

**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 THIRD 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 _____ day of _____ 2019.

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, the Second Amendment dated October 16, 2018; and this Third Amendment; and

WHEREAS, the First Amendment, among other things, provided for the Parties, via mutual agreement, to extend the term of the Agreement as follows: *First Renewal Period* – September 17, 2018 through and including November 1, 2018 (45 days), *Second Renewal Period* – November 2, 2018 through and including September 17, 2019 (320 days), *Third Renewal Period* – September 18, 2019 through and including September 17, 2020 (365), and an additional one hundred eighty (180) day period beyond the conclusion of the Third Renewal Period; and

WHEREAS, the parties mutually desire to extend the term of the Agreement by exercising their option for the Third Renewal Period for an additional three hundred sixty five (365) days (the "Third Renewal Period") commencing on September 20, 2019 through and including September 17, 2020 at a fee referenced herein.

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 Third Renewal Period.** The parties agree to exercise the Third Renewal Period as revised through this Third Amendment and to extend the term of the Agreement from September 20, 2019 through and including September 17, 2020.
3. **Scope of Services and Fees.** Atkins's scope of services shall remain unchanged and Fees as defined in the Agreement are hereby increased to include the time frame of the Third Renewal Period identified within the "Atkins Year 5 Staffing Plan" (the "Staffing Plan"), attached hereto and incorporated herein as **Attachment B**.
4. Atkins's fees shall be increased as set forth in the Staffing Plan by a not-to-exceed

amount of **Three Million One Hundred Thirty-Seven Thousand, One Hundred Seventy-Four Dollars and 00/100 Cents (\$3,137,174.00)** for the term of this Third Amendment. The total not-to-exceed amount for years one through five of the Agreement and all Amendments shall not exceed **Twelve Million, Three Hundred Sixty Thousand, Seven Hundred Forty-Seven Dollars and 00/100 Cents (\$12,360,747.00)**.

5. Upon agreement between Atkins and the Chief Facilities Officer or his/her 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.

6. **Amended Provision.** The following provision shall be added to the Agreement, by interlineation:

2.16 The SBBC and RSM US LLP shall conduct separate evaluations of Atkins on a quarterly basis to measure Atkins' performance. Said evaluations shall be communicated to Atkins to identify areas for betterment and shall be used as basis for continuous improvement.

7. **Other Provisions Remain in Force.** All other terms and conditions of the Agreement 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.

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 Third Amendment to Agreement; then
- b) the Second Amendment to Agreement; then
- c) the First Amendment to the Agreement; then
- d) the Agreement.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR ATKINS NORTH AMERICA, INC.



ATKINS NORTH AMERICA, INC.

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

Rene de los Rios
Rene de los Rios, Assistant Secretary

-or-

Gemilet Ober
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 12 day of July, 2019, 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: 3/15/2021



[Signature]
Signature – Notary Public
Amparo A. Gonzalez
Printed Name of Notary

	AMPARO A. GONZALEZ MY COMMISSION # GG 083290 EXPIRES: March 15, 2021 Bonded Thru Notary Public Underwriters
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**School Board of Broward County
Program Manager - Cost and Program Control Services**



Year 5 Services, Not to Exceed Proposal

Position	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Year 5 Total
Senior Staffing	\$370,440	\$353,304	\$352,304	\$374,197	\$456,799
Scheduling	\$442,915	\$442,915	\$442,915	\$452,036	\$711,056
Systems/ Software	\$468,720	\$372,960	\$325,080	\$425,957	\$503,225
Cost Review/ Validation	\$553,643	\$553,643	\$553,643	\$830,181	\$893,007
Risk Mgmt & Market Analysis	\$87,066	\$65,646	\$44,982	\$58,311	\$46,683
Program Cost Analysis/ Misc	\$195,302	\$161,785	\$136,577	\$304,255	\$201,474
Summer Interns	\$20,286	\$20,286	\$20,286	\$16,632	\$18,900
Subtotal Labor Cost	\$2,138,372	\$1,970,539	\$1,875,787	\$2,461,568	\$2,831,145
Reimbursable Expenses (badging, reproduction, pre-approved travel/ lodging, special software, etc)					\$10,000
e-Builder, Year 5, Site License Model					\$296,029
Total: Year 5 Option, Not to Exceed Proposal					\$3,137,174

CONTRACT TOTALS TO DATE	
Total Contract Year 1-3	\$6,456,073
Total Contract Year 4	\$2,767,500

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 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.

e-Builder

Site license model will include unlimited licenses to allow for not only District Facilities staff, OR staff, CPCM staff, and other District departments, but also vendors. This allows for collaboration throughout the project lifecycle. There are currently over 550 licenses being used.

SMART PROGRAM CONTROLS TEAM

