

**AMENDMENT  
TO  
AGREEMENT FOR OPEN END SERVICES FOR  
PROGRAM MANAGEMENT SERVICES**

**BETWEEN  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
AND  
URS CORPORATION SOUTHERN**

This First Amendment to the Program Management Services Agreement by and between The School Board of Broward County, Florida (“**Owner**”) and URS Corporation Southern (“**Program Manager**”) dated January 22, 2014 (the “**Agreement**”), is hereby entered into this 21st day of January, 2015.

WHEREAS, the Owner and Program Manager acknowledge and agree that the Agreement between Owner and Program Manager dated the January 22, 2014, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, the Owner and Program Manager desire to renew the Agreement for one additional, one-year term, including the expenditure of additional fees not to exceed \$1,750,369; and

WHEREAS, the Owner and Program Manager desire to amend the definition of “Owner” in the Agreement to clarify that the Owner's Representative is the entity that both approves and assigns increments of Work to the Program Manager via Authorizations to Proceed; and

WHEREAS, the Owner and Program Manager desire to amend the Labor Classification and Labor Rates referenced in the Agreement to align with a focus on Project Management, more accurately reflect the responsibilities of the Team, and to accurately represent rates for those individual companies providing services and staff; and

WHEREAS, the Owner and Program Manager desire to establish measurable criteria to evaluate the performance of the Program Manager via Performance Metrics.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. The recitals contained herein are true and correct, and are incorporated herein by reference.
2. The term of the Agreement is hereby renewed and extended for one (1) additional, one-year period, including the expenditure of additional fees not to exceed \$1,750,369.
3. The definition of “Owner” as set forth in Article 1.1.2 of the Agreement is hereby modified as follows:

Owner - The School Board of Broward County, Florida ("SBBC" and/or "Board"), ~~The School Board of Broward County, Florida, through its Board, which is the entity authorized to~~ **is the entity which** approves all ATPs under this Agreement, Agreements, changes in the Scope of Work, change orders, fees, ~~Final~~ **Acceptance of the projects, and final payment and release of retainage.**

4. Article 2.5 of the Agreement is hereby modified as follows:

On a monthly basis, or as otherwise required by Owner, the Program Manager and such other Program Manager officers and senior staff as may be designated by Owner, shall meet with the Superintendent, or the Superintendent's Designee, and senior staff to discuss and review the status of the Project and/or pending Authorizations to Proceed and Program Manager's performance under this Agreement. Program Manager shall prepare and provide Owner with monthly status reports throughout all Phases of each project and the overall Program. **The Program Manager's performance shall be determined by the Owner, in part, based upon the "URS Performance Metrics" below:**

METRIC DESCRIPTION	PERFORMANCE MEASUREMENT (QUARTERLY)	PROGRAM	ACHIEVED (Y/N)
		WEIGHTED AVERAGE	
School Satisfaction	> 4 with 5 being the highest score	30%	
Authorization to Bid Date Versus Notice of Contract Award Date	< 2 weeks variance	20%	
Substantial Completion Date, Actual Versus Date established in the Projects Schedule	< 2 weeks variance	20%	
Change Order Value of	< 5%	15%	
Project Cost Versus Budget	Plus or Minus 5%	15%	

5. Article 4.4 of the Agreement is hereby modified as follows:

Owner shall evaluate the Program Manager's performance annually, and at any other such time that Owner determines, in its sole discretion, evaluation is necessary. Such evaluations may be used in connection with the Owner's considerations for renewal of this Agreement as deemed appropriate by Owner. **The Program Manager's performance shall be determined by the Owner, in part, based upon the "URS Performance Metrics" set forth in Article 2.5.**

6. The tables set forth both in Article 5.3.1 and Attachment 5 of the Agreement are deleted and replaced in their entirety with the following:

Labor Classification	Base Rate	Burden Factors				OH/P	Total
		Taxes	W/C	Insurance	Retirement	%	
Executive Program Manager	\$76.68	11.200%	0.980%	10.400%	2.420%	45.60%	\$139.56
Senior Project Manager	\$66.88	11.200%	0.980%	10.400%	2.420%	45.60%	\$121.72
Project Controls Manager	\$49.41	11.200%	0.980%	10.400%	2.420%	45.60%	\$89.93
Project Manager	\$56.12	11.200%	0.980%	10.400%	2.420%	45.60%	\$102.14
Project Manager (Sub-Consultant)	\$49.41	11.200%	0.980%	10.400%	2.420%	45.60%	\$89.93
Project Manager (Sub-Consultant)	\$46.96	11.200%	0.980%	10.400%	2.420%	45.60%	\$85.47
Project Manager (Sub-Consultant)	\$42.06	11.200%	0.980%	10.400%	2.420%	45.60%	\$76.54
Project Manager (Sub-Consultant)	\$45.64	11.200%	0.980%	10.400%	2.420%	45.60%	\$83.07
Project Manager/Architect (Sub-Consultant)	\$52.89	11.200%	0.980%	10.400%	2.420%	45.60%	\$96.26
Project Manager Assistant (Sub-Consultant)	\$39.59	11.200%	0.980%	10.400%	2.420%	45.60%	\$72.05

7. Attachment 5 of the Agreement is hereby modified as follows:

The Principal in Charge of the contract for the Program Manager is **J. Larry Sauls** ~~Davin Ruohomaki~~, Vice President.

The list of project team members, titles, and Not-to-Exceed Hourly Rates for ~~this project~~ is presented below:

NOTE: Inserted language is indicated as **bold, underlined text**, and deleted language is indicated as ~~stricken text~~.

8. Execution in Counterparts. This Amendment may be signed in counterparts, of which together constitute one Amendment. Facsimile signatures shall be permitted and binding.

Authority:

Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First.

IN WITNESS THEREOF, the parties hereto, The School Board of Broward County, Florida (Owner) and URS Corporation Southern have caused this First Amendment to be executed and their Corporate Seals affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

**For THE SCHOOL BOARD**

(SEAL)

**ATTEST THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA**

\_\_\_\_\_  
Superintendent of Schools  
Robert W. Runcie

\_\_\_\_\_  
Chair  
Donna P. Korn

Approved as to Form and Legal Content:

\_\_\_\_\_

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**For URS CORPORATION SOUTHERN**

**ATTEST  
URS CORPORATION SOUTHERN**

\_\_\_\_\_  
J. Larry Sauls, Vice President

\_\_\_\_\_  
William McDaniel, Vice President

SEAL

**ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME this \_\_\_\_ day of January, 2015, appeared David Ruohomaki and William McDaniel of URS CORPORATION SOUTHERN, on behalf of the corporation or agency, personally known to me to be the persons described in and who executed the foregoing Amendment and acknowledge that they executed the same as their free acts and deeds for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this \_\_\_\_ day of January, 2015.

Notary Public State of Florida

My commission expires: