



ADDED ITEM

# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
JJ-8.

MEETING DATE	2018-09-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:  
First Amendment and First Extension of Program Manager - Cost and Program Controls Services Agreement - Atkins North America, Inc.

REQUESTED ACTION:  
Approve the First Amendment and First Extension of the Agreement for Program Manager Services, RFQ No. 15-114C, previously awarded at the September 16, 2015 School Board meeting to Atkins North America, Inc.  
This Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SUMMARY EXPLANATION AND BACKGROUND:  
See Exhibit 1.

SCHOOL BOARD GOALS:  
 Goal 1: High Quality Instruction  Goal 2: Continuous Improvement  Goal 3: Effective Communication

FINANCIAL IMPACT:  
There is no financial impact to the District.

EXHIBITS: (List)  
(1) Executive Summary (2) Amendment

BOARD ACTION:  
**APPROVED**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Shelley N. Meloni, Director	Phone: 754-321-1515
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
Senior Leader & Title

Leo Bobadilla - Chief Facilities Officer

Signature  
Leo Bobadilla Jr  
8/31/2018 2:59:09 PM

Approved In Open Board Meeting On: **SEP 05 2018**

By: *Heather P. ...*  
School Board Chair

**EXECUTIVE SUMMARY**

**Background**

On September 16, 2015, the District negotiated and entered into a contract with Atkins North America, Inc. (Atkins) to provide Program Manager – Cost and Program Control Services (CPCM) for the District’s SMART program. The original contract term was for a three-year period with the agreement allowing for extension of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. The initial three-year period expires on September 16, 2018.

Atkins’ proposed volume of work for the initial three (3) year period was based on certain assumptions at the time of the RFP, which resulted in a Base Contract of \$6,456,073 for the initial three (3) year period. This included costs of \$417,375 for a project management software (e-Builder) that has been implemented for the SMART program and for future District project/program management.

This First Amendment is requesting a bifurcation into two periods of the first one (1) year renewal period to extend the initial term of the Agreement for a period of 45 days from September 17, 2018 through and including November 1, 2018.

The purpose of this 45-day initial extension is to allow staff to assess the organizational structure of Atkins to make sure the proposed staffing recommendations for the renewal year appropriately address the progress of the SMART Program.

Additionally, staff has evaluated Atkins over the past two years and wishes to formally incorporate the evaluation process into the Agreement.

It is the intent of staff to bring forth another Board item for approval prior to the expiration of this 45-day extension for the second renewal period from November 2, 2018 through and including September 17, 2019 at which time the proposed staffing recommendation, evaluation language, description of services, and proposed fee for the renewal period will be included.

This Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**AMENDMENT TO AGREEMENT FOR  
PROGRAM MANAGER/COST and PROGRAM CONTROL SERVICES**  
between  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
and  
**ATKINS NORTH AMERICA, INC.**

**THIS FIRST AMENDMENT** to the Program Manager/Cost and Program Controls Services Agreement by and between The School Board of Broward County, Florida ("SBBC") and Atkins North America, Inc. ("Atkins") dated September 16, 2015 (the "Agreement"), is hereby entered into this 5th day of September 2018.

**WHEREAS**, the SBBC and Atkins acknowledge and agree that the Agreement between SBBC and Atkins dated September 16, 2015, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

**WHEREAS**, the parties mutually desire to bifurcate the first one (1) year renewal period available under the Agreement and provide greater detail about the one hundred eighty (180) day extension of term available under the Agreement; and

**WHEREAS**, the parties mutually desire to extend the initial term of the Agreement for a period of forty-five (45) days to enable SBBC to fully assess the services provided by Atkins prior to SBBC's consideration of a longer period of Agreement renewal.

**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. **Revised Terms.** Article 2.01 Term of the Agreement is amended by the addition of terms identified by underlined and italicized text as follows:

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. After the initial term of this Agreement, the term of the Agreement may be extended upon mutual agreement of the parties for the following durations:

- (a) First Renewal Period: September 17, 2018 through and including November 1, 2018 (45 days);
- (b) Second Renewal Period: November 2, 2018 through and including September 17, 2019 (320 days); and

- (c) Third Renewal Period: September 18, 2019 through and including September 17, 2020 (365 days).

If considering renewal of the Agreement, SBBC's Procurement & Warehousing Services Department will request a letter to renew from ATKINS prior to the end of the then current term. The exercise of implementation of any renewal period shall be approved by an Amendment to this Agreement.

In addition, SBBC may elect at its sole discretion to extend the Agreement for an additional one hundred and eighty (180) day period beyond the conclusion of the Third Renewal Period.

2. **Exercise of First Renewal Period.** The parties agree to exercise the First Renewal Period as revised through this First Amendment and to extend the term of the Agreement from September 17, 2018 through and including November 1, 2018.

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement.

5. **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 Amendment.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this First Amendment to Agreement on the day and year first above written.

FOR SBBC

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Nora Rupert*  
Nora Rupert, Chair

ATTEST:

*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*M. Ormrod*  
Office of the General Counsel

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FOR ATKINS NORTH AMERICA, INC.

(Corporate Seal)

ATKINS NORTH AMERICA, INC.

ATTEST:

Rene de los Rios  
Assistant, Secretary  
Rene de los Rios

By David J. Carter  
David J. Carter  
Senior Vice President

-or-

Mercedes Lellin  
Witness

Guillermo Ober  
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 by for me this 28<sup>th</sup> day of August, 2018, by David J. Carter of Atkins North America, Inc., on behalf of the corporation or agency, who is personally known to me and did/did not first take an oath.

My commission expires:



(SEAL)

[Signature]  
Signature -- Notary Public

Amparo A. Gonzalez  
Printed Name of Notary