

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between

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

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

### **ATKINS NORTH AMERICA, INC.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
4030 West Boy Scout Boulevard, Suite 700  
Tampa, Florida 33607

**WHEREAS**, SBBC issued a Request for proposal identified as RFP 15-114C – Cost and Program Control Services dated April 13, 2015 and amended by Addendum No. 6, dated May 14, 2015, Addendum No. 5, dated May 15, 2015, Addendum No. 4, dated April 28, 2015, Addendum No. 3, dated April 22, 2015, Addendum No. 2 dated April 22, 2015 and Addendum No. 1, dated April 14, 2015 herein referred to as "RFP" all of which are incorporated by reference as if fully set forth herein for the purpose of receiving proposals for Cost and Program Control Services; and

**WHEREAS**, VENDOR offered a proposal dated May 8, 2015 (hereinafter referred to as "Proposal" which is incorporated by reference as if fully set forth herein) in response to this RFP; and

**WHEREAS**, VENDOR shall provide Cost and Program Control Services as more fully described in the Scope of Services of the RFP.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **September 17, 2015 and conclude on September 16, 2018**. The term of the contract may, at the sole discretion of SBBC along with the agreement of VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 6, then;
- Third: Addendum No. 5, then;
- Fourth: Addendum No. 4, then;
- Fifth: Addendum No. 3, then;
- Sixth: Addendum No. 2, then;
- Seventh: Addendum No. 1, then;
- Eighth: RFP 15-114C – Cost and Program Control Services
- Ninth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement and Fee Schedule on a time and material basis with a not to exceed amount of \$6,456,073 for the first three years of the contract. If SBBC and VENDOR desire to renew this contract for one or two additional years beyond the original term, the Fee Schedule for years four and five may be re-negotiated with VENDOR. If there is no negotiation regarding the Fee Schedule, the Fees Schedule for years four and five shall remain the same as presented in **Attachments A, B and C**. Fee Schedule is defined as the maximum rate per hour or task for which services can be billed to SBBC. These listed fees are full compensation for VENDOR's direct personnel expenses, mandatory and customary contribution, overhead costs, project costs and profit. For all services rendered, the VENDOR will be paid upon actual hourly or salaried rates paid by the VENDOR, times the actual hours worked, times a fixed multiplier of 2.52. As payments for services are based upon actual salaries paid, SBBC shall not be billed for hours worked for salaried employees in excess of forty (40) hours per week. The VENDOR shall obtain prior approval, by SBBC, for all materials and reimbursables. All SBBC approved materials and reimbursables will be paid by SBBC at actual costs as a pass through expense. **Attachments A, B and C** are only a reference document used for the estimate of the not to exceed amount. VENDOR shall obtain prior approval of any and all staff, including their hourly rate selected for commissioning services.

2.04 **Billing Instructions and Payment.** VENDOR shall be required to bill on not less than a monthly basis, and in no event shall VENDOR submit an invoice for services and costs more than ninety (90) days after the services and/or costs occurred, otherwise such services and costs shall not be considered by SBBC and same services and costs are admitted by the VENDOR as waived and not due to the VENDOR. All costs shall be reasonable and subject to SBBC's approval.

Additionally, VENDOR shall timely, on a monthly basis, provide SBBC with a written three (3) month look ahead document which, among other things, lists the staffing plan (including the staff rates and other fees) for the three (3) months following the date of the three (3) month plan, and the month prior to the date of the three (3) month plan. SBBC, at its sole discretion shall approve the monthly written three (3) month look ahead document prior to its implementation.

2.05 **Services:** VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.06 **M/WBE Participation.** VENDOR shall provide for M/WBE participation during its performance of services under this contract by using CMS – Construction Management Services, Inc. (40%) and Absolute Civil Engineering Solutions, LLC (5%) as set forth in VENDOR's proposal and **Attachment E**.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to the debarment and any other remedy available for any breaches to this Agreement.

2.07 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:



To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Procurement and Warehousing  
The School Board of Broward County, Florida  
7720 West Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351

Chief Facilities Officer  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: David J. Carter  
Senior Vice President/Senior Practice Director  
Atkins North America  
4030 West Boy Scout Boulevard, Suite 700  
Tampa, Florida 33607

2.09 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By **VENDOR**: **VENDOR** agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by **VENDOR**, its agents, servants or employees; the equipment of **VENDOR**, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of **VENDOR** or the negligence of **VENDOR's** agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by **VENDOR**, SBBC or otherwise.

2.11 **Insurance.** Professional Liability (Errors and Omissions): The **VENDOR** shall procure a Professional Liability Insurance Policy with coverage of not less than Five Million (\$5,000,000) Dollars and a deductible, to be paid by **VENDOR**, of not more than Fifty Thousand (\$50,000) Dollars, providing for all sums which the **VENDOR** shall be legally obligated to pay as damages for claims arising out of or relating to the Work performed by the **VENDOR** or any person employed or acting on the **VENDOR's** behalf, but not limited to Subconsultants/Subcontractors, in connection with this Agreement. The insurance policy, or a policy with the same terms and conditions, shall remain in full force and effect during the project and for a period of time terminating three (3) years after final completion of the project. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may authorize the **VENDOR** to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage, including but not limited to deductible amounts, based upon the scope of the Project. Notwithstanding any provision in this Agreement, nothing in this Agreement shall be construed as a limitation of the **VENDOR's** liability to SBBC.

**Worker's Compensation Insurance.** The **VENDOR** shall maintain Worker's Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

**Commercial General Liability Insurance.** The **VENDOR** shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$1,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. **The School Board of Broward County must be named as an Additional Insured on the Certificate along with the RFP Number.**

**Automobile Liability Insurance.** The **VENDOR** shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01. In the event the **VENDOR** does not own any vehicles, **VENDOR** shall obtain hired and non-owned coverage for \$1,000,000 Combined Single Limits and provide an affidavit signed by the **VENDOR** indicating the following:

(Insured) does not own any vehicles. In the event we acquire any vehicles throughout the term of this Agreement, Insured agrees to provide of "Any Auto" coverage effective date of acquisition.

**Certificate of Insurance Requirements.** Prior to the commencement of any Work, as evidence of required coverage, VENDOR must provide a Certificate of Insurance to The School Board of Broward County, Florida's Risk Management Department for approval. **Certificates must be faxed to the School Board of Broward County's Certificate Tracking System at 1-866-897-0425.**

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured. The endorsement # is \_\_\_\_\_.

All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

Contractual liability is included in the General Liability policy.

2.12 **Nonconformance to Contract Conditions.** Services offered must be in compliance with RFP conditions and specifications and any resulting Agreement at all times. Service(s) not conforming to RFP conditions, specifications or time frames will have a written nonconformance letter sent to the vendor to provide an opportunity to remedy the nonconformance. Failure of the VENDOR to remedy the nonconformance, within thirty (30) days from receipt of notification, shall result in termination of contract. Additionally, for a period of two (2) years, any RFP submitted by VENDOR will not be considered or recommended for award, as such, all departments being advised not to do business with VENDOR.

2.13 **Travel.** Local travel will be billed as a reimbursable expense in accordance with the current or updated School Board Policy 3400 and any other relevant School Board Policies. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

PLEASE BE ADVISED THAT SCHOOL BOARD POLICY 3400, UNDER THE "**ALL TRAVEL**" SECTION PARAGRAPH 2 STATES "NEITHER SUBSISTENCE NOR PER DIEM SHALL BE ALLOWED FOR ANY CLASS OF TRAVEL **IN BROWARD COUNTY** EXCEPT FOR AUTHORIZED BUSINESS OR WORKSHOPS OCCURING BEFORE 6:00 A.M. OR EXTENDING BEYOND 8:00 PM." Additionally, the travel requires prior approval.

2.14 **Working Environment.** SBBC will provide a functional working environment within an existing school to include, but not limited to, office space, office furniture and appliances, housekeeping, internet service and office network cabling, utilities, use of SBBC's email service, server(s) for file storage, office supplies, and in-house printing, copying, plotting and fax equipment services. VENDOR shall supply VENDOR shall obtain prior approval from SBBC for any additional goods or services required for the working environment.

2.15 **Copyright Indemnification.** SBBC agrees to notify VENDOR promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the Services or VENDOR Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). VENDOR shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. VENDOR's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with VENDOR in the defense of such Infringement Claims.

2.16 **Software.** VENDOR shall utilize and provide SBBC staff and other subcontractors with unlimited access to a Construction Management Software called e-Builder® for SBBC projects for the full term of this Agreement, as well as any optional time periods. The cost for the e-Builder® shall be reimbursable cost as outlined in the fee schedule attached and incorporated as **Attachment D** and pricing shall be firm for the term of the contract. VENDOR shall appropriately and timely enter into a contract with e-Builder, Inc. to effectuate the use of this software in the way and for the time period described above. VENDOR shall provide SBBC with a copy of the fully executed contract between VENDOR and e-Builder, Inc. within five (5) business days of the date of the full execution of the same contract. VENDOR shall make sure SBBC does not have interrupted service from e-Builder, Inc. VENDOR shall not replace the use of e-Builder® software without prior approval of SBBC. If the relationship with e-Builder, Inc. is severed or the company goes out of business, during the term of this Agreement, VENDOR shall find a comparable replacement software.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate. VENDOR will be compensated for services performed up to the date of termination and be reimbursed for any and all reimbursable expenses allowed under the Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A, B, C, D and E** are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

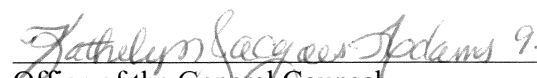
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

  
Office of the General Counsel 9-1-15





**FOR VENDOR**

**ATKINS NORTH AMERICA, INC.**

ATTEST:

*Rene de los Rios*

Rene de los Rios, Secretary  
Assistant -or- Secretary

By

*David J. Carter*

David J. Carter  
Senior Vice President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 28th day of  
August, 2015 by David J. Carter of  
Atkins North America, Inc. \_\_\_\_\_  
Name of Person  
\_\_\_\_\_, on behalf of the corporation/agency.

\_\_\_\_\_  
Name of Corporation or Agency

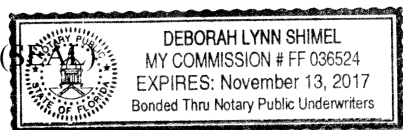
He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

*Deborah Lynn Shimel*  
\_\_\_\_\_  
Signature – Notary Public

Deborah Lynn Shimel

\_\_\_\_\_  
Printed Name of Notary



\_\_\_\_\_  
Notary's Commission No.

School Board of Broward County

ATTACHMENT A



RFP-15-114C Program Manager - Cost and Program Controls Services

6.4.4 Cost Proposal - Fee Schedule  
NOT TO EXCEED TOTALS

No.	Position(s)	Company	Base Contract (Years 1 - 3)			TOTAL BASE CONTRACT (YEARS 1-3)
			1st year cost	2nd year cost	3rd year cost	
1	Principal in Charge/Program Advisor	Atkins/CMS	\$42,840	\$25,704	\$25,704	\$94,248
2	CPCM Lead (Adrian Viera)	Atkins	\$327,600	\$327,600	\$327,600	\$982,800
3	Cost Estimating Lead/OR Coordinator (Dan Jeffries)	CMS	\$190,915	\$190,915	\$190,915	\$572,746
4	Scheduling Lead/OR Coordinator (George Suarez)	Atkins	\$252,000	\$252,000	\$252,000	\$756,000
5	Cost Estimator (Ramesh Talwar)	CMS	\$219,542	\$219,542	\$219,542	\$658,627
6	Cost Estimator / Scheduler (Zadah McKenzie)	CMS	\$143,186	\$143,186	\$143,186	\$429,559
7	Sr. Scheduler / Systems Reporting	CMS	\$190,915	\$190,915	\$190,915	\$572,746
8	Senior Software Developer (Jim Bernstein)	Atkins	\$277,200	\$277,200	\$277,200	\$831,600
9	Systems Support	Atkins	\$193,520	\$95,760	\$47,880	\$335,160
10	Program Administrative Support	ACES	\$100,800	\$100,800	\$100,800	\$302,400
11	Building Envelope/Systems Support (Charles Richter)	ACES	\$5,670	\$5,670	\$5,670	\$17,010
12	Risk Management (Senior Staff)	Atkins	\$42,840	\$34,272	\$17,136	\$94,248
13	Market Analysis (Senior Staff)	Atkins	\$22,680	\$15,120	\$15,120	\$52,920
14	Value Engineering (Certified Value Specialist)	Atkins	\$64,260	\$42,840	\$25,704	\$132,804
15	Value Engineering Support	Atkins	\$30,240	\$18,144	\$9,072	\$57,456
16	Risk Management and Market Analysis Support	Atkins	\$15,876	\$10,584	\$7,056	\$33,516
17	BCPS Student Internship Program (TBD)	BCPS/CMS	\$20,286	\$20,286	\$20,286	\$60,858
			\$2,138,371	\$1,970,539	\$1,875,787	\$5,984,698
<b>Reimbursable Expenses: (badging, reproduction, pre approved travel / lodging (e.g. for VE study), pre-approved special software, etc.)</b>			<b>SUBTOTAL BASE CONTRACT (YEARS 1-3)</b>			<b>\$5,984,698</b>
			<b>TOTAL BASE NOT TO EXCEED AMOUNT</b>			<b>\$54,000</b>

			Contract Option Years (4 - 5)		TOTAL OPTION CONTRACT (YEARS 4-5)
			4th year cost	5th year cost	
			\$25,704	\$25,704	\$51,408
			\$327,600	\$327,600	\$655,200
			\$190,915	\$190,915	\$381,830
			\$252,000	\$252,000	\$504,000
			\$109,771	\$54,886	\$164,657
			\$71,593	\$35,797	\$107,390
			\$95,458	\$47,729	\$143,186
			\$277,200	\$138,600	\$415,800
			\$47,880	\$0	\$47,880
			\$100,800	\$100,800	\$201,600
			\$5,670	\$5,670	\$11,340
			\$17,136	\$17,136	\$34,272
			\$15,120	\$15,120	\$30,240
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$7,056	\$7,056	\$14,112
			\$20,286	\$20,286	\$40,572
			\$1,564,189	\$1,239,298	\$2,803,487
<b>SUBTOTAL OPTION (YEARS 4-5)</b>					<b>\$2,803,487</b>
			<b>TOTAL OPTION NOT TO EXCEED AMOUNT</b>		<b>\$18,000</b>
					<b>\$2,821,487</b>

**Cost Proposal Assumptions**

Team staff will be supplied with Atkins (and subconsultants) provided computers and cell phone with industry standard scheduling and cost estimating software  
 Fee excludes lease and furniture costs, assumes SBBC will provide office space and furniture  
 CMS staff will be housed in CMS offices in Broward County, and will be at all needed meetings and coordination required at District Offices (at no additional cost to the District)  
 Free on-site parking provided by SBBC for staff located at SBBC offices  
 Option Years 4 and 5, personnel rates may be negotiated

School Board of Broward County

ATTACHMENT B

RFP-15-114C Program Manager - Cost and Program Controls Services

6.4.4 Cost Proposal - Fee Schedule

CONTRACT BASE (YEARS 1-3) NOT TO EXCEED TOTALS

ATKINS

No.	Position(s)	Scope Assignments	Contract Multiplier:		Years 1-3 Hourly Rate	Years 1-3 Billing Rate	Hours Year 1	1st Year Cost	Hours Year 2	2nd Year Cost	Hours Year 3	3rd Year Cost	TOTAL HOURS	TOTAL BASE CONTRACT (YEARS 1-3)
			Company	Multiplier										
1	Principal in Charge/Program Advisor	Support to CPCM Lead; providing resources; response to any issues; support to Processes and Procedures	Atkins/CMS	Office	\$85.00	\$214.20	200	\$42,840	120	\$25,704	120	\$25,704	440	\$94,248
2	CPCM Lead (Adrian Vera)	Direct contact with District; Coordination and Team Leadership; Coordination with Owner's Representatives; Capital Planning Support	Atkins	Field	\$65.00	\$163.80	2000	\$327,600	2000	\$327,600	2000	\$327,600	6000	\$982,800
3	Cost Estimating Lead/OR Coordinator (Dan Jeffries)	Liaison with Owner's Rep.; Budgeting and Cost Control; Cost Estimating; Cash Flow and Funding Source Mgmt Support	CMS	Field	\$37.88	\$95.46	2000	\$190,915	2000	\$190,915	2000	\$190,915	6000	\$572,746
4	Scheduling Lead/OR Coordinator (George Suarez)	Liaison with Owner's Rep.; Schedule Controls; Cash Flow and Funding Source Mgmt	Atkins	Field	\$50.00	\$126.00	2000	\$252,000	2000	\$252,000	2000	\$252,000	6000	\$756,000
5	Cost Estimator (Ramesh Talwar)	Cost Estimating; Change Management	CMS	Field	\$43.56	\$109.77	2000	\$219,542	2000	\$219,542	2000	\$219,542	6000	\$658,627
6	Cost Estimator / Scheduler (Zaidah McKenzie)	Budget and Cost Control Process; Cost Estimating	CMS	Field	\$28.41	\$71.59	2000	\$143,186	2000	\$143,186	2000	\$143,186	6000	\$429,559
7	Sr. Scheduler / Systems Reporting	Schedule Controls; Cash Flow support; Performance Evaluation; Capital Planning; Knowledge Management; Program and Project Reporting	CMS	Field	\$37.88	\$95.46	2000	\$190,915	2000	\$190,915	2000	\$190,915	6000	\$572,746
8	Senior Software Developer (Jim Bernstein)	Knowledge Management; Program and Project Reporting; Support to all other technology and systems elements of the scope	Atkins	Field	\$55.00	\$138.60	2000	\$277,200	2000	\$277,200	2000	\$277,200	6000	\$831,600
9	Systems Support	Knowledge Management; Program and Project Reporting; Support to all other technology and systems elements of the scope, including SAS	Atkins	Field	\$38.00	\$95.76	2000	\$191,520	1000	\$95,760	500	\$47,880	3500	\$335,160
10	Program Administrative Support	Document Control; Program Support	ACES	Field	\$20.00	\$50.40	2000	\$100,800	2000	\$100,800	2000	\$100,800	6000	\$302,400
11	Building Envelope/Systems Support (Charles Richter)	Support to Cost Estimating; Change Management and other elements of the program that require specific expertise	ACES	Office	\$22.50	\$56.70	100	\$5,670	100	\$5,670	100	\$5,670	300	\$17,010
12	Risk Management (Senior Staff)	Evaluation and recommendation of delivery methods, cost and schedule risks, mitigation support; claims avoidance support	Atkins	Office	\$85.00	\$214.20	200	\$42,840	160	\$34,272	80	\$17,136	440	\$94,248
13	Market Analysis (Senior Staff)	Analysis and reporting on current market information	Atkins	Office	\$75.00	\$189.00	120	\$22,680	80	\$15,120	80	\$15,120	280	\$52,920
14	Value Engineering (Certified Value Specialist)	Perform at least 2 full VE studies in the initial year, and follow-up review in years 2 and 3	Atkins	Office	\$85.00	\$214.20	300	\$64,260	200	\$42,840	120	\$25,704	620	\$132,804
15	Value Engineering Support	Discipline Engineers support to VE studies based on need for expert participation	Atkins	Office	\$60.00	\$151.20	200	\$30,240	120	\$18,144	60	\$9,072	380	\$57,456
16	Risk Management and Market Analysis Support	Research, data collection, reporting	Atkins	Office	\$35.00	\$88.20	180	\$15,876	120	\$10,584	80	\$7,056	380	\$33,516
17	BCPS Student Internship Program (TBD)	General program support; including document management	BCPS/CMS	Field	\$8.05	\$20.29	1000	\$20,286	1000	\$20,286	1000	\$20,286	3000	\$60,858
					20,300	\$2,138,371	18,900	\$1,970,539	18,140	\$1,875,787	57,340	\$5,984,698		\$5,984,698
					SUBTOTAL BASE CONTRACT (YEARS 1-3)			SUBTOTAL BASE CONTRACT (YEARS 1-3)						
					Cost/mo.			No. of Months			No. of Years (Base)			
					\$1,500.00			12			3			
											TOTAL BASE NOT TO EXCEED AMOUNT			
Reimbursable Expenses:														
Reimbursable Expenses: (bidding, reproduction, pre approved travel / lodging (e.g. for VE study), pre-approved special software, etc.)														

Cost Proposal Assumptions

Team staff will be supplied with Atkins (and subconsultants) provided computers and cell phone with industry standard scheduling and cost estimating software  
 Fee excludes lease and furniture costs, assumes SBBC will provide office space and furniture  
 CMS staff will be housed in CMS offices in Broward County, and will be at all needed meetings and coordination required at District Offices (at no additional cost to the District.  
 Free on-site parking provided by SBBC for staff located at SBBC offices  
 Option Years 4 and 5, personnel rates may be negotiated

School Board of Broward County

ATTACHMENT C

RFP-15-114C Program Manager - Cost and Program Controls Services

6.4.4 Cost Proposal - Fee Schedule

CONTRACT OPTION (YEARS 4-5) NOT TO EXCEED TOTALS

ATKINS

No.	Position(s)	Scope Assignments	Contract Multiplier:		Assumed Office Location	Contract Option Years (4 - 5)					TOTAL OPTION CONTRACT (YEARS 4-5)			
			Company	Multiplier		Years 4-5 Hourly Rate	Years 4-5 Billing Rate	Hours Year 4	4th Year Cost	Hours Year 5		5th Year Cost	TOTAL HOURS	
1	Principal in Charge/Program Advisor	Support to CPCM Lead; providing resources; response to any issues; support to Processes and Procedures	Atkins/CMS	Office	Home Office	\$85.00	\$214.20	120	\$25,704	120	\$25,704	240	\$51,408	
2	CPCM Lead (Adrian Viera)	Direct contact with District; Coordination and Team Leadership; Coordination with Owner's Representatives; Capital Planning Support	Atkins	Field	SBBC	\$65.00	\$163.80	2000	\$327,600	2000	\$327,600	4000	\$655,200	
3	Cost Estimating Lead/OR Coordinator (Dan Jeffries)	Liaison with Owner's Rep.; Budgeting and Cost Control; Cost Estimating; Cash Flow and Funding Source Mgmt Support	CMS	Field	CMS	\$37.88	\$95.46	2000	\$190,915	2000	\$190,915	4000	\$381,830	
4	Scheduling Lead/OR Coordinator (Ramesh Talwar)	Liaison with Owner's Rep.; Schedule Controls; Cash Flow and Funding Source Mgmt	Atkins	Field	SBBC	\$50.00	\$126.00	2000	\$252,000	2000	\$252,000	4000	\$504,000	
5	Cost Estimator (Ramesh Talwar)	Cost Estimating; Change Management	CMS	Field	CMS	\$43.56	\$109.77	1000	\$109,771	500	\$54,886	1500	\$164,657	
6	Cost Estimator / Scheduler (Zadash McKenzie)	Budget and Cost Control Process; Cost Estimating	CMS	Field	CMS	\$28.41	\$71.59	1000	\$71,593	500	\$35,797	1500	\$107,390	
7	Sr. Scheduler / Systems Reporting	Schedule Controls; Cash Flow support; Performance Evaluation; Capital Planning; Knowledge Management; Program and Project Reporting	CMS	Field	SBBC	\$37.88	\$95.46	1000	\$95,458	500	\$47,729	1500	\$143,186	
8	Senior Software Developer (Jim Bernstein)	Knowledge Management; Program and Project Reporting; Support to all other technology and systems elements of the scope	Atkins	Field	SBBC	\$55.00	\$138.60	2000	\$277,200	1000	\$138,600	3000	\$415,800	
9	Systems Support	Knowledge Management; Program and Project Reporting; Support to all other technology and systems elements of the scope, including SAS	Atkins	Field	SBBC	\$38.00	\$95.76	500	\$47,880	0	\$0	500	\$47,880	
10	Program Administrative Support	Document Control; Program Support	ACES	Field	SBBC	\$20.00	\$50.40	2000	\$100,800	2000	\$100,800	4000	\$201,600	
11	Building Envelope/Systems Support (Charles Richter)	Support to Cost Estimating; Change Management and other elements of the program that require specific expertise	ACES	Office	ACES	\$22.50	\$56.70	100	\$5,670	100	\$5,670	200	\$11,340	
12	Risk Management (Senior Staff)	Evaluation and recommendation of delivery methods, cost and schedule risks, mitigation support; claims avoidance support	Atkins	Office	Home Office	\$85.00	\$214.20	80	\$17,136	80	\$17,136	160	\$34,272	
13	Market Analysis (Senior Staff)	Analysis and reporting on current market information	Atkins	Office	Home Office	\$75.00	\$189.00	80	\$15,120	80	\$15,120	160	\$30,240	
14	Value Engineering (Certified Value Specialist)	Perform at least 2 full VE studies in the initial year, and follow-up review in years 2 and 3	Atkins	Office	Home Office	\$85.00	\$214.20	0	\$0	0	\$0	0	\$0	
15	Value Engineering Support	Discipline Engineers support to VE studies based on need for expert participation	Atkins	Office	Home Office	\$60.00	\$151.20	0	\$0	0	\$0	0	\$0	
16	Risk Management and Market Analysis Support	Research, data collection, reporting	Atkins	Office	Home Office	\$35.00	\$88.20	80	\$7,056	80	\$7,056	160	\$14,112	
17	BCPS Student Internship Program (TBD)	General program support; including document management	BCPS/CMS	Field	SBBC	\$8.05	\$20.29	1000	\$20,286	1000	\$20,286	2000	\$40,572	
								14,960	\$1,564,189	11,960	\$1,239,298	26,920	\$2,803,487	
						SUBTOTAL OPTION (YEARS 4-5)								\$2,803,487
Reimbursable Expenses:						Cost/mo.		No. of Months		No. of Years (Option)				
Reimbursable Expenses: (badging, reproduction, pre approved travel / lodging (e.g. for VE study), pre-approved special software, etc.)						\$750.00		12		2		TOTAL OPTION NOT TO EXCEED AMOUNT \$2,821,487		

**ATKINS Summary from the following e-Builder proposal:**

**e-Builder OPTION 1 Pricing: Base Proposal Years 1-3 (Atkins Recommended)**

- 100-user licenses: \$969 per yearly license fee x 100 licenses x 3 years: \$290,700
- e-Builder Enterprise Implementation, Setup, Deployment & Training: \$126,675
- Total base implementation: \$417,375

**e-Builder OPTION 1 Pricing: Option Proposal Years 4-5 (\*license fee subject to be renegotiated):**

- Year 4: 100-user licenses: \$969\* per year license fee x 100: \$ 96,900
- Year 5: 100-user licenses: \$969\* per year license fee x 100: \$ 96,900
- Total base implementation: \$193,800

**e-Builder OPTION 2 Pricing: Base Proposal Years 1-3 (Optional pricing approach for consideration by SBBC; based on volume of \$76M to \$100M per year)**

- Unlimited Site License: \$149,760 per year x 3 years \$449,280
- e-Builder Enterprise Implementation, Setup, Deployment & Training: \$126,675
- Total base implementation: \$575,955

**e-Builder OPTION 2 Pricing: Option Proposal Years 4-5 (Optional pricing approach for consideration by SBBC; based on volume of \$76M to \$100M per year; \*license fee subject to be renegotiated)**

- Year 4: Unlimited Site License: \$149,760\* per year \$149,760
- Year 5: Unlimited Site License: \$149,760\* per year \$149,760
- Total base implementation: \$299,520

**e-Builder YEARLY Add-ons (For consideration by SBBC; \*fee subject to be renegotiated on Option Yrs.)**

- Quarterly enhancement training: \$17,970\*
- Enterprise Bidding Module: \$ 4,350\*
- Enterprise Planning Module: \$ 5,400\*

**Reasoning for Recommendation of e-Builder:**

- e-Builder has the SaaS system geared towards Owners managing large programs
- e-Builder has had successful implementations across the Country, and in South Florida
- Most A/E firms and contractors have worked with e-Builder
- e-Builder headquarter is local to Broward County

**Reasoning for recommendation of e-Builder 100 license package:**

Quotation for the cost per license below 100 was \$1,346 per user license; breaking point is approximately 75 licenses (anything over 75 user licenses makes it more cost effective to go with the 100 license price). Therefore, with the 100 licenses it provides SBBC with a much greater number of user licenses at a lower price per user. Additional licenses added beyond 100 will also be at the \$969 per license cost/year. Consideration of the unlimited license would only be recommended if there was high confidence that the number of user licenses would be above approximately 150.



## Investment Summary

The following details the investment summary for the **Annual Software Subscription** and the **One-Time Implementation & Development Services** for the e-Builder Enterprise™ system.

### Annual Software Subscription

Annual Item	Scope Variable	Annual Price
<b>(Option 1) Number of Users</b>	100	\$96,900
Cost Per User	\$969	
Suggested Retail Cost Per User	\$1,795	
Quarterly Enhancement Training (QET)		\$17,970
<b>(Option 2) Number of Users</b>	Unlimited Site License	\$149,760
Based On	Annual Capital Spend between \$76million-100million	
<b>Total Annual Subscription</b>		<b>\$114,870</b>

### One-Time Implementation & Development Services

Item	Scope Variable	Price
<b>e-Builder Enterprise Implementation, Setup, Deployment &amp; Training</b>	Per Implementation & Development Services Scope section below	\$126,675
<b>Total Implementation Services</b>		<b>\$126,675</b>

### Optional Items

Item	Price
<b>e-Builder Enterprise Bidding Module</b>	\$4,350
<b>e-Builder Enterprise Planning Module</b>	\$5,400

## Total e-Builder Enterprise Investment – Year 1

Item	Price
Total Annual Software Subscription	\$114,870
Total Implementation & Development Services	\$126,675
Total Optional Items	\$ 9,750
<b>Total Year 1 Investment</b>	<b>\$251,295</b>



### *Payment Terms*

- **Payment of the first (1st) year's license term** is due upon signing of this Order Form.
- **Payment for Professional & Development Services** (i.e., implementation) is as follows: fees for Professional Services shall be invoiced, and be due and payable, as follows: (i) fifty (50%) percent on the Effective Date hereof; (ii) twenty-five (25%) percent within sixty (60) days of the Effective Date; and (iii) twenty-five (25%) percent upon commencement of training on use of the SaaS Service.
- **Travel and Expenses** - Travel expenses and course material reproduction (if requested) are not included in the above investment. These expenses are billed as incurred as actuals.
- **Optional Item Pricing** - The pricing for the 'Optional Items' listed in this Order Form is valid only at the time of execution of this Order Form. The pricing of the 'Optional Items' after the original agreement of this Order Form is subject to change.

### *Annual Subscription Includes*

- Unlimited Projects
- Unlimited Document Storage
- 24x7 Technical Support
- Quarterly Enhancement/Upgrades
- Maintenance Releases

### *Unlimited User License*

The proposed annual subscription fees for unlimited e-Builder Enterprise Users is based on the Broward County School District's estimated average annual capital construction spending of \$150 million.

e-Builder reserves the right to adjust the fee accordingly to align with the Customer's actual average annual capital construction spending.

### *Quarterly Enhancement Training (QET)*

e-Builder will provide onsite training for each quarterly enhancement release. The QET provides 2-days of onsite training on new functionality and assistance with configuration and implementation of new functionality per quarter. This training ensures you are maximizing your ROI by taking advantage of the newest functionality and capabilities within e-Builder Enterprise.



## Implementation & Development Services Scope

Phase & Deliverables	Scope	Comments
<b>Project Kickoff &amp; Discovery</b>		
Kick-off Meeting	Included	2-4 weeks after contract execution
Implementation Goals	Included	Defined during Kickoff
Success Matrix	Included	Defined during Kickoff
Initial Project Schedule	Included	Defined during Discovery
Data Gathering Guide	Included	Defined during Discovery
<b>Project Design &amp; Requirements</b>		
Solution Document	Included	Requirements & Solution Design
<b>Project Configuration &amp; Testing</b>		
Core Modules	Home Projects Calendar Contacts Setup	
Planning Module	Optional	
Cost & Funding Module	1-Template	
Process Module	4-Processes	Structured Workflow(s). Payment Application, Potential Change Order, Change Order, Design Review.
Forms Module	3-Forms	Includes 360 Review +60 Standard Forms
Schedule Module	1-Template	
Document Module	1-Template	
Bidding Module	Optional	
Dashboard Module	2-Dashboards	+1 Admin Dashboard
Reports Module	2-Reports	+120 Standard Reports
Submittal Module	Standard	
Time Tracking Module	Not included	
Import Toolkit	Standard	+Use Training
<b>Project Training &amp; Adoption</b>		
Admin Training	1- Session Onsite	3 days Duration/ 5 Users Maximum
End User Training	4- Sessions Onsite	2 days Duration Each/15 Users Maximum
Train-the-Trainer	Not included	
Onsite Support	Hands On	1- Session /4 Days Duration
Adoption Calls	4-Calls	



**M/WBE PARTICIPATION**

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: Atkins North America, Inc.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: <u>CMS – Construction Management Services, Inc.</u> Contact Person: <u>Keith Emery</u> Address: <u>10 Fairway Drive, Suite 301</u> <u>Deerfield Beach, Florida 33441</u> Telephone No.: <u>954.481.1611</u> Facsimile No.: <u>954.427.3142</u> M/WBE Certification No.: <u>59-1980267-002</u> Certifying Agency Name: <u>State of Florida, Office of Supplier Diversity</u> Address: <u>4050 Esplanade Way, Suite 380</u> <u>Tallahassee, FL 32399</u> Telephone No.: <u>850.487.0915</u>	Cost Estimating/ Budgeting and Change Management	40%	TBD
Firm Name: <u>Absolute Civil Engineering Solutions LLC</u> Contact Person: <u>Tiffany Leal</u> Address: <u>4124 SW 47th Avenue, Suite 1319</u> <u>Davie, Florida 33314</u> Telephone No.: <u>561.613.2093</u> Facsimile No.: <u>866.283.9007</u> M/WBE Certification No.: <u>7007-6721 11</u> Certifying Agency Name: <u>The School Board of Broward County, Florida</u> Address: <u>1120 W. Oakland Park Blvd., Suite. 323</u> <u>Sunrise, FL 33351</u> Telephone No.: <u>754.321.0050</u>	Building Envelope Assessments	5%	TBD
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			

\* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR ☐ - PER CONTRACT PERIOD ☒ OR OTHER ☐