direction of, in-house staff on the GOB program as may be assigned by the District. Project management and technical support will be integrated with District project teams. This strategy provides the flexibility needed to carry out specialized tasks, addresses fluctuating project workloads and maintains appropriate program controls at all levels of implementation without increases in District staffing levels.

Selection Process

Of the eight (8) firms that responded to the RFQ, the following five (5) firms were short-listed, interviewed and subsequently ranked as follows by the Selection Committee:

1. Parsons Brinckerhoff, Inc.
2. AECOM Technical Services, Inc.
3. Jacobs Project Management Company
4. Atkins North America, Inc.
5. URS Corporation

**Revised  
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Based on the projected workload, staff proceeded to negotiate with the highest ranked firm.

Revised

### Scope of Services

The services to be provided by the PMSS firm (PM) may include, but are not limited to, procurement of design and construction professionals, contractor prequalification, project scoping, scheduling and estimating, and project management at the various stages of implementation (design, construction, closeout, warranty and/or related services). All services must be conducted within M-DCPS procedures, standards/guidelines, Board policies, state laws and codes. The specific services to be provided by the PM will be set forth in Work Order(s) issued by the District with not-to-exceed hourly rates, multipliers, consulting fee(s) and reimbursables, as it deems necessary. The Board intends to continue holding contracts with design professionals, construction firms, and support consultants for the GOB projects, which will further ensure that there is a firewall between these services and those provided by the PM. 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.

Revised

### Summary of Terms and Conditions

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

- The Board's authorized designee will issue Work Orders to the PM 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.
- The PM 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 may not exceed the rates established for each category as set forth in Schedule - A of the Agreement.
- Services: The Agreement provides for two types of multipliers and one consulting fee:

1. Provisional Multiplier: Applicable to personnel utilized by the PM for which the Board provides office space and all necessary equipment.

Year 1: 1.85  
Year 2: 1.95  
Years 3 – 7: to be re-negotiated with a floor base rate of 1.95

2. Standard Multiplier: Applicable to personnel utilized by the PM for which the PM employees and/or its sub-consultants provide office space and all necessary equipment.

2.40 (Note: District does not anticipate procuring services under this Multiplier, except as may be required in an emergency)

Revised

3. Consulting Services: Additional compensation for consultants utilized by the PM negotiated as a percentage of the direct cost. Services to be procured may include, but not limited to: Land Surveying, HVAC Test & Balance, Construction Cost Estimating, Construction Scheduling, Traffic Engineering, Plan Review, Inspections, and Building Commissioning Agent. These services may be procured on a project by project basis, or as continuing services, and may be provided via PM's in-house services or through a sub-consultant.

Consulting Services Fee: 6%

} Revised

- The PM shall be reimbursed for the following expenses (as stipulated in the individual Work Order):
  1. Regulatory and/or permitting fees charged by a government agency having jurisdiction over a specific Board project at direct cost with no markup.
  2. The cost of bulk copying/reproduction of plans and other documents required in connection with any specific Board project at direct cost with no markup.
  3. Travel and mobile phone expenses, within or outside of Miami-Dade County, incurred by the PM in conjunction with the duties performed by selected personnel under a specific Work Order. Such travel/mobile phone reimbursement shall be limited to a fixed lump sum in the amount of \$375/month for specific personnel. } Revised
- The PM 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 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 a maximum of seven (7) years, unless otherwise authorized by the Board. } Revised
- The Superintendent, as authorized by the Board, reserves the right to increase or decrease the rates set forth in Schedule-A of the Agreement to reflect the prevailing wages in the relevant market conditions during the term of the Program, commencing on the first anniversary of the Agreement and annually thereafter.
- In the event Services are required by the Board for categories or levels that are not set forth in this Schedule, the Board may negotiate with the PM to agree on the salary rates for such other categories or levels as needed by the Board. } Added
- The performance of the PM will be evaluated by staff annually (and at any other such time as determined by the Board). Such results may be considered by the Board with regard to renewal of their Agreement. The PM shall meet with the Superintendent (or Designee) and senior staff to discuss and review the status of the Program and PM's performance under this Agreement. PM shall prepare and provide the Board with monthly reports throughout all Phases of the GOB Program. } Revised
- In the event that the Board does not renew the Agreement or any subsequent year thereof, the PM 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; whereas, the PM 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 the PM.

The recommended PM, Parsons Brinckerhoff, Inc., has agreed to the terms and conditions enumerated above. The Agreement has been reviewed and approved by the Board Attorney's Office, Risk Benefits Management, the Office of Economic Opportunity, the Office of Human Capital Management, Recruiting, Performance Management and Labor Relations and the Office of School Facilities. The Office of the Inspector General and the Office of Management & Compliance Audits have also reviewed and provided input on the Agreement. Terms, conditions and fee considerations were benchmarked against other major school districts with similar (or larger) sized bond programs. The first Work Order Authorization for the initial year of the GOB program staffing needs is anticipated to be approximately \$3.2 million which represents 2.65% of the anticipated cash flow.

} Revised  
 } Added

Principals

The Principal-in-Charge for Parsons Brinckerhoff Construction Services, Inc., is Kenneth B. Spillett. The firm's local address is 7300 Corporate Center Drive, Suite 600, Miami, Florida 33126.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida:

1. commission Parsons Brinckerhoff, Inc., to provide Program Management Support Services to assist in the delivery of District-wide renovations, replacements and technology upgrades for the \$1.2 Billion General Obligation Bond (GOB), 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 and entire subject Agreement; and
2. authorize a contracted position, 'GOB Community Liaison Officer', as a direct report to the Chief Facilities Officer to assist with GOB program implementation.

} Revised  
 } Added

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