

**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 SECOND 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 16th day of October 2018.

WHEREAS, the SBBC and Atkins acknowledge and agree that the Agreement is in full force and effect as revised by the First Amendment dated September 5, 2018 and this Second Amendment; and

WHEREAS, pursuant to the terms of the First Amendment, the Parties mutually agreed to extend the initial term of the Agreement (the "First Renewal Period") for a period of Forty-Five (45) days to permit an assessment of the organizational structure of Atkins, to address the progress of the SMART program, and to develop measurable criteria to evaluate the performance of Atkins via performance metrics; and

WHEREAS, after completion of the aforementioned evaluation, the parties mutually desire to extend the term of the Agreement for an additional three hundred twenty (320) days (the "Second Renewal Period").

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. **Exercise of Second Renewal Period.** The parties agree to exercise the Second Renewal Period as revised through this Second Amendment and to extend the term of the Agreement from November 2, 2018 through and including September 19, 2019.
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. **Scope of Services and Fees.** Atkins's scope of services and fees defined in the Agreement are hereby increased to include those additional services described in the Executive Summary of this Board Item, and fees identified within the "*Atkins - Owner's Representative*

Services- Staffing Plan" (the "Staffing Plan"), attached hereto and incorporated herein as "**Exhibit 3**"

5. Atkins's fees shall be increased as set forth in the Staffing Plan by a not-to-exceed amount of **Two Million, Seven Hundred Sixty-Seven Thousand Five Hundred Dollars (\$2,767,500)** for years one to four of the Agreement, for a total not-to-exceed amount of **Nine Million, Two Hundred Twenty Three Thousand Five Hundred Seventy Three Dollars (\$9,223,573)**.

6. Upon agreement between Atkins and the Chief Facilities Officer or his designee, and without further action by the SBBC, the fees set forth in the Staffing Plan may be adjusted by reallocating amounts amongst and between Staffing Groups and Contract Years as deemed appropriate.

7. **Quarterly Evaluation.** An evaluation shall be conducted on a quarterly basis to measure performance. Such evaluation shall be communicated to Atkins to identify areas for betterment and shall be used as basis for continuous improvement.

8. **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 Second Amendment to Agreement; then
- b) the First Amendment to the Agreement; then
- c) the Agreement.

5. **Authority:** Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second 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 Second Amendment.

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

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

FOR SBBC

(Seal)

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

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

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(Corporate Seal)

FOR ATKINS NORTH AMERICA, INC.

ATKINS NORTH AMERICA, INC.

ATTEST:

Rene de los Rios

Rene de los Rios, Assistant Secretary

David J. Carter

David J. Carter, Vice President

-or-

Mercedes Yellin

, Witness

[Signature]

, 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.

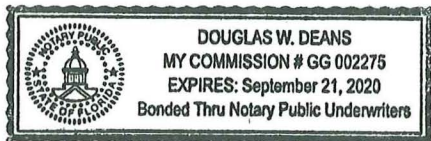
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged by for me this 9th day of October, 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)



Douglas W. Deans

Signature, Notary Public

Douglas W. Deans

Printed Name of Notary