

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

Robert W. Runcie
Superintendent Of Schools

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January 20, 2015

TO: School Board Members

FROM: Derek Messier
Chief Facilities Officer

VIA: Robert W. Runcie
Superintendent of Schools

SUBJECT: **AMENDMENT TO AGENDA ITEM JJ-3, AMENDMENT AND RENEWAL OF PROGRAM MANAGEMENT SERVICES AGREEMENT – URS CORPORATION SOUTHERN, FOR THE JANUARY 21, 2015, REGULAR SCHOOL BOARD MEETING**

Please amend Agenda Item JJ-3, Amendment and Renewal of Program Management Services Agreement – URS Corporation Southern, for the January 21, 2015, Regular School Board Meeting, to reflect the following:

- Replace Exhibit 3 with the attached Amendment.

RWR/DM/SNM:ma
Attachment

c: Senior Leadership Team

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 in an effort to assist the Owner in evaluating the general 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 Owner endeavors to evaluate the Program Manager's general performance, 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%	

The Owner acknowledges and agrees that achievement of many of the "URS Performance Metrics" are controlled by the Owner or third parties not under the control of the Program Manager, and that the Program Manager does not warrant or guaranty that the "URS Performance Metrics" will be achieved. The "URS Performance Metrics" do not affect the generally accepted standard of care applicable to the Program Manager's Work, but seek to provide the Owner and Program Manager with general metrics that may be utilized to identify potential areas for discussion. The "URS Performance Metrics" shall not: 1) give rise to a duty or responsibility of the Program Manager for site safety, construction means, methods or techniques, sequences or procedures; or 2) give the Program Manager

authority to exercise control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

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. 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~~.

7. 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

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:

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:

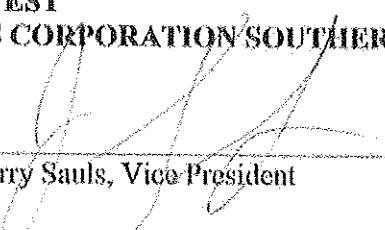


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For URS CORPORATION SOUTHERN

ATTEST
URS CORPORATION SOUTHERN



J. Larry Sauls, Vice President



William McDaniel, Vice President

SEAL

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME this 20 day of January, 2015, appeared J. Larry Sauls 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 20 day of January, 2015.

Notary Public State of Florida

My commission expires:

