



Memorandum



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To: Tara Smith, Director, Internal Services Department

From: Mary T. Cagle, Inspector General

Date: February 22, 2018

Subject: Transmittal of OIG Final Report on *Miami International Airport's Terminal Optimization Program, NTPC A16-MDAD-02 – Program Support Services*
OIG Ref. No. 18-0011-O

Attached please find the OIG's Final Report regarding our contract oversight review of the above-captioned NTPC. The OIG's review of the alleged misrepresentations was predicated upon a Heery International, Inc. (Heery) complaint filing with the OIG alleging misrepresentations by AECOM Technical Services, Inc. (AECOM), in its proposal responding to the subject NTPC.

This report, as a draft, was provided to AECOM Technical Services, Inc. (AECOM), the subject of the report, in accordance with Section 2-1076(f) of the Code of Miami-Dade County. AECOM submitted a written response, which is attached to the final report as Appendix A.

Overall, the OIG investigated the two allegations made by the second-ranked firm, Heery International, Inc., against AECOM, the first-ranked firm. First, we determined that, notwithstanding the personnel professional qualifications of the three named individuals, AECOM and its subconsultant, Perez & Perez, are both County approved to provide the required services. Second, we determined that AECOM did have the North Terminal Development project experience that it claimed in its written proposal.

Attachment

cc: Lester Sola, Director, Miami-Dade Aviation Department
Namita Uppal, Chief Procurement Officer, Internal Services Department
AECOM Technical Services, Inc. (under separate cover)
Heery International, Inc. (under separate cover)

Miami-Dade County Office of the Inspector General



OIG Final Report

**Contract Oversight Review of
Miami International Airport's Terminal Optimization Program
NTPC A16-MDAD-02 – Program Support Services**

**IG18-0011-O
February 22, 2018**

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INTRODUCTION & SYNOPSIS

The Office of the Inspector General (OIG) received a complaint via letter, dated January 16, 2018, from the offices of Holland & Knight LLP, a law firm, on behalf of Heery International, Inc. (Heery) related to the above-captioned Internal Services Department (ISD) *Notice to Professional Consultants* (NTPC).¹ Heery supplemented this complaint with a second filing to the OIG, dated February 8, 2018. Heery is the second-ranked firm, as determined by the County's Competitive Selection Committee (CSC) that responded to the subject NTPC. County officials are currently negotiating contract terms and conditions with AECOM Technical Services, Inc. (AECOM), which is the top-ranked firm. The results of these negotiations will be incorporated into a final agreement to be presented to the Board of County Commissioners (BCC) for approval.

Heery's initial complaint alleges that AECOM made multiple misrepresentations to the County regarding its proposed personnel qualifications and its firm's project experiences "to improperly secure the NTPC Contract Award." Specifically, Heery alleges that AECOM misrepresented the professional qualifications of three members of its proposed project team by referring to these individuals as "architects" when, in fact, they are not persons licensed under Florida Statutes to engage in the practice of architecture (a person hereinafter referred to as a "registered architect"). As such, Heery states that these individuals cannot perform the services required by the NTPC Technical Certification Categories. In addition, Heery alleges that in its proposal AECOM misrepresented its North Terminal Development project experiences. Heery concludes, "AECOM must not be allowed to profit from its efforts to mislead Miami-Dade County regarding its prior construction experience, especially when such experience was a central part of the Selection/Evaluation Committee's review and ranking of proposals."

Heery's second complaint expounds on its earlier allegation concerning individual misrepresentations. Heery now contends that AECOM violated state law when it referred to the three named individuals as architects when, in fact, they are not licensed architects. Citing to Section 481.223(1)(c), Florida Statutes, Heery contends that each misrepresentation constitutes a misdemeanor in the first degree.

In summary, the OIG determined that AECOM's use of the term "architect" in its proposal and in certain team member resumes/work histories was potentially misleading

¹ The OIG has been copied on or has been made aware of other filings by Heery addressed either to the Miami-Dade County Internal Services Department (ISD) or to the County Attorney's Office (CAO) or both, dated December 22, 2017, February 2, 2018, and February 15, 2018; and to another Heery filing, which was addressed to the Chairman, Board of County Commissioners (BCC), dated January 26, 2018. The OIG is also aware of filings by AECOM addressed to ISD, dated January 25, 2018, and another to the Chairman, BCC, dated February 12, 2018. The OIG will not be addressing the issues raised in these other filings with the noted County officials; we are only addressing the issues presented in the complaints filed directly with us.

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as to their professional qualifications. However, what impact, if any, these circumstances may have had on CSC member proposal evaluations and rankings is speculative. Whether such usage is violative of Florida Statutes is an issue to be raised with the Florida State Department of Business and Professional Regulation (DBPR), and ultimately decided by the courts. Notwithstanding the personnel professional qualifications of the three identified individuals, both AECOM and Perez & Perez (a subconsultant) are County-certified firms. That is, both firms are approved to provide the services needed to perform the work required by the NTPC-specified Technical Certification Categories for the subject project, regardless of the status of the three named individuals.

As to the second issue, the OIG has determined that AECOM did have the questioned North Terminal Development project experience that it claimed in its proposal, as well as a substantial amount of other related project experience at Miami International Airport (MIA). We note that AECOM obtained its experience through mergers and acquisitions of other consultant/engineering/construction firms. AECOM's assumption of legacy company work is an acceptable, common industry practice, and a practice that Heery uses in its own proposal.

The OIG observes that this is not first time that the OIG has received a complaint from a proposer asking us to investigate representations made regarding the qualifications of another proposer's team members and firm qualifications. We do not believe that proposers raising these issues in these 11th-hour petitions to the OIG is a sustainable solution. Going forward, the OIG believes that the County should reform its Architectural/Engineering competitive procurement processes and we welcome the opportunity to share our ideas with all County stakeholders.

DRAFT REPORT & SUBJECT RESPONSE

The OIG provided a copy of this report, as a draft, to AECOM for its discretionary written response, on February 14, 2018. The OIG is in receipt of AECOM's response, dated February 21, 2018, and has attached the response, in its entirety, to this final report, as Appendix A.

In its response, AECOM states, "we take no issue with your conclusion that nothing in your review of the issues raised by the second-ranked firm, Heery International, Inc., 'necessitates any alteration in the course that ISD is taking with respect to this procurement.'" We also note that AECOM, as reiterated in its response to the draft report, provided the OIG with additional documentation supporting their personnel's qualifications, such as copies of diplomas and educational records, and supplemental information about the firm's legacy work history.

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BACKGROUND & PRIOR OIG REPORTS

The Miami-Dade Aviation Department (MDAD), in late 2014, initiated its Miami International Airport's (MIA) Terminal Optimization Program (TOP) in response to multiple airlines requesting additional gates. The TOP consists of about 43 projects, costing approximately \$1.4 billion, located in key areas of the airport requiring upgrades. TOP projects are prioritized based on funding and need, and can be changed, removed, or amended to add new projects.

The consulting firm currently providing project support services to MDAD for the TOP is Sequeira and Gavarrete (S&G), whose contract began in 2006.² Since then, the contract has been amended eight times, most recently in January 2018, to extend the contract through April 1, 2018. Since 2006, S&G has been paid over \$114 million for work performed under this contract. Notably, S&G was acquired by Heery in 2007; however, S&G has continued to be the named party on the contract since its acquisition. As such, Heery, the second-ranked proposer on this procurement, is the incumbent firm currently servicing the TOP.

The subject NTPC will result in the awarding of a new contract. The Professional Service Agreement (PSA) to be awarded will have an initial five-year term, with one five-year option to extend. This PSA has a total maximum compensation of \$55,000,000.00, inclusive of a ten percent (10%) contingency allowance.

Three proposers responded to the NTPC: Heery International, Inc., AECOM Technical Services, Inc., and Burns & McDonnell Engineering, Inc. by submitting their written proposals that were due on September 23, 2016. A Competitive Selection Committee (CSC) was empaneled and completed both a Tier 1 evaluation and a Tier 2 evaluation.

However, on November 21, 2016, one day before the Tier 2 evaluation was to take place, ISD Procurement Management requested the OIG investigate, among other issues, possible interference into the Tier 2 evaluation process. Notwithstanding, the Tier

² "Program Support Services" include such activities/services as program management, quality assurance for design and construction, project programming and management, construction management and claim analysis/resolution, maintenance of program controls, monitoring disadvantaged/community small business enterprise/community workforce programs and other similar County outreach programs, grant funding, environmental oversight, specialty consultant services, and more. Section 4.2.11 of the draft Professional Services Agreement, states, "In reviewing design, including but not limited to constructability reviews, value engineering, or otherwise, the Architect/Engineer [i.e., the Consultant] shall perform such services in accordance with the standard of care expected of a reasonable project manager/construction manager." The OIG notes that the subject procurement is not to obtain design services, although oversight and monitoring of a design service provider may be required.

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2 evaluation took place. As a result of the Tier 2 evaluation, Heery was ranked first and AECOM ranked second. Burns and McDonnell was ranked third. On March 24, 2017, the OIG found no evidence to support the allegation and closed its investigation.

On May 2, 2017, the OIG received a complaint from AECOM (the second-ranked proposer at that time). In its complaint, AECOM alleges (1) that a CSC member failed to respond truthfully on the *Neutrality Disclosure Form* that was required to be completed by all CSC members, and (2) that Heery was incorrectly awarded more Tier 2 evaluation points because it was reported that Heery had received no County contract dollars for the preceding three years.

On June 26, 2017, the OIG issued its findings. The OIG determined that the named CSC member did not file a truthful *Form*, but that the impact of this on the CSC was speculative and that there was no evidence that it had either a positive or a negative impact on the scoring. As to the second issue, the OIG determined that the allegation was technically unfounded, albeit substantively sustained, given that the contract dollars were awarded and paid to S&G—not Heery. At the heart of the matter was that Heery was taking credit for S&G's decade of past performance at the airport in its proposal, but was not credited with receiving those contract dollars. With that said, the OIG again was careful not to speculate whether this would have had any effect on the outcome of the procurement process, as this matter only concerned Tier 1 scoring and those scores do not carry over to the Tier 2 evaluation process. While our June 26, 2017, memorandum contained some recommendations that ISD should consider for future procurements, the OIG did not make any recommendations regarding the on-going NTPC.

On July 17, 2017, ISD Procurement Management rescinded its negotiation authorization for the subject NTPC, and recommended that a new CSC be established to complete new Tier 1 and Tier 2 evaluations. It was decided that the already submitted proposals would be re-evaluated and re-ranked, and that no new information would be requested or accepted from the proposers. A second Tier 1 evaluation was held August 30, 2017, and a second Tier 2 evaluation was held on October 31, 2017. After the second Tier 2 evaluation, AECOM was ranked first; Heery was ranked second; and Burns & McDonnell was again ranked third. On December 1, 2017, ISD Procurement Management issued a second *Negotiation Authorization* to commence contract negotiations with AECOM based on the results of the second round of evaluations.

The first and only contract negotiation meeting with AECOM was held on January 31, 2017. At present, a final, executed contract is being prepared, as well as ISD's *Recommendation for Award*. As more fully described below, there is nothing resulting from our most current review that, we believe, necessitates any alteration in the course that ISD is taking with respect to this procurement.

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OIG REVIEW

1. AECOM Personnel Qualifications

Heery, in its initial complaint dated January 16, 2018, to the OIG, identified three individuals whose professional qualifications were allegedly misrepresented in AECOM’s proposal as “architects” when, in fact, the individuals are not licensed architects in the State of Florida. Heery contends that “[t]hese misrepresentations are significant to the procurement process in light of the fact that the solicitation requires that certain functions or services can only be provided by personnel who are licensed or certified in different disciplines or professional categories.” In concluding its allegation, Heery states “AECOM, therefore, utilized material misrepresentations to improperly and untruthfully enhance the credentials of the personnel it proposed under the NTPC.”

Three weeks later, in a supplemental filing, dated February 8, 2018, with the OIG, Heery expanded its argument alleging that “each of these identified misrepresentations in AECOM’s proposal constitutes a misdemeanor in the first degree.” Thereafter, the correspondence cites to Section 481.223(1)(c), Florida Statutes, which provides that “A person may not knowingly: [u]se the name or title ‘architect’ or ‘registered architect,’ or ‘interior designer’ or ‘registered interior designer,’ or words to that effect, when the person is not then the holder of a valid license issued pursuant to this part.” For reasons that will be made clear later, the OIG declines to address the issue of whether these alleged misstatements are violative of Florida Statutes. Instead, our review will be confined to the procurement aspect that is before us.

a. NTPC-required Qualifications

Notwithstanding the appropriate use of the title “architect,” the OIG first notes that Heery’s initial premise—regarding these three individuals and the NTPC’s requirements—is not accurately stated. The NTPC, and standard County guidelines, state that only the firms or individual consultants that are County-approved in the NTPC-listed “Technical Certification Categories” can provide the required services. The three *A/E Technical Certification Category* types in question are:

<u>Number</u>	<u>Description</u>
4.02	Aviation Systems—Architectural Design – PRIME
14.00	Architecture – PRIME
18.00	Architectural Construction Management – PRIME

Pursuant to County guidelines, all three categories require that each firm seeking technical certification include at least one professional architect registered in Florida

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employed by the firm to obtain County pre-certification. Both AECOM and its named subconsultant, Perez & Perez (P&P), have filed with ISD technical certification information sufficient for ISD to determine that the firms (and their named personnel who possess the required professional licenses) are eligible to perform the services for those designated technical categories.³

The County's certification goes to the firm, not to individual firm employees. That none of the three named individuals in Heery's allegation are registered architects is moot, regarding their firm's ability to provide the services, in full compliance with the NTPC and County guidelines. We note that both AECOM and P&P have other individuals assigned to the project team that include State-registered architects who are available to perform whatever "registered architect" services that may be required.

Both AECOM and P&P are pre-certified vendors pursuant to County requirements under multiple Technical Certification Categories, including those listed in the subject NTPC. AECOM, as a firm, is qualified in 13 out of the 15 NTPC listed Technical Certification Categories, including the three architecture categories listed earlier. In all 13 instances, AECOM shows itself to be the "Prime" firm responsible for providing the required services.⁴ That two out of the three named individuals in Heery's allegation do not work for AECOM, or even concerning the one individual that does, we reiterate that their not being licensed in Florida has no impact whatsoever on AECOM's ability, or its subconsultant's ability to provide the required services, in full compliance with the NTPC and County requirements.

b. Individual Professional Qualifications

Heery identifies three individuals whose professional qualifications were allegedly misrepresented in AECOM's proposal, wherein they were referred to as architects, when, in fact, they are not registered architects in the State of Florida. AECOM used the word "architect" in the narrative portion of the person's biography and/or in description of his/her past work assignments. The three individuals named by Heery in the complaint are:

- Mario Mas, a Perez & Perez employee, designated as "Team Leader for Terminal/Building Projects"
- Kristopher Casselman, an AECOM employee, designated as "Project Managers/Support"
- Natalie McCudden, a G-T Construction employee, designated as "Project Controls – Document Control"

³ See *LOQ Form A16-MDAD-02 – Rev. 11-16-15, Architect-Engineer Letter of Qualifications (LOQ)*.

⁴ For the other two Categories, AECOM lists four subconsultants that are County pre-certified to provide the required services.

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As part of Heery's complaint, it provided evidence that these three individuals are not registered architects in the State of Florida. We do not disagree. Our own research has verified that none of the three individuals are registered architects in Florida. Moreover, OIG outreach to AECOM (through its counsel) has also revealed the same—they are not registered architects in Florida.⁵ However, nowhere in the aforementioned passages did AECOM present these individuals as being "registered" or "licensed" architects, or that they would be providing services that could only be performed by a registered architect. Thus, the remaining issues, we believe, are one of impact and one of appropriate usage. What weight did CSC members give when they saw the word "architect" in their scoring of a firm's proposal? Was it appropriate to refer to an individual as an architect when their past work experiences did not involve the practice of architecture, but they had studied and earned a degree in architecture? Any determination is subjective; as such, the OIG will address each of the three individuals separately and in the context of their own biographies.

Mr. Mas was presented in AECOM's proposal as one of its Team Leaders. It was on page 10, in a high-level summary of key personnel *Qualifications of the Firm*, where Mr. Mas was touted as an "architect with more than 35 years of project delivery experience." Later in the proposal, on page B-15, AECOM presents the work history/resume of Mr. Mas, wherein it notes that Mr. Mas has a Bachelor of Architecture; that his professional registration/certification is "in progress;" and that his expertise is "Design and construction methodologies for aviation facilities involving multi-bid, fast tract components." AECOM in presenting a job history for Mr. Mas, notes that, at one time, he "Served as Project Architect for package C" that was part of the MIA, DEFGH Wrap Project." Mr. Mas has five other listed MIA projects in this section that describe his work experience/job titles as "Senior Design Engineer."

The OIG observes that his non-licensure status does not align with his former job titles (and perhaps the duties and responsibilities of those positions) of "Project Architect" and "Senior Design Engineer." We acknowledge that, in the minds of some, there may have been conflicting evidence about what Mr. Mas' professional status actually is. However, whether AECOM's written presentation misrepresented Mr. Mas' professional qualifications and misled the experienced County construction professionals that were members of the CSC and influenced their evaluation and scoring, is speculative.

The second-named individual is Kristofer Casselman. AECOM presents Mr. Casselman's work history/resume in its written proposal on page B-43. We note that in this section, Mr. Casselman's name, at the top of the page, is followed by the designation,

⁵ The OIG also requested from AECOM that it provide any other state registrations for the three individuals. We were not provided with any additional licensure information.

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“AIA.”⁶ Additional information provided in this section about Mr. Casselman is that he has an MS, Architecture, and that his Registration/Certification is that of an Associate, American Institute of Architects (AIA). AECOM describes his “Expertise” as, “Special skills in the development of consultant procurements, airport concessions, airport architecture, and commercial space renovations.” AECOM, in its explanatory notes, describes Mr. Casselman as “an experienced architect” and later states, “Kris is a highly skilled architect.” We note that in one prior job, his title and function is shown as “Project Manager and consulting architect and concessions specialist”; other job history write-ups describe Mr. Casselman as a “Project Manager” or similar job titles. Moreover, we note that pursuant to AIA guidelines, a member should not use the AIA designation, unless that member is entitled under law to practice architecture in a named state. An “Associate AIA” such as Mr. Casselman, is an AIA member without a state-issued architectural license but who otherwise meets other AIA educational or employment requirements.

Again, AECOM’s use of the term “architect” as a position title for Mr. Casselman, like in the previously described circumstances for Mr. Mas, may be an overstatement of his actual technical qualifications. Again, like Mr. Mas, whether AECOM’s presentation concerning Mr. Casselman misrepresented his professional qualifications and misled the experienced County construction professionals that were members of the CSC and influenced their evaluation and scoring, is speculative.

Finally, AECOM’s representation of Ms. McCudden as an “accomplished architect” is challenged. Ms. McCudden’s biography is found on page B-121. She has a Bachelor’s Degree in Architecture, and, according to her biography, she has expertise in “[a]rchitectural design, cost analysis, data analysis, research.” One of her listed previous jobs reads: “Junior Architect, both freelance and full-time.” For this engagement, Ms. McCudden is being proposed for the role of “Document Control.” Taking into account that her proposed job responsibilities were administrative in nature, it is unclear what weight CSC members gave to her architectural background, and more specifically, to the description of her as an “accomplished architect.”

In addition, Heery contends that AECOM made verbal misrepresentations during its Tier 2 oral presentation. Heery states, “These misrepresentations go to the heart of the presentation that AECOM made to the Selection/Evaluation Committee, as all three of the proposed team members at issue are a significant part of both AECOM’s proposal and its oral Tier 2 presentation.”

After listening to AECOM’s Tier 2 oral presentation, the OIG begs to differ. While Mr. Mas is listed as a member of AECOM’s team as “Terminal/Building Projects – Lead.” The other two named individuals are shown as support personnel; one for project controls and

⁶ Mr. Casselman also appears in the Organizational Chart (page B-4) with the initials AIA directly after his name.

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the other for document control. During the orals, Mr. Mas was introduced, briefly addressed the CSC, and no more was heard from him or about him during the remaining presentation. Mr. Mas was not “featured prominently” in AECOM’s Tier 2 oral presentation. Neither Mr. Casselman nor Ms. McCudden were mentioned at all during the oral presentation. These circumstances are hardly an endorsement of Heery’s contention that these individuals are a “significant part” of AECOM’s team during its Tier 2 oral presentation.

c. Legal Usage of the Title “Architect” and Application of Florida Statutes, Section 481.233(1)(c)

Heery, in its supplemental complaint to the OIG dated February 8, 2018, suggests that each of the identified misrepresentations in AECOM’s proposal (i.e., the three individuals who were identified as “architects”) constitutes a first-degree misdemeanor. In support of its contention, Heery cites Section 481.233(1)(c), Florida Statutes, that prohibits a person from knowingly using “the name or title ‘architect’ or ‘registered architect,’ or ‘interior designer’ or ‘registered interior designer,’ or words to that effect, when the person is not then the holder of a valid license issued pursuant to this part.”⁷

⁷ Regarding the legal application of Section 481.233(1)(c), Florida Statutes counsel for AECOM provided two Florida cases to support his contention that the mere description of oneself as an “architect”—albeit not claiming to be a “registered architect”—does not violate the statute. First, AECOM’s counsel cites *Locke v. Shore*, 682 F. Supp. 2d 1283, 1296 (N.D. Fla. 2010) for the proposition that the statute has been ruled unconstitutional. In that case, however, plaintiffs challenged that part of the statute covering “interior designers”—not architects. The Court made a distinction between commercial interior designers and residential interior designers, the latter of which are exempt from the State’s licensure requirements. See Fla. Stat., §481.229(6)(a), that exempts residential interior designers from needing a license, provided that such person does not advertise or represent oneself as an interior designer. The Court held that because the activity (residential interior design) was not subject to licensure and could be lawfully practiced, any prohibition on titling (i.e., calling oneself an interior designer) violates the First Amendment and, as such, is unconstitutional. *Locke v. Shore*, 682 F. Supp. 2d 1283, 1296 (N.D. Fla. 2010) This same legal holding, however, might not apply to architects, as there is no distinction made between the practice of architecture that requires a license and that which does not.

Second, counsel for AECOM cites to *State v. Wagner*, 403 So. 2d 1349 (Fla. 5th DCA 1981) for the proposition that Section 481.223(1)(c), Florida Statutes, can only be violated when one incorrectly holds oneself out to be a licensed (or registered) architect, and the titling prohibition does not apply when the term “architect” is used generically. *Wagner* involved Section 480.047(1)(a) Florida Statutes (1979), which prohibited one from holding oneself “out as a masseur unless duly licensed.” While the *Wagner* Court did interpret the statute as only prohibiting a person from falsely representing that they were state certified, the Court reasoned that that the definition of “massage” included constitutionally protected activity. *Wagner* at 1351. Moreover, the actual holding of the *Wagner* case held that the lower court applied an incorrect principal of law in dismissing the criminal charges, and that the State should have been able to proceed. *Id.* at 1351-52. As such, it is difficult here to analogize the *Wagner* case to the issue at hand.

Possibly, the issue here may be the Florida definition of architecture and what activities constitute the practice of architecture for which the State of Florida requires a license. We note that the definition of “architecture” under Section 481.203(6), Florida Statutes, includes activities such as the planning and administration of construction documents, in addition to the preparation and certifying of design plans. The legal prohibition of calling oneself an architect—as opposed to representing oneself as a licensed architect,

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Ostensibly, this supplemental argument is being advanced in the hopes of casting aspersions on AECOM, thereby improving Heery's chance to win this contract. The problem, however, is that a cursory review by the OIG reveals that all three proposers took liberties—although not widespread—using certain professional terms that are regulated by the State of Florida. Not only is the title “architect” regulated by the Florida Department of Business and Professional Regulation (DBPR), but many designations of “engineer” may not be used unless the person is licensed or fits a statutory exemption.⁸

Additionally, it may also be questioned whether one can use the licensure initials RA (registered architect) or PE (professional engineer) when promoting oneself in the State of Florida, when one is not duly licensed in Florida. We found several instances where the aforementioned initials, RA or PE, were next to an individual's name; however, the individual is licensed outside of Florida. Moreover, listed job titles for prior work performed in the State of Florida may have been displayed as “Project Engineer” or “Project Architect” but the individual was not duly licensed in Florida when said work was performed. Potentially, any proposer feeling strongly that this particular statute was violated, may file a formal complaint with the Florida DBPR—the state agency with regulatory authority over these issues. (See § 453.228, Fla. Stat. short of alleging that a misdemeanor has been committed, the Florida Board of Architecture and Interior Design can issue civil citations and cease and desist notices, and impose monetary and other civil penalties.)

In summary, the OIG believes that any impact of the Heery alleged misrepresentations by AECOM on the CSC member evaluations and rankings of its proposal is speculative. AECOM did not describe the named individuals as “registered architects” nor did it present them as fulfilling the role of a prospective project architect. These facts are evident in AECOM's presentation.

2. AECOM's Work History at MIA

The second issue Heery raised is that AECOM misrepresented its project experiences at MIA, notably those related to the North Terminal Development Project. Heery alleges, “AECOM did not have any direct participation or role in the North Terminal Development project.” Heery does acknowledge that one of AECOM's subcontractors (unidentified in the complaint) was involved in that project, but then continues on by stating that this fact does not make the subcontractor's work AECOM's work.

when one is not—is one for the Florida courts to ultimately decide. In any event, as to this procurement, the OIG declines to opine whether Florida law was violated by AECOM, or by any of the firms responding to this NTPC.

⁸ See Section 471.031, Florida Statutes, covering engineering titles, including but not limited to “structural engineer,” “architectural engineer,” “mechanical engineer,” “environmental engineer,” and “software engineer.”

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Heery directs the OIG's attention to page 4 of AECOM's written proposal entitled *Qualifications of the Firm* wherein AECOM had listed the Heery cited NTD project as relevant work experience.⁹ (OIG Exhibit 1A) Heery then cites its review of a copy of MDAD's *North Terminal Development Final Cost Report* that lists, among other information, North Terminal Development projects by project number, contractor/consultant names, and amounts paid. Heery points out that nowhere on this listing of projects and contractors/consultants is AECOM's name shown as a contractor/consultant receiving payments.¹⁰ Heery concludes with the statement, "AECOM must not be allowed to profit from its efforts to mislead Miami-Dade County regarding its prior construction experience, especially when such experience was such a central part of the Selection/Evaluation Committee's review and ranking of proposals."

Notwithstanding Heery's allegation, the OIG determined that AECOM did have verifiable North Terminal Development related work experiences. Not uncommon in this industry is that AECOM obtained the stated work experiences by way of its mergers/acquisitions of other consultant/engineering/construction firms, notably Spillis Candela & Partners, Inc., DMJM Aviation, Inc., and the URS Corporation. These firms have substantial work experience—gained over more than a decade of service—at MIA working on projects large and small. We find that AECOM'S assumption of legacy company work as its own is an acceptable and common practice. Moreover, it is the same practice employed by Heery in its proposal when it assumed the work experience of S&G as its own.

The OIG observed that AECOM discloses this information and the projects worked on by its legacy firms in its written proposal. A requirement for all respondents is that they prepare an *ISD Form No. 11 – Experience & Qualification/Preference/Reference Form* for each project for which they (primes and subconsultants) are claiming as qualifying experience. Among other information on this form is the current firm name, as well the name of the acquired firm that at the time provided the service, names of the qualifying project, names and roles of the consultant personnel who performed services on the named projects, dollar amounts paid, and expanded descriptions of the scopes of services provided.

For its proposal, AECOM collectively submitted 28 *ISD Form No. 11s*. Eleven of these forms pertained to AECOM, the remainder related to the work experiences of AECOM's subconsultants. Of the eleven *ISD Form No. 11s* related to AECOM, one was for past work at MIA (the remaining ten were for other U.S. airports). This form clearly

⁹ The OIG notes that the one AECOM project cited by Heery (project no. 5) is one of the 27 listed AECOM assignments at MIA. (See OIG Exhibit 1A.)

¹⁰ Our review of the aforementioned *Final Cost Report* also revealed that nowhere in this report is the name Heery International, Inc., listed as a North Terminal contractor/consultant.

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indicates that “AECOM Technical Services, Inc. (formerly DMJM Aviation, Inc.)” performed the listed project work at MIA. The listed project description reads *Implementation of the Capital Improvement Program*, and shows dates of service from 1992 to 2009. The project’s construction cost is shown as \$4.8 billion, and the compensation for services as \$77 million. Additionally, this form lists the names of former DMJM employees that are currently employed by AECOM and proposed staff assignments to the TOP, should AECOM be awarded the contract.

In addition, we interviewed AECOM officials, including one who was a former DMJM employee who is now an AECOM employee, about AECOM’s past legacy company experience. We also requested to be provided with supplemental information elaborating on the 27 MIA projects, as shown on page 4 of AECOM’s proposal. (See OIG Exhibit 1A, previously referenced.) The OIG was provided with a spreadsheet identifying the name of the legacy firm, the date the legacy firm was acquired by AECOM, a contract number, the function performed (design, PM, or planning), and whether the firm served as a prime or subconsultant. (OIG Exhibit 1B)

In summary, we believe that an informed reading of AECOM’s written proposal will find it to be properly completed showing relevant work experiences. AECOM’s inclusion of past projects completed by its acquired firms is no different from Heery’s inclusion of work performed by its S&G. Moreover, both firms’ circumstances are properly disclosed on their respective *ISD Form No. 11s*.

FINAL OBSERVATION & CONCLUSION

This is not first time that the OIG has received a complaint from a proposer asking us to investigate representations made regarding the qualifications of another proposer’s team members and firm qualifications. We do not believe that proposers raising these issues in these 11th-hour petitions to the OIG is a sustainable solution. Going forward, the OIG believes that the County should reform its Architectural/Engineering competitive procurement processes, including its written proposal documentation requirements. The process could benefit from standardized forms, such as biographical templates, and questionnaire-driven responses, which would streamline the amount of information received and clarify the manner in which it is presented. The OIG welcomes the opportunity to share our ideas with all County stakeholders.

In conclusion, as to the first issue, the OIG determined that AECOM’s use of the term “architect” in its proposal and in certain team member resumes/work histories was potentially misleading as to their professional qualifications. However, what impact, if any, these circumstances may have had on CSC member proposal evaluations and rankings is speculative. Whether such usage is violative of Florida Statutes is an issue to be raised with the Florida State Department of Business and Professional Regulation (DBPR), and ultimately decided by the courts. Notwithstanding both AECOM and Perez

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& Perez (its subconsultant) are County-certified firms, and both firms are approved to provide the required services needed to perform the work required by the NTPC-specified Technical Certification Categories for the subject project, regardless of the status of the three named individuals.

As to the second issue, the OIG has determined that AECOM did have the questioned North Terminal Development project experience that it claimed in its proposal, as well as a substantial amount of other related project experience at Miami International Airport (MIA). We note that AECOM obtained its experience through mergers and acquisitions of other consultant/engineering/construction firms. AECOM's assumption of legacy company work is an acceptable, common industry practice, and a practice that Heery uses in its own proposal.

* * * * *

Miami-Dade County

Office of the Inspector General



OIG Final Report

Appendix A

AECOM Technical Services, Inc. Response

**Contract Oversight Review of
Miami International Airport's Terminal Optimization Program
*NTPC A16-MDAD-02 – Program Support Services***

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MDC-OFFICE OF THE
INSPECTOR GENERAL

2018 FEB 21 PM 4:31

Albert E. Dotson, Jr.
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February 21, 2018

Via Hand Delivery

Mary T. Cagle
Office of the Inspector General
601 NW 1st Ct., 22nd Floor
Miami, FL 33136

**Re: Response to Draft Contract Oversight Review Report
NTPC No. A16-MDAD-02 (TOP)**

Dear Ms. Cagle:

Thank you for the opportunity to respond to your Draft Oversight Review Report. Of course, we take no issue with your conclusion that nothing in your review of the issues raised by the second-ranked firm, Heery International, Inc., "necessitates any alteration in the course that ISD is taking with respect to this procurement." However, we do wish to very briefly provide additional facts and context that further support your conclusion that the County may proceed with awarding the contract to AECOM.

We have little to add to your analysis of Heery's false claim that AECOM does not possess the firm experience claimed in its proposal. As you correctly concluded in your report, "AECOM did have the questioned North Terminal Development experience claimed in its proposal, as well as a substantial amount of other related project experience at [MIA]." In response to this claim, AECOM provided you with information on the various contract numbers and task orders, as well as the name of the legacy company since absorbed into AECOM that performed the work, and the date that company was acquired. Your draft report also reveals that Heery itself relied on prior mergers and acquisitions for its own experience at MIA.

With respect to Heery's second claim, that AECOM misrepresented the qualifications of three of the 91 individuals included in its proposal, we believe that some additional facts can further support your findings in favor of upholding the evaluation process. We have nothing to add to your threshold finding, that AECOM in fact holds the only architectural technical certifications that were required by the NTPC, and that the premise of Heery's accusation is therefore flawed. Thus, we agree wholeheartedly with your conclusion that those individuals' "not being licensed in Florida has no impact whatsoever on AECOM's ability, or its subconsultant's ability, to provide the requested services, in full compliance with the NTPC and County requirements."

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However, we do wish to further emphasize that AECOM did not misrepresent the qualifications of the individuals in question. As stated in your report, AECOM did not represent that they were licensed architects in Florida. However, AECOM also provided you with information substantiating the credentials actually claimed in the proposal. With respect to Mr. Mas, we provided you with a copy of his Bachelor of Architecture diploma from the University of Miami and the record reflecting his licensure status with the state. With respect to Mr. Casselman, we provided you with his AIA profile and membership status, and his records from the National Architectural Accrediting Board, which reflect his architectural experience. We have since obtained copies of his Master of Science in Architecture diploma from the New School of Architecture and Design and of his AIA Associate membership certificate. With respect to Ms. McCudden, we were not able to provide you with any information prior to the release of your draft report, but we have since obtained a copy of her educational records from the Universidad Rafael Landívar that reflect her architectural licensure in Guatemala.

Finally, we agree with your conclusion that the legality of the use of the term "architect" with respect to an individual not licensed by the State of Florida is not relevant to the procurement process. Significantly, Heery also used the term "architect" in its own proposal to describe individuals not licensed by the State of Florida. In any event, we believe that, under the circumstances, AECOM's use of the term was not misleading and did not violate the Florida Statutes.

We hope that this additional information and context is helpful. Should you require copies of any of the documents referenced above, please do not hesitate to contact me.

Sincerely,



Albert E. Dotson, Jr.

cc: Patra Liu, Esq.