

Office of Facilities Design & Construction  
Raul F. Perez, Chief Facilities Design & Construction Officer

**SUBJECT: COMMISSION OF AECOM TECHNICAL SERVICES, INC. TO PROVIDE PROGRAM MANAGEMENT SUPPORT SERVICES TO ASSIST IN THE DELIVERY OF DISTRICT-WIDE FACILITIES UPGRADES, RENOVATIONS, AND NEW CONSTRUCTION, INCLUDING THE FIVE-YEAR DISTRICT FACILITY WORK PROGRAM**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

#### Introduction

As part of the program management strategy that includes the implementation of the Five-Year District Facility Work 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 management of District-Wide Facilities Upgrades, Renovations & New Construction, including the Five-Year District Facility Work Program as adopted by the Board, 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.

This solicitation includes a mandatory SBE/MBE Sub-consultant Utilization Goal of 15% and a mandatory M/WBE Sub-consultant Utilization Goal of 10% (as determined by the M-DCPS Goal Setting Committee), per the Disparity Study and Board Policy 6320.02.

#### Selection Process

Of the four (4) firms that responded to the RFQ, the following four (4) firms were short-listed, interviewed, and subsequently ranked as follows by the Selection Committee:

1. AECOM Technical Services, Inc.
2. WSP USA Inc.
3. The Corradino Group, Inc.
4. School Program Management – A Joint Venture

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The Selection Committee was comprised of the following individuals:

<u>Committee Member</u>	<u>Representing</u>
Ailsa Simon, Director of Facilities, CIP - Central	Appointee of the Superintendent
Mauricio Lotero, District Director	Office of School Facilities Design and Construction
Cesar Gomez, Sr. Building Code Inspector	Office of Educational Facilities Code Compliance
Gregory Bethune, Region Administrative Director - Central	Office of School Operations
Jennifer Andreu, Assistant Superintendent – Equity & Diversity	Office of Economic Opportunity
Ronald Frazier, Chair, M-DCPS S/MBE Advisory Committee	Community
Lourdes Mendez-Lopez, Director of Facilities – Document Control	At-Large Alternate
Jenny Murillo, Director – Educational Facilities (non-voting)	A/E Selection & Negotiations (Facilitator)
The Office of the Inspector General representative attended the interviews as an observer (non-voting). Representatives of the Office of Management and Compliance Audits validated the interviews scoring calculations and final tabulation	

Based on the projected workload, staff proceeded to negotiate with the highest ranked firm. Nevertheless, the initial selection of this firm does not preclude the future selection of additional firms from this list to provide Program Management Support Services, if and as needed by the District.

#### 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 all 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 an “Agreement for Program Management Support Services” (Agreement) that has been negotiated with the selected PM.

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 a Memorandum of Understanding outlining roles and responsibilities, as follows:

<b>LIST OF M-DCPS OEO CERTIFICATIONS</b>					
<b>PRIME FIRM:</b> AECOM is not M-DCPS certified as SBE/MBE or M/WBE					
<b>SUB-CONSULTANTS FIRM NAME</b>	<b>ROLE/ RESPONSIBILITY</b>	<b>M/WBE CERTIFICATION CATEGORY &amp; EXPIRATION DATE</b>	<b>M/WBE MANDATORY GOAL (%) COMMITMENT</b>	<b>SBE/MBE CERTIFICATION CATEGORY &amp; EXPIRATION DATE</b>	<b>SBE/MBE MANDATORY GOAL (%) COMMITMENT</b>
O. R. Painting Inc.	Project Management	Native American 10-5-2023	2.00%	-	-
Program Controls, Inc.	Project Control	Asian-American 11-19-2023	7.00%	-	-
Total Project Strategies	PM, CM, Project Administration	-	-	-	-
ASA Consultants Inc.	Project Mngt., Inspections	Women 9-29-2024	2.00%	-	-
Creativision Media, Inc.	Community Outreach, M-P	African-American 7-23-2023	2.00%	-	-
Hill International, Inc.	PM, CM, Facilities Mngt.	-	-	-	-
Balsera Communications	Communications, Admin. Support	-	-	SBE – Tier 1 3-10-2026	10.00%
S. Davis & Associates, P.A.	Project Inspections/Audit	-	-	SBE – Tier 1 3-7-2025	6.00%
MCO Construction	Project Engineering/ Inspections	-	-	SBE – Tier 2 6-22-2026	3.00%
<b>TOTAL SUB-CONSULTANTS PARTICIPATION PER CATEGORY</b>		<b>M/WBE: 13.00%</b>		<b>SBE/MBE: 19.00%</b>	

## Summary of Terms and Conditions

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

- The initial Term of this Agreement shall be for a period of five (5) years from the effective date with renewal(s) at the Board's option.
- 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.
  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.
  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.
- 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 \$321.00/month X 12 months for specific personnel.
- 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 \$50,000, for the term of this Agreement.
- The Superintendent, as authorized by the Board, reserves the right to adjust 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 Schedule-A, the Board may negotiate with the PM to agree on the salary rates for such other categories or levels as needed by the Board.
- 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 projects assigned under District-Wide Facilities Upgrades, Renovations & New Construction, including the Five-Year District Facility Work Program.
- 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 PM is required to report monthly on SBE/MBE and M/WBE Utilization to OEO. All compliance reporting shall be submitted through the M-DCPS Online Diversity Compliance System.
- The Board is under no obligation to assign a minimum number of projects or to compensate for a minimum amount to the PM.

The following multipliers were successfully negotiated with AECOM Technical Services, Inc.:

1. Provisional Multiplier: 1.95 (same since previous 2013 PMSS agreement)
2. Standard Multiplier: 2.24 (lower than previous 2013 PMSS agreement)
3. Consulting Services Fee: 6.00% (same since previous 2013 PMSS agreement)

The recommended PM, AECOM Technical Services, Inc., has agreed to the terms and conditions enumerated above. The Agreement has been reviewed by the Office of Risk and Benefits Management, the Office of Economic Opportunity, the Office of Human Capital Management, and the Office of Facilities Design and Construction, and approved by the Office of The General Counsel. The Office of the Inspector General and the Office of Management & Compliance Audits have also reviewed the Agreement. Terms, conditions, and fee considerations were benchmarked against other major school districts with similar (or larger) sized construction programs.

Principal

The Principal-in-Charge for AECOM Technical Services, Inc., is Mrs. Endrea Frazier, Vice President. The firm's local address is 2 Alhambra Plaza, Suite 900, Coral Gables, Florida 33134.

**RECOMMENDED:**

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

- 1) commission AECOM Technical Services, Inc., to provide Program Management Support Services to assist in the delivery of District-Wide Facilities Upgrades, Renovations, and New Construction, including the Five-Year District Facility Work Program, 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) due to the August 2023 opening of schools, extend WSP USA Inc.'s PMSS Agreement for up to 120 days, under the same terms and conditions as the current Agreement, to ensure a seamless transition of staff.

RFP:ns