

BROWARD COUNTY PUBLIC SCHOOLS SMART PROGRAM QUARTERLY UPDATE

November 2015



[This page intentionally left blank]

BROWARD COUNTY PUBLIC SCHOOLS SMART PROGRAM QUARTERLY UPDATE

November 2015

INTRODUCTION

In June 2014, The School Board of Broward County, Florida unanimously approved a resolution requesting the Broward County Supervisor of Elections include a referendum on the November 4th ballot to approve the issuance of \$800 Million in general obligation bonds to modernize and improve the safety of outdated educational facilities and upgrade instructional technology. This resolution was in direct response to years of unsuccessful advocacy requesting the Florida legislature restore the capital millage rate and the current push in an ongoing effort to address the District's critical capital budget situation.

During school year 2012-13, BCPS launched a new Three-Year Strategic Plan. In brief, the plan highlights three strategic goals: High-Quality Instruction, Continuous Improvement, and Effective Communication. Never was there a more critical initiative to test the District's ability to effectively communicate than the general obligation bond (GOB) initiative. Thus, the District launched a six-month effort to educate all stakeholders about the GOB. The SMART initiative, as it was branded, was a collaborative effort to communicate the significant capital needs of the District, the adverse financial impact of the legislative reductions in capital millage, and the District's plan to utilize the additional \$800 Million in capital revenue should the community support the bond initiative.

On November 4 2014, the community spoke; and it was a resounding victory for the students of Broward County. The bond referendum passed, with 73.61% of the voters supporting the initiative. Further analysis of the voting results identified two distinguishing statistics that spoke to the success of the District's efforts to educate the community on the importance of this issue:

- Nearly as many people voted for the General Obligation Bond (GOB) initiative as did in the race for Florida governor (Governor: 469,519/GOB: 441,713). Typically, there is significant "drop off" between these issues.
- An analysis of the voting precincts indicates 576 of the 577 reporting precincts voted in favor of the GOB initiative. The lone precinct against the GOB initiative was precinct B001, where the final vote was 294 votes in favor

of the GOB and 295 votes against. This suggests the GOB initiative had support from the entire county and appealed to all voter demographics.

Over the next several months, the District initiated several activities to position itself to successfully execute the SMART Program. This included:

- Initiating Requests for Proposal (RFP) to identify strategic business partners to provide Owner's Representative and Cost/Program Control services on behalf of the District;
- Conducting a bond validation process through the State Attorney's Office to ensure the referendum process and intended use of bond proceeds was appropriate (The bond validation process was completed in March 2015);
- Amending the District's District Educational Facility Plan (DEFP) to infuse the anticipated bond proceeds and resulting prioritized projects within its five-year capital program;
- Initiating the School Choice Prioritization Project process with Year 1 identified schools and their respective SAC/SAF committees to identify project choices for the \$100,000 choice allocation;
- Awarding agreements to the identified Owner's Representative and Cost/Program Control strategic business partners; and
- Initiating the project charter and design criteria development process for initial projects.

OWNER'S REPRESENTATIVE AND COST/PROGRAM CONTROLS

The School Board of Broward County approved the agreements for both Owner's Representative and Cost and Program Controls Manager in August and September, 2015.

On August 18, 2015, The School Board approved a three-year agreement with Heery International for the execution of projects in the SMART Program (a copy of the approved Board agenda item is attached). Heery has been assigned all of Year 1 work, as well as School Choice Enhancement projects.

Heery will provide program and project management expertise for the SMART Program, and will also enhance the District's efficiency by keeping the District current with the latest developments in management systems and practices. In addition, Heery will establish a central coordinated repository of data by implementing, maintaining, and upgrading management information systems appropriate for the District's projects, and will facilitate the efficient and effective use of information throughout the District's capital projects. Heery will also assist the District's senior management in establishing metrics that will

identify areas where the Capital Improvement Program is functioning efficiently and areas that require improvement through benchmarking of best practices of project management on a local and national scale.

The Board also approved a three-year agreement with Atkins North America on September 16, 2015 as the Cost and Program Controls Manager (a copy of the approved Board agenda item is attached). Atkins will manage all controls systems for all capital projects in the SMART Program, and will represent the District in identifying and resolving issues.

The Office of Facilities & Construction (OFC) will provide oversight of the two companies and will work closely in the management of the Bond Program.

E-BUILDER

Included in the Atkins agreement is e-Builder, a web-based capital program management and construction project management software. This solution will be utilized to report on all SMART Program project schedules, expenditures, Program key performance indicators (KPI). The E-Builder system will also serve to integrate data for the external interface, providing critical project information to all stakeholders. E-Builder will begin its implementation phase in November 2015, to be followed by program set-up and training. It is anticipated the system will be fully implemented in the spring of 2016. Attached to this report is a project schedule for the implementation of the E-Builder system.

PROJECT CHARTER MEETINGS

Introduced more recently as a critical step at the beginning stages of a project, Project Charter Meetings have been conducted for the SMART Program projects at Northeast High School and Stranahan High School. Both meetings, held in September 2015 were well-attended by school based staff and community representatives.

The purpose of the Project Charter Meeting is to review the Amended Adopted District Educational Facilities Plan and the 2014 Facility Condition Assessment information; clearly define the scope of the project; discuss different project delivery methods, with a goal to execute work as efficiently and effectively as possible; finalize Project Needs Statement and Objectives; develop Assumptions and Risks, Constraints and Dependencies for Site and Building Access, Scope, Materials, Equipment, including Academic Testing; identify any potential issues or concerns, and to establish high-level schedules, including frequency of meetings, reporting and responsibilities. The Stranahan project charter is attached as an example.

Other Project Charter meetings are being scheduled for Year 1 projects.

REQUESTS FOR PROPOSALS

Three Board Items will be presented at the November 3, 2015 Regular School Board Meeting seeking approval to advertise Requests for Proposals for Design/Build services for Renovation Projects at Blanche Ely, Northeast and Stranahan High Schools. The project values are \$14,795,436, \$14,162,600, and \$16,004,650, respectively.

In addition, several other projects will be presented at the December 8, 2015 Regular School Board Meeting for approval to advertise for more Design/Build services, as well as Requests for Qualifications (RFQ) for Architectural and Engineering services. The RFQs will encompass term contracts and site specific solicitations.

By expanding on delivery methods to include Design/Build, Design/Bid/Build, and term contracts, the District is broadening and diversifying the bidder pool, with the intent on attracting a wide range of potential proposers to execute on the projects.

OFC RELOCATION

The Office of Facilities and Construction will be relocating to the Rock Island Administration Center at the beginning of 2016. Both Heery and Atkins will be located with OFC allowing for day-to-day interaction and coordination on projects, maximizing the synergy that is necessary to execute the very important work of the SMART Program. Additionally, with the District's Building Department already housed at this location, further integration of processes can be realized for optimum success.

SMART PROGRAM ADMINISTRATIVE AND PROJECT EXPENDITURES

As stated above, the first SMART Program projects are being presented at the November 3, 2015 Regular School Board meeting to authorize the advertisement of Requests for Proposals for Design/Build services for the first three projects. Additionally, the District has not yet received its first invoice for administrative services from its strategic business partners. As such, the SMART Program expenditures for this period are limited to the distribution of technology as separately reported to the Bond Oversight Committee.

Owner's Representative Agreement



ADDED ITEM

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request	
<input checked="" type="radio"/> Yes	<input type="radio"/> No
Time 2:20 PM	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:

EE-5.

MEETING DATE	Aug 18 2015 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

TITLE:

Recommendation of \$500,000 or Greater - 15-115C - Program Manager/Owner's Representative Services

REQUESTED ACTION:

Approve the recommendation to award the above RFP. Contract Term: August 19, 2015, through August 18, 2018, 3 Years;
User Department: Facilities Office; Award Amount: \$16,200,000; Awarded Vendor(s): Heery International, Inc.; M/WBE Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida, received six (6) proposals in response to RFP 15-115C - Program Manager/Owner's Representative Services. This request is to recommend award to Heery International, Inc., to provide Owner's Representative Services. A copy of the RFP documents are available online at: <http://www.broward.k12.fl.us/supply/agenda/15-115C-PMORS.pdf>
A copy of the complete RFP documents are available at the School Board members' office on the 14th floor of the K.C. Wright Administration Center.
The recordings of past Program Manager Evaluation Committee meetings are available online at: <https://becon223.eduvision.tv/Default.aspx?q=d0F7qPKKlCdZXDwQ3eblRQ%253d%253d>
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

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

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$16,200,000 for the initial three (3) year period. The funding source will come from Capital Funding. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement (3) Recommendation Tabulation

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Derek Messier	Phone: 754-321-2617
Name: Ruby Crenshaw	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
Thursday, August 13, 2015 7:12:30 PM

Approved In Open Board Meeting On:

AUG 18 2015

By: *Donna Kohn*
School Board Chair

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Greater 15-115C – Program Manager/Owner's Representative Services

This request is to approve the recommendation to award RFP 15-115C, Program Manager/Owner's Representative Services, to Heery International, Inc., for a 3-year contract term effective August 19, 2015, through August 18, 2018, for a total award amount not to exceed \$16,200,000. (*Second award pending final negotiation*).

OBJECTIVE

In order to be effective in meeting the facility and operational needs of the schools in a prioritized, transparent, and resource conscious manner, the District must forge the capital projects of its schools into a coherent program. There is a need for coordination and synergy at each point in the process of planning, designing, and building capital projects for this District. Moreover, there is a need to achieve this coordination through means that are both flexible and cost-effective.

The District has determined that engaging the assistance of a team of construction industry professionals, organized in two owner's representative agents, is the most flexible, cost-effective, means to achieve the coordination and synergy necessary to meet the demands of the schools. An owner's representative offers flexibility through its capacity to engage professionals with specific expertise at appropriate points in the planning and implementation of projects. This is also cost-effective in that staffing is scalable according to the volume of work in the program, thereby, limiting the District's financial liability during periods when volume does not require an extensive staff. Scalable staffing is of particular interest to the District, as the capital needs and available funding varies from year-to-year.

The owner's representative will also enhance the District's efficiency by keeping the District current with the latest developments in management systems and practices. In order for flexible staffing to be effective, there must be a core set of systems in place that enables both the owner's representatives and the District's professionals to contribute their knowledge and work product to, and resource information from, a central coordinated repository of data by implementing, maintaining, and upgrading management information systems appropriate for the District's projects; the owner's representatives will facilitate the efficient and effective use of information throughout the District's capital projects. Through benchmarking, the best practices of project management on a local and national scale, the owner's representative will assist the District's senior management in establishing metrics that will identify areas where the Capital Improvement Program is functioning efficiently and areas that require improvement.

The Capital Improvement Program is based upon the assessment of critical facility needs as determined through a comprehensive facility condition assessment of all facilities within the District. The Program is planned at over \$900M and is expected to be executed from 2015 through 2019, with some projects' construction and/or close out extending into 2021. The owner's representative will be expected to manage the subset of projects of this Program and in a manner to holistically address the needs of the District's portfolio of facilities.

**Recommendation of \$500,000 or Greater
15-115C – Program Manager/Owner’s Representative Services
August 18, 2015 Board Agenda**

PROCUREMENT PROCESS

Six (6) proposers responded to RFP 15-115C – Program Manager/Owner’s Representative Services; however, one (1) firm was deemed non-responsive. The firms responding were:

- AECOM Technical Services, Inc.
- Construction Management Experts, Inc. (Non-Responsive) *
- Cordoba Corporation
- Cumming Corporation
- Heery International, Inc.
- Skanska USA Building, Inc.

* The firm Construction Management Experts, Inc., failed to include the indemnification clause (per Article 7.1) and a copy of its most recent audit financial statement (per Article 4.24) of the RFP.

**Recommendation of \$500,000 or Greater
15-115C – Program Manager/Owner’s Representative Services
August 18, 2015 Board Agenda**

PROCUREMENT PROCESS

The following timeline has been provided to describe the procurement process during the past four (4) months for RFP 15-115C – Program Manager/Owner’s Representative Services:

Timeline	
Date	Procurement Process
April 13, 2015	RFP Advertised on DemandStar
April 14, 2015	Addendum No. 1 Issued
April 15, 2015	RFP Advertised in Miami Herald
April 17, 2015	Non-Mandatory Proposer's Conference
April 22, 2015	Addendum No. 2 Issued
April 22, 2015	Addendum No. 3 Issued
April 30, 2015	Addendum No. 4 Issued
May 5, 2015	Addendum No. 5 Issued
May 11, 2015	Proposals Due – Six (6) Proposals Received
May 14, 2015	Addendum No. 6 Issued
May 17, 2015	Advertisement of 1st Evaluation Meeting – Sun-Sentinel
June 2, 2015	1st Evaluation Meeting held*
June 8, 2015	Interviews were held with top three firms: AECOM Technical Services, Inc.; Heery International, Inc.; and Skanska USA Building, Inc.
June 9, 2015	Recommendation Tabulation was posted postponing recommendation of award until June 11, 2015
June 11, 2015	Recommendation Tabulation was posted postponing recommendation of award until June 16, 2015
June 16, 2015	Special Meeting for Evaluation Committee held*
June 18, 2015	Recommendation Tabulation posted recommending: Heery International, Inc.; and Skanska USA Building, Inc. for award

*An allegation was made that there was a potential violation of the Sunshine Law during the evaluation process held on June 2, 2015, and June 8, 2015. In an abundance of caution, the committee conducted a special meeting to ensure compliance with the Sunshine Law. With the guidance of the legal department a special evaluation meeting was held to ensure all laws were adhered to.

The special meeting involved staff redoing the entire evaluation process. The meeting was noticed and recorded as required by Sunshine Law, Section 1001.372 and 286.011 of the Florida Statutes; additionally, the process was live-streamed to ensure a transparent process. The outcome of the scores for this RFP remained the same.

**Recommendation of \$500,000 or Greater
15-115C – Program Manager/Owner’s Representative Services
August 18, 2015 Board Agenda**

M/WBE PARTICIPATION

Heery International, Inc., will provide M/WBE participation during its performance of services under this Agreement by using three (3) M/WBE certified vendors:

- De Zayas-Bitar Construction Co. (Hispanic American Male) – 14 Percent
- Garth Solutions, Inc. (African American Female) – 11 Percent
- Keith and Associates, Inc. (Caucasian Female) – 7 Percent

DOCUMENTS

A copy of the following documents for RFP 15-115C, Program Manager/Owner’s Representative Services, are available at the School Board members’ office on the 14th floor of the K.C. Wright Administration Center:

Documents	
Title	Date
RFP Document	April 13, 2015
Advertisement of Bid Announcement	April 15, 2015
Addendum No. 1	April 14, 2015
Addendum No. 2	April 22, 2015
Addendum No. 3	April 22, 2015
Addendum No. 4	April 30, 2015
Addendum No. 5	May 5, 2015
Addendum No. 6	May 14, 2015
Agenda – Non-Mandatory Proposers’ Conference	April 17, 2015
Sign-In Sheet for Proposers’ Conference	April 17, 2015
Advertisement of Evaluation Committee Meeting	May 17, 2015
Evaluation Committee Meeting Agenda/Roll Call*	June 2, 2015
Sign-In Sheets for Evaluation Committee Meeting	June 2, 2015
Scoring Sheets – Part I	June 2, 2015
Evaluation Committee Meeting Minutes	June 2, 2015
Evaluation Committee Meeting Interview Agenda/Roll Call*	June 8, 2015
Scoring Sheets – Part II	June 8, 2015
Final Scores	June 9, 2015
Skanska Memo of Selection	June 17, 2015
Recommended Vendor Proposals	
Heery International, Inc.	May 11, 2015
Skanska USA Building Inc.	May 11, 2015

* Audio recordings are available upon request.

The recordings of past Program Manager Evaluation Committee meetings are available online at: <https://becon223.eduvision.tv/Default.aspx?q=d0F7qPKKlcdZXDwQ3ebIrQ%253d%253d>

**Recommendation of \$500,000 or Greater
15-115C – Program Manager/Owner’s Representative Services
August 18, 2015 Board Agenda**

Documents	
Title	Date
Agenda – Non-Mandatory Proposers’ Conference	April 17, 2015
Sign-In Sheet for Proposers’ Conference	April 17, 2015
Advertisement of Evaluation Committee Meeting	May 17, 2015
Evaluation Committee Meeting Agenda/Roll Call*	June 2, 2015
Sign-In Sheets for Evaluation Committee Meeting	June 2, 2015
Scoring Sheets – Part I	June 2, 2015
Evaluation Committee Meeting Minutes	June 2, 2015
Evaluation Committee Meeting Interview Agenda/Roll Call*	June 8, 2015
Scoring Sheets – Part II	June 8, 2015
Final Scores	June 9, 2015
Skanska Memo of Selection	June 17, 2015
Recommended Vendor Proposals	
Heery International, Inc.	May 11, 2015
Skanska USA Building Inc.	May 11, 2015

* Audio recordings are available upon request.

The recordings of past Program Manager Evaluation Committee meetings are available online at:
<https://becon223.eduvision.tv/Default.aspx?q=d0F7qPKKlcdZXDwQ3eblrQ%253d%253d>

AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of August, 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

HEERY INTERNATIONAL, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
999 Peachtree Street, N.E.
Atlanta, Georgia 30309

WHEREAS, SBBC issued a Request for proposal identified as RFP 15-115C – Program Manager – Owner’s Representative Services dated April 13, 2015 and amended by Addendum No. 6, dated May 14, 2015, Addendum No. 5, dated May 5, 2015, Addendum No. 4, dated April 30, 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 Program Manager – Owner’s Representative Services; and

WHEREAS, VENDOR offered a proposal dated May 5, 2015 (hereinafter referred to as "Proposal" which is incorporated by reference herein) in response to this RFP; and

WHEREAS, VENDOR is willing to provide Program Manager – Owner’s Representative 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 **August 19, 2015 and conclude on August 18, 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 15-115C - Program Manager – Owner’s Representative 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 \$16,200,000 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 **Attachment A**. Fee Schedule is defined as the rate per hour or task for which services can be billed to SBBC. These 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 2.25. 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. **Attachment A** is 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 agreement by using De Zayas-Bitar Construction Co. (14%); Garth Solutions, Inc. (11%); and Keith & Associates, Inc. (7%) and as set forth in the VENDOR's proposal.

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 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: Robert Chomiak, Sr. Vice President
Heery International, Inc.
7650 Corporate Center Drive, Suite 300
Miami, Florida 33126

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 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 OCCURRING 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 obtain prior approval from SBBC for any additional goods or services required for the working environment.

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.** Exhibits attached hereto **Attachment A** 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.

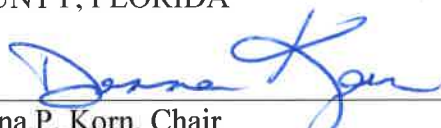
3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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

FOR SBBC

(Corporate Seal)

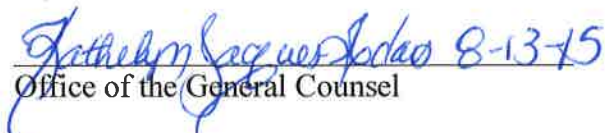
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 8-13-15
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

HEERY INTERNATIONAL, INC.

ATTEST:

By [Signature]

_____, Secretary

-or-

[Signature]

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 Georgia

COUNTY OF Clayton

The foregoing instrument was acknowledged before me this 17th day of August, 2015 by Richard B. Driggs of Heery International Inc on behalf of the corporation/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:

[Signature]
Signature – Notary Public

DEBORAH A. COATS

Printed Name of Notary

April 26, 2018
Notary's Commission No.

(SEAL)



Heery International, Inc.

Position	Total Hours			TOTAL HOURS	Total Hours		TOTAL HOURS
	Yr 1	Yr 2	Yr 3	Years 1-3	Yr 4	Yr 5	Years 1-5
Core Team Manhours							
Program Manager	1,920	1,920	1,920	5,760	1,920	1,920	9,600
PM 1	1,920	1,920	1,920	5,760	1,920	1,920	9,600
PM 2	1,920	1,920	1,920	5,760	1,920	1,920	9,600
PM 3	1,760	1,920	1,920	5,600	1,920	1,920	9,440
PM 4	1,760	1,920	1,920	5,600	1,920	1,920	9,440
PM 5	1,760	1,920	1,920	5,600	1,920	1,920	9,440
PM 6 School Choice Projects	1,920	1,920	1,920	5,760	1,920	1,920	9,600
PM 7 Music Program	1,760	1,920	1,920	5,600	1,920	1,920	9,440
Document Control	1,920	1,920	1,920	5,760	1,920	1,920	9,600
Project Controls Coordinator	1,920	1,920	1,920	5,760	1,920	1,920	9,600
Outreach Monitor	432	480	480	1,392	480	480	2,352
Scheduler	960	960	960	2,880	960	960	4,800
Design Reviewers	1,600	1,920	1,920	5,440	1,920	1,920	9,280
Program Safety Coordinator	192	192	192	576	192	192	960
Specification/Guidelines	432	192	192	816	192	192	1,200
PMIS Coordinator	480	480	480	1,440	480	480	2,400
Student Intern Program (2)	960	960	960	2,880	960	960	4,800
Sr. Management Overview	48	48	48	144	48	48	240
Sr. Management Overview	48	48	48	144	48	48	240
Principal In Charge/Launch	192	96	96	384	96	96	576
Program Launch Team 1	280	-	-	280	-	-	280
Program Launch Team 2	280	-	-	280	-	-	280
	24,464	24,576	24,576	73,616	24,576	24,576	122,768
COSTS							
Core Team							
Total Labor Costs	\$ 2,608,812	\$ 2,609,086	\$ 2,674,313	\$ 7,892,210	\$ 2,741,171	\$ 2,809,700	\$ 13,443,081
Design Criteria Packages							
2.0% of Program Cost	2,150,400	1,928,640	1,412,040	\$ 5,491,080	1,157,873	237,364	\$ 6,886,317
Commissioning							
1.0% of Program Cost	268,800	1,102,080	706,020	\$ 2,076,900	723,671	741,762	\$ 3,542,333
Total Expenses	\$ 256,600	\$ 80,400	\$ 82,410	\$ 419,410	\$ 84,470	\$ 86,582	\$ 590,462
TOTAL ESTIMATED FEE	\$ 5,284,612	\$ 5,720,206	\$ 4,874,783	\$ 15,879,600	\$ 4,707,184	\$ 3,875,408	\$ 24,462,192
Proposed Not To Exceed	\$ 5,390,000	\$ 5,830,000	\$ 4,980,000	\$ 16,200,000	\$ 4,810,000	\$ 3,980,000	\$ 24,990,000
	Year 1	Year 2	Year 3	Years 1 through 3	Year 4	Year 5	Years 1 through 5

PROGRAM YEAR 1

Position	Annual Salary - Budgeted	Budgeted Hourly Raw Rate	Multiplier	Budgeted Billing Rate	Estimated Year 1 Hours	Budgeted Year 1 Fee
Program Manager	\$ 166,400	\$ 80.00	2.25	\$ 180.00	1920	\$ 345,600
PM 1	\$ 118,560	\$ 57.00	2.25	\$ 128.25	1920	\$ 246,240
PM 2	\$ 114,400	\$ 55.00	2.25	\$ 123.75	1920	\$ 237,600
PM 3	\$ 104,000	\$ 50.00	2.25	\$ 112.50	1760	\$ 198,000
PM 4	\$ 93,600	\$ 45.00	2.25	\$ 101.25	1760	\$ 178,200
PM 5	\$ 93,600	\$ 45.00	2.25	\$ 101.25	1760	\$ 178,200
PM 6 School Choice Projects	\$ 93,600	\$ 45.00	2.25	\$ 101.25	1920	\$ 194,400
PM 7 Music Program	\$ 93,600	\$ 45.00	2.25	\$ 101.25	1760	\$ 178,200
Document Control	\$ 54,080	\$ 26.00	2.25	\$ 58.50	1920	\$ 112,320
Project Controls Coordinator	\$ 72,800	\$ 35.00	2.25	\$ 78.75	1920	\$ 151,200
Outreach Monitor	\$ 70,720	\$ 34.00	2.25	\$ 76.50	432	\$ 33,048
Scheduler	\$ 93,600	\$ 45.00	2.25	\$ 101.25	960	\$ 97,200
Design Reviewers	\$ 83,200	\$ 40.00	2.25	\$ 90.00	1600	\$ 144,000
Program Safety Coordinator	\$ 93,600	\$ 45.00	2.25	\$ 101.25	192	\$ 19,440
Specification/Guidelines	\$ 97,760	\$ 47.00	2.25	\$ 105.75	432	\$ 45,684
PMIS Coordinator	\$ 87,360	\$ 42.00	2.25	\$ 94.50	480	\$ 45,360
Student Intern Program (2)	\$ 31,200	\$ 15.00	2.25	\$ 33.75	960	\$ 32,400
Sr. Management Overview	\$ 187,200	\$ 90.00	2.25	\$ 202.50	48	\$ 9,720
Sr. Management Overview	\$ 187,200	\$ 90.00	2.25	\$ 202.50	48	\$ 9,720
Principal In Charge/Launch	\$ 187,200	\$ 90.00	2.25	\$ 202.50	192	\$ 38,880
Program Launch Team 1	\$ 187,200	\$ 90.00	2.25	\$ 202.50	280	\$ 56,700
Program Launch Team 2	\$ 187,200	\$ 90.00	2.25	\$ 202.50	280	\$ 56,700
Design Criteria Packages Labor Budget	Varies	Varies	2.25	Varies	Varies	\$ 2,150,400
Commissioning Labor Budget	Varies	Varies	2.25	Varies	Varies	\$ 268,800

Labor \$ 5,028,012

Reimbursable Expenses Cell Phones, Travel, Local Mileage, Printing, Mail, Relocation, Equipment, Supplies Reimbursable Expenses \$ 256,600

Estimated Total \$ 5,284,612

Year 1 Not-to-Exceed \$ 5,390,000

PROGRAM YEAR 2

Position	Annual Salary - Budgeted	Budgeted Hourly Raw Rate	Multiplier	Budgeted Billing Rate	Estimated Year 2 Hours	Budgeted Year 2 Fee
Program Manager	\$ 170,560	\$ 82.00	2.25	\$ 184.50	1920	\$ 354,240
PM 1	\$ 121,524	\$ 58.43	2.25	\$ 131.46	1920	\$ 252,396
PM 2	\$ 117,260	\$ 56.38	2.25	\$ 126.84	1920	\$ 243,540
PM 3	\$ 106,600	\$ 51.25	2.25	\$ 115.31	1920	\$ 221,400
PM 4	\$ 95,940	\$ 46.13	2.25	\$ 103.78	1920	\$ 199,260
PM 5	\$ 95,940	\$ 46.13	2.25	\$ 103.78	1920	\$ 199,260
PM 6 School Choice Projects	\$ 95,940	\$ 46.13	2.25	\$ 103.78	1920	\$ 199,260
PM 7 Music Program	\$ 95,940	\$ 46.13	2.25	\$ 103.78	1920	\$ 199,260
Document Control	\$ 55,432	\$ 26.65	2.25	\$ 59.96	1920	\$ 115,128
Project Controls Coordinator	\$ 74,620	\$ 35.88	2.25	\$ 80.72	1920	\$ 154,980
Outreach Monitor	\$ 72,488	\$ 34.85	2.25	\$ 78.41	480	\$ 37,638
Scheduler	\$ 95,940	\$ 46.13	2.25	\$ 103.78	960	\$ 99,630
Design Reviewers	\$ 83,200	\$ 40.00	2.25	\$ 90.00	1920	\$ 172,800
Program Safety Coordinator	\$ 95,940	\$ 46.13	2.25	\$ 103.78	192	\$ 19,926
Specification/Guidelines	\$ 100,204	\$ 48.18	2.25	\$ 108.39	192	\$ 20,812
PMIS Coordinator	\$ 89,544	\$ 43.05	2.25	\$ 96.86	480	\$ 46,494
Student Intern Program (2)	\$ 31,980	\$ 15.38	2.25	\$ 34.59	960	\$ 33,210
Sr. Management Overview	\$ 191,880	\$ 92.25	2.25	\$ 207.56	48	\$ 9,963
Sr. Management Overview	\$ 191,880	\$ 92.25	2.25	\$ 207.56	48	\$ 9,963
Principal In Charge/Launch	\$ 191,880	\$ 92.25	2.25	\$ 207.56	96	\$ 19,926
Program Launch Team 1	\$ 191,880	\$ 92.25	2.25	\$ 207.56	0	\$ -
Program Launch Team 2	\$ 191,880	\$ 92.25	2.25	\$ 207.56	0	\$ -
Design Criteria Packages Labor Budget	Varies	Varies	2.25	Varies	Varies	\$ 1,928,640
Commissioning Labor Budget	Varies	Varies	2.25	Varies	Varies	\$ 1,102,080

Labor \$ 5,639,806

Reimbursable Expenses Cell Phones, Travel, Local Mileage, Printing, Mail, Relocation, Equipment, Supplies Reimbursable Expenses \$ 80,400

Estimated Total \$ 5,720,206

Year 2 Not-to-Exceed \$ 5,830,000

PROGRAM YEAR 3

Position	Annual Salary - Budgeted	Budgeted Hourly Raw Rate	Multiplier	Budgeted Billing Rate	Estimated Year 3 Hours	Budgeted Year 3 Fee
Program Manager	\$ 174,824	\$ 84.05	2.25	\$ 189.11	1920	\$ 363,096
PM 1	\$ 124,562	\$ 59.89	2.25	\$ 134.74	1920	\$ 258,706
PM 2	\$ 120,192	\$ 57.78	2.25	\$ 130.01	1920	\$ 249,629
PM 3	\$ 109,265	\$ 52.53	2.25	\$ 118.20	1920	\$ 226,935
PM 4	\$ 98,339	\$ 47.28	2.25	\$ 106.38	1920	\$ 204,242
PM 5	\$ 98,339	\$ 47.28	2.25	\$ 106.38	1920	\$ 204,242
PM 6 School Choice Projects	\$ 98,339	\$ 47.28	2.25	\$ 106.38	1920	\$ 204,242
PM 7 Music Program	\$ 98,339	\$ 47.28	2.25	\$ 106.38	1920	\$ 204,242
Document Control	\$ 56,818	\$ 27.32	2.25	\$ 61.46	1920	\$ 118,006
Project Controls Coordinator	\$ 76,486	\$ 36.77	2.25	\$ 82.74	1920	\$ 158,855
Outreach Monitor	\$ 74,300	\$ 35.72	2.25	\$ 80.37	480	\$ 38,579
Scheduler	\$ 98,339	\$ 47.28	2.25	\$ 106.38	960	\$ 102,121
Design Reviewers	\$ 85,280	\$ 41.00	2.25	\$ 92.25	1920	\$ 177,120
Program Safety Coordinator	\$ 98,339	\$ 47.28	2.25	\$ 106.38	192	\$ 20,424
Specification/Guidelines	\$ 102,709	\$ 49.38	2.25	\$ 111.10	192	\$ 21,332
PMIS Coordinator	\$ 91,783	\$ 44.13	2.25	\$ 99.28	480	\$ 47,656
Student Intern Program (2)	\$ 32,780	\$ 15.76	2.25	\$ 35.46	960	\$ 34,040
Sr. Management Overview	\$ 196,677	\$ 94.56	2.25	\$ 212.75	48	\$ 10,212
Sr. Management Overview	\$ 196,677	\$ 94.56	2.25	\$ 212.75	48	\$ 10,212
Principal in Charge/Launch	\$ 196,677	\$ 94.56	2.25	\$ 212.75	96	\$ 20,424
Program Launch Team 1	\$ 196,677	\$ 94.56	2.25	\$ 212.75	0	\$ -
Program Launch Team 2	\$ 196,677	\$ 94.56	2.25	\$ 212.75	0	\$ -
Design Criteria Packages Labor Budget	Varies	Varies	2.25	Varies	Varies	\$ 1,412,040
Commissioning Labor Budget	Varies	Varies	2.25	Varies	Varies	\$ 706,020

Labor \$ 4,792,373

Reimbursable Expenses Call Phones, Travel, Local Mileage, Printing, Mail, Relocation, Equipment, Supplies Reimbursable Expenses \$ 82,410

Estimated Total \$ 4,874,783

Year 3 Not-to-Exceed \$ 4,980,000

REIMBURSABLE EXPENSES

	Year 1 basis				Year 1	Year 2	Year 3	Total
	Qty	Unit \$	\$/mo	# of mo				
Truck N/A	-	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cell Phone	11	\$ 125	\$ 1,375	\$ 12	\$ 16,500	\$ 12,000	\$ 12,300	\$ 40,800
Travel - Other	1	\$ 2,000	\$ 2,000	\$ 12	\$ 35,000	\$ 18,000	\$ 18,450	\$ 71,450
Copier SBBC	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel - Mileage	15	\$ 350	\$ 5,250	\$ 12	\$ 63,000	\$ 33,600	\$ 34,440	\$ 131,040
Printing	1	\$ 700	\$ 700	\$ 12	\$ 8,400	\$ 6,000	\$ 6,150	\$ 20,550
Long Dista SBBC	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overnight Mail	1	\$ 250	\$ 250	\$ 12	\$ 3,000	\$ 3,000	\$ 3,075	\$ 9,075
Regular Mail	1	\$ 200	\$ 200	\$ 12	\$ 2,400	\$ 2,400	\$ 2,460	\$ 7,260
Misc	1	\$ 300	\$ 300	\$ 12	\$ 3,600	\$ 3,000	\$ 3,075	\$ 9,675
					\$ 131,900	\$ 78,000	\$ 79,950	\$ 289,850
Safety Supplies	1	\$ 100	\$ 100	\$ 12	\$ 3,600	\$ 1,200	\$ 1,230	\$ 6,030
Small Tools/Consumal	1	\$ 100	\$ 100	\$ 12	\$ 11,100	\$ 1,200	\$ 1,230	\$ 13,530
Computers	14	\$ 5,000	\$ 70,000	\$ 1	\$ 70,000	\$ -	\$ -	\$ 70,000
Relocation	1	\$ 40,000	\$ 40,000	\$ 1	\$ 40,000	\$ -	\$ -	\$ 40,000
					\$ 124,700	\$ 2,400	\$ 2,460	\$ 129,560
TOTAL EXPENSES					\$ 256,600	\$ 80,400	\$ 82,410	\$ 419,410

Cost Proposal
Project Information and Assumptions

Project information	Full Program	Split Program
1 Value of 2015 Projects	\$134.4M	\$67.2M
2 No. of Projects/Schools listed for 2015	107	53
3 Biggest Project	\$14.8M	\$14.8M
4 Average Project Size	\$1.23M	\$1.23M
5 Number of \$100K Projects	29	14
6 Average Project Size w/o Small Projects	\$1.69M	\$1.69M

Assumptions

1	Each PM will handle project through all phases	
2	Ave Number of Projects Grouped into a Design/Construction Package	4
3	Max Package Size per typical PM - concurrent	\$15.0M
4	Max Package Count per typical PM - concurrent	4
5	Project Duration in Months - average	
	< \$200K	6
	> \$200K and < \$1.0M	8
	> \$1.0M and < \$5.0M	10
	> \$5.0M	12
6	Project Mix for typical PM	
	< \$200K	
	> \$200K and < \$1.0M	2
	> \$1.0M and < \$5.0M	1
	> \$5.0M	1
7	Expected Number of PMs Required	5
8	Max Number of PMs Required	8
9	All estimating will be performed by the Program Controls consultant.	

Cost/Program Controls Agreement



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

ITEM No.:
EE-5.

MEETING DATE	Sep 16 2015 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

TITLE:
Recommendation of \$500,000 or Greater - 15-114C - Program Manager/Cost and Program Controls Services

REQUESTED ACTION:
Approve the recommendation to award the above RFP. Contract Term: September 17, 2015, through September 16, 2018, 3 Years;
User Department: Facilities Office; Award Amount: \$6,456,073; Awarded Vendor(s): Atkins North America, Inc.; M/WBE Participation: (See page 3 of Executive Summary)

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida, received three (3) proposals in response to RFP 15-114C - Program Manager/Cost and Program Controls Services. This request is to recommend award to Atkins North America, Inc., to provide Cost and Program Controls Services. A copy of the RFP documents are available online at: <http://www.broward.k12.fl.us/supply/agenda/15-114C-Supporting-Documentation.pdf>
A copy of the complete RFP documents are available at the School Board members' office on the 14th floor of the K.C. Wright Administration Center.

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

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

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$6,456,073 for the initial three (3) year period. The funding source will come from Capital Funding. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Supporting Documentation (4) Recommendation Tabulation

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Jeffrey Moquin	Phone: 754-321-2650
Name: Ruby Crenshaw	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
Friday, September 04, 2015 6:53:19 PM

Approved In Open Board Meeting On: SEP 16 2015
By: *Donna Kohn*
School Board Chair

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Greater 15-114C – Program Manager/Cost and Program Controls Services

This request is to approve the recommendation to award RFP 15-114C, Program Manager/Cost and Program Controls Services to Atkins North America, Inc., for a 3-year contract term effective September 17, 2015, through September 16, 2018, for a total award amount not to exceed \$6,456,073.

OBJECTIVE

The role of the Cost and Program Controls Manager (CPCM) is to manage all control systems for all capital projects as proposed as part of the 2014 General Obligation Bond (GOB) referendum. The CPCM, in its management of the District's control systems, acts as the District's representative and actively seeks to identify issues and resolve issues. Where issues cannot be resolved by the CPCM, the CPCM's responsibility as the manager of controls is to provide options to District's Facilities Office for review and direction. Capital projects include those currently proposed within the GOB additional projects identified during the term of the contract, and a variety of planning and assessment services as required by the District to develop and execute an effective capital program.

The Program is planned at over \$900M and is expected to be executed from 2015 through 2019, with some projects' construction and/or close out extending into 2021. The CPCM will be expected to manage the controls systems for the projects that comprise this Program and provide related capital planning services to holistically address the needs of the District's portfolio of facilities.

PROCUREMENT PROCESS

Three (3) firms responded to this RFP 15-114C Program Manager/Cost and Program Controls Services. The firms responding were:

- Atkins North America, Inc.
- Heery International, Inc.
- Skanska USA Building Inc.

**Recommendation of \$500,000 or Greater
15-114C – Program Manager/Cost and Program Controls Services
September 16, 2015 Board Agenda**

PROCUREMENT PROCESS

The following timeline has been provided to describe the procurement process during the past four (4) months for RFP 15-114C Program Manager/Cost and Program Controls Services:

Timeline	
Date	Procurement Process
April 13, 2015	RFP Advertised on Demand Star
April 14, 2015	Addendum No. 1 Issued
April 15, 2015	RFP Advertised in Miami Herald
April 17, 2015	Non-Mandatory Proposer's Conference
April 22, 2015	Addendum No. 2 Issued
April 22, 2015	Addendum No. 3 Issued
April 28, 2015	Addendum No. 4 Issued
May 15, 2015	Addendum No. 5 Issued
May 11, 2015	Proposals Due – Five (5) Proposals Received
May 14, 2015	Addendum No. 6 Issued
May 17, 2015	Advertisement of 1st Evaluation Committee Meeting – Sun-Sentinel
June 2, 2015	1 st Evaluation Meeting held*
June 8, 2015	Interviews were held with top three firms: Atkins, North America, Inc.; Heery International, Inc.; and Skanska USA Building Inc.
June 9, 2015	Recommendation Tabulation was posted postponing recommendation of award until June 11, 2015
June 11, 2015	Recommendation Tabulation was posted postponing recommendation of award until June 16, 2015
June 16, 2015	Special Meeting for Evaluation Committee held* Skanska ranked highest respondent
June 17, 2015	Skanska issued memo selecting award**
July 5, 2015	Advertisement of Special Meeting to Reconvene Evaluation Committee
July 9, 2015	Special Meeting held to reconvene the Evaluation Committee

* An allegation was made that there was a potential violation of the Sunshine Law during the evaluation process held on June 2, 2015, and June 8, 2015. In an abundance of caution, the committee conducted a special meeting to ensure compliance with the Sunshine Law. With the guidance of our Legal department, a special evaluation meeting was held to ensure all laws were adhered to.

Recommendation of \$500,000 or Greater
15-114C – Program Manager/Cost and Program Controls Services
September 16, 2015 Board Agenda

The special meeting involved staff redoing the entire evaluation process. The meeting was noticed and recorded as required by Sunshine Law, Section 1001.372 and 286.011 of the Florida Statutes. The outcome of the scores for this RFP changed. Skanska ranked the highest respondent.

** Skanska ranked the highest respondent in both RFPs (RFP 15-115C - Owner's Representative Services and RFP 15-114C – Cost and Program Controls Services). Both RFPs indicate the District's intention to create separate roles and responsibilities in the management of the SMART program through the solicitations for Owner's Representative and Cost and Program Controls Services. As such, the District seeks to avoid the actual or perceived conflict of a consultant managing projects while also providing the controls oversight function on those same projects. Therefore, Skanska was given the opportunity to select the services to provide to the District. Skanska selected the Owner's Representative Services award (see Skanska memo dated June 16, 2015). As a result, the Evaluation Committee reconvened and voted to select the next highest ranking vendor, Atkins North America, Inc., for award.

M/WBE PARTICIPATION

Atkins North America, Inc., will provide M/WBE participation during its performance of services under this Agreement by using two (2) M/WBE certified vendors:

- Construction Management Services, Inc. (African American Male) – 40 Percent
- Absolute Civil Engineering Solutions, LLC (Caucasian Female) – 5 Percent

**Recommendation of \$500,000 or Greater
15-114C – Program Manager/Cost and Program Controls Services
September 16, 2015 Board Agenda**

DOCUMENTS

A copy of the following documents for RFP 15-114C, Program Manager/Cost and Program Controls Services, are available at the Board Members’ office on the 14th floor of the K.C. Wright Administration Center and online at:

<http://www.broward.k12.fl.us/supply/agenda/15-114C-Supporting-Documentation.pdf>

Documents	
Title	Date
RFP 15-114C The RFP Document and Addendums 1-6 can be viewed online at: http://www.broward.k12.fl.us/supply/agenda/15-114C-Request-for-Proposal.pdf	
Agenda – Non-Mandatory Proposers’ Conference	April 17, 2015
Sign-In Sheet for Proposers Conference	April 17, 2015
Advertisement of Evaluation Committee Meeting	May 17, 2015
Evaluation Committee Meeting Agenda/Roll Call*	June 2, 2015
Sign-In Sheets for Evaluation Committee Meeting	June 2, 2015
Scoring Sheets – Part I	June 2, 2015
Evaluation Committee Meeting Minutes	June 2, 2015
Evaluation Committee Meeting Interview Agenda/Roll Call*	June 8, 2015
Scoring Sheets – Part II	June 8, 2015
Final Scores	June 9, 2015
Skanska Memo of Selection	June 17, 2015
Recommended Vendor Proposal Atkins North America’s Proposal can be viewed online at: http://www.broward.k12.fl.us/supply/agenda/15-114C-Proposal-Atkins-North-America-Inc.pdf	

*Audio recordings are available upon request.

The recordings of past Program Manager Evaluation Committee meetings are available online at:
<https://becon223.eduvision.tv/Default.aspx?q=d0F7gPKK.lcdZXDwQ3eblrQ%253d%253d>

NOTE: RFP 15-115C, Program Manager/Owner’s Representative Services, was awarded at the Regular School Board Meeting on August 18, 2015, as item EE-5, to Heery International, Inc.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 10th day of September, 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

By Donna Korn
Donna P. Korn, Chair

ATTEST

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

Approved as to Form and Legal Content:

Nathaniel Lopez 9-1-15
Office of the General Counsel



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

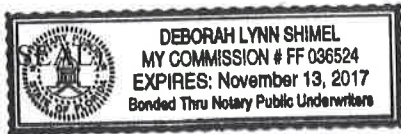
The foregoing instrument was acknowledged before me this 28th day of August, 2015 by David J. Carter of Atkins North America, Inc. Name of Person, on behalf of the corporation/agency. Name of Corporation or Agency

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

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

6.4.4 Cost Proposal - Fee Schedule
NOT TO EXCEED TOTALS

ATTACHMENT A



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	EPCM 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	\$572,745
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 (Zedah 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	\$191,520	\$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	\$18,344	\$9,072	\$57,656
16	Risk Management and Market Analysis Support	Atkins	\$15,876	\$10,584	\$7,056	\$33,516
17	BCPS Student Internship Program (TBAD)	BCPS/CMS	\$20,286	\$20,286	\$20,286	\$60,858
			\$2,138,371	\$1,970,539	\$1,875,787	\$5,984,698
			SUBTOTAL BASE CONTRACT (YEARS 1-3)			\$5,984,698
			Reimbursable Expenses: (badging, reproduction, pre approved travel / lodging (e.g. for VE study), pre-approved special software, etc.)			\$54,000
			TOTAL BASE NOT TO EXCEED AMOUNT			\$6,038,698

	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		\$143,185
	\$277,200	\$138,600		\$415,800
	\$47,880	\$0		\$47,880
	\$100,800	\$100,800		\$201,600
	\$5,670	\$5,670		\$11,340
	\$37,136	\$17,136		\$54,272
	\$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
	SUBTOTAL OPTION (YEARS 4-5)			\$2,803,487
	TOTAL OPTION NOT TO EXCEED AMOUNT			\$2,821,487

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



No.	Position(s)	Scope Assignments	Contract Multiplier		Assumed Office Location	Base Contract (Years 1 - 3)												TOTAL BASE CONTRACT (YEARS 1-3)
			Company	Multiplier		Years 1-3 Billing 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				
1	Principal in Charge/Program Advisor	Support to CPCLM Lead; providing resources; response to any issues; support to Processes and Procedures	Atkins/CMS	Office	Home Office	\$85.00	\$214.20	200	\$42,840	120	\$25,704	120	\$25,704	440	\$94,248			
2	CPCLM Lead (Adrian Vieira)	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	2000	\$327,600	6000	\$982,800			
3	Cost Estimating Lead/OR Coordinator (Dan Jeffrey)	Liaison with Owner's Reps; Budgeting and Cost Control; Cost Estimating; Cash Flow and Funding Source Mgmt Support	CMS	Field	CMS	\$37.68	\$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 Reps; Schedule Controls; Cash Flow and Funding Source Mgmt	Atkins	Field	SBBC	\$50.00	\$126.00	2000	\$252,000	2000	\$252,000	2000	\$252,000	6000	\$756,000			
5	Cost Estimator (Bernesh Talwal)	Cost Estimating; Change Management	CMS	Field	CMS	\$43.56	\$108.77	2000	\$219,542	2000	\$219,542	2000	\$219,542	6000	\$658,627			
6	Cost Estimator / Scheduler (Elizabeth McKeon)	Budget and Cost Control Process; Cost Estimating	CMS	Field	CMS	\$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	SBBC	\$37.88	\$95.46	2000	\$190,915	2000	\$190,915	2000	\$190,915	6000	\$572,746			
8	Senior Software Developer (Jim Bernstein)	Support to all other technology and systems elements of the scope	Atkins	Field	SBBC	\$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	SBBC	\$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	SBBC	\$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	ACES	\$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	Home 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	Home 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	Home 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	Home 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	Home 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	SBBC	\$8.05	\$20.29	1000	\$20,286	1000	\$20,286	1000	\$20,286	3000	\$60,858			
						\$2,138,371	18,800	20,300	\$2,138,371	18,800	\$1,970,539	18,140	\$1,875,287	57,340	\$5,984,698			
Reimbursable Expenses:						SUBTOTAL BASE CONTRACT (YEARS 1-3)						No. of Years (Base)						
Reimbursable Expenses: (lodging, reproductions, pre-approved travel / lodging (e.g. for VE study), pre-approved special software, etc.)						Cost/mo.						No. of Months						
						\$1,500.00						12		3				
												SUBTOTAL BASE CONTRACT (YEARS 1-3)		TOTAL BASE NOT TO EXCEED AMOUNT				
														\$54,000				
														\$6,038,698				

Cost Proposal Assumptions
 Team staff will be supplied with Atkins (and subcontractors) provided computers and cell phone with industry standard scheduling and cost estimating software
 Fee includes lease and furniture costs, assumes SBBC will provide office space and furniture
 CMS staff will be based 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

No.	Position(s)	Scope Assignments	Contract Multiplier		Assumed Office Location	Years 4-5 Hourly Rate	Years 4-5 Billing Rate	Hours Year 4	4th Year Cost	Hours Year 5	5th Year Cost	TOTAL HOURS	TOTAL OPTION CONTRACT (YEARS 4-5)
			Company	Multiplicator									
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	\$83.00	\$214.20	120	\$25,704	120	\$25,704	240	\$51,408
2	CPCM Lead (Adrian Vera)	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 (Dawn Jeffries)	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 (George Suarez)	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 (Zedah Mielkowitz)	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)	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	\$31,112
17	BCPS Student Internship Program (TBD)	General program support; including document management	BCPS/CMS	Field	SBBC	\$8.05	\$20.29	1000	\$20,296	1000	\$20,296	2000	\$40,572
Reimbursable Expenses:						14,960	\$1,586,188	11,950	\$1,239,238	25,920	\$2,803,487		\$2,803,487
SUBTOTAL OPTION (YEARS 4-5)						Cost/mo.	No. of Months	SUBTOTAL OPTION (YEARS 4-5)		No. of Years (Option)			
						\$750.00	12			2			
						TOTAL OPTION NOT TO EXCEED AMOUNT						\$2,821,487	

Cost Proposal Assumptions
Team staff will be supplied with Atkins (and subcontractors) 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

ATTACHMENT D

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

One-Time Implementation & Development Services

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

Optional Items

Item	Price
e-Builder Enterprise Bidding Module	\$4,350
e-Builder Enterprise Planning Module	\$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
Total Year 1 Investment	\$251,295



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
Project Kickoff & Discovery		
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
Project Design & Requirements		
Solution Document	Included	Requirements & Solution Design
Project Configuration & Testing		
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
Project Training & Adoption		
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

[This page intentionally left blank]

E-Builder Project Plan

[This page intentionally left blank]

ID	Task Name	Duration	Start	October	November	December	January	February	March
0	Broward County Schools Plan (High Level)	92 days	Mon 10/26/15						
1	Kickoff	3 days	Mon 10/26/15						
2	Internal	1 day	Mon 10/26/15						
3	External	1 day	Wed 10/28/15						
4	Discovery	18 days	Fri 10/30/15						
5	Call #1 - Overview	1 day	Fri 10/30/15						
6	Call #2 - Project Roles/Security	1 day	Tue 11/3/15						
7	Call #3 - Document/Folders	1 day	Thu 11/5/15						
8	Call #4 - Workflow	1 day	Mon 11/9/15						
9	Call #5 - Workflow	1 day	Wed 11/11/15						
10	Call #6 - Bidding	1 day	Fri 11/13/15						
11	Call #7 - Planning	1 day	Tue 11/17/15						
12	Call #8 - Cost	1 day	Fri 11/20/15						
13	Call #9 - Schedule, Reports & Dashboards	1 day	Tue 11/24/15						
14	Design	39 days	Wed 11/25/15						
15	On-site Design - Prep	3 days	Wed 11/25/15						
16	Core Modules	10 days	Tue 12/1/15						
17	Onsite Process Design Sessions	10 days	Tue 12/1/15						
18	Structure Workflows (Processes)	10 days	Tue 12/22/15						
19	Onsite Process Design Sessions	10 days	Tue 12/22/15						
20	Solutions Requirements Document	8 days	Thu 1/7/16						
21	Creation, Refinement and Signoff of Solutions Document	8 days	Thu 1/7/16						
22	Adoption Plan Finalized	1 day	Tue 12/15/15						
23	System Configuration	10 days	Tue 1/19/16						
24	System Configuration	10 days	Tue 1/19/16						
25	Configuration Testing	3 days	Tue 1/19/16						
26	Configuration Walkthrough	1 day	Fri 1/22/16						
27	Training	21 days	Tue 2/2/16						
28	Create Training Documentation	4 days	Tue 2/2/16						
29	Conduct On-site Admin Training	3 days	Mon 2/8/16						
30	Conduct On-site User Training (multiple sessions)	10 days	Thu 2/11/16						
31	"GO LIVE"	0 days	Wed 2/24/16						
32	Post Go Live Onsite Support	4 days	Thu 2/25/16						



■ Duration-only
■ Manual Summary Rollup
■ Manual Summary
■ Start-only
■ Finish-only

■ Inactive Task
■ Inactive Milestone
■ Inactive Summary
■ Manual Task

Project: Broward County Schools Plan
 Date: Thu 10/8/15

[This page intentionally left blank]

Sample Project Charter



ADEFP & SMART PROJECT CHARTER



School Name STRANAHAN SENIOR HIGH SCHOOL
Project Name GOB Renovations
Project Address 1800 SW 5th Place, Fort Lauderdale, FL 33312

Charter Meeting Date & Time 9/22/15 @ 10:00 AM
Project Number P-001683
Version Final

Campus Stakeholders					
Title	Name	Functional Area	Email	Phone	Note
Principal	Deborah Owens	School	deborahowens@browardschools.com	754-323-2100	
Administrator	Elvin Hazzell	School	el.hazzell@browardschools.com	754-323-2100	
STEM Lab Specialist	Alice Thurston	Instructional	alice.thurston@browardschools.com	754-323-2131	
STEM Lab Specialist	Gabriel Andrews	Instructional	gabriel.andrews@browardschools.com	754-323-2100	
Media Center Specialist	Janice Brim	Instructional	janice.brim@browardschools.com	754-323-2210	
Athletic Director	Jennifer Hamilton	Athletics	jennifer.hamilton@browardschools.com	754-323-2100	Weight Room/Track
Facilities Service Person	Charles McClure	School	charles.mcclure@browardschools.com	754-323-2100	
Student Intern Contact/Coordinator	Juan Formoso	School	juan.formoso@browardschools.com	754 323 2112	
Student Intern	Leila Jerome	School	Contact Juan Formoso	Contact Juan Formoso	
Student Intern	Nathan Moulton	School	Contact Juan Formoso	Contact Juan Formoso	
Student Intern	Pierre Grant	School	Contact Juan Formoso	Contact Juan Formoso	
Student Intern	Mario Huayamave	School	Contact Juan Formoso	Contact Juan Formoso	
Parent	DeBarris James	Community	DeBarrisj@gmail.com	954-709-6301	

District Stakeholders					
Title	Name	Functional Area	Email	Phone	Note
Chief of Staff	Jeff Moquin	Superintendent's Office	jeffrey.moquin@browardschools.com	754-321-2650	
Chief Facilities Officer	TBD	CIP/ Office of Fac. & Const.	TBD	TBD	
Director Pre-Construction	Shelley Meloni	CIP/ Office of Fac. & Const.	shelley.meloni@browardschools.com	754-321-1515	
Senior Project Manager	Sonja Coley	CIP/ Office of Fac. & Const.	sonja.coley@browardschools.com	754-321-1520	
Project Manager III	Gregory Boardman	CIP/ Office of Fac. & Const.	gregory.boardman@browardschools.com	754-321-1512	
Director	Sam Bays	PPO	sam.bays@browardschools.com	754-321-4634	
Manager	Ron DiCurcio	PPO Zone 2	Ron.dicurcio@browardschools.com	754-321-1450	
Manager	Kurt Wirz	PPO District Trades	kurt.wirz@browardschools.com	754-321-4664	
Manager I	Roy Norton	PPO Custodial/Grounds	roy.norton@browardschools.com	754-321-4316	
Manager	Robert Jindrcek	ENM Environmental Conservation	robert.jindrcek@browardschools.com	754-321-4756	Utility Management
Roofing - Supervisor I	Bob Crawford	PPO	robert.crawford@browardschools.com	754-321-4600	Roofing Specs
Inspector/Plan Reviewer	M.L. Rouco	Buildings Department	mlrouco@browardschools.com	754-321-4800	Roofing Inspections
Director & Chief Fire Official	TBD	EHS	TBD	754-321-4200	
Coordinator, LEA	Robert Krickovich	EHS	robert.krickovich@browardschools.com	754-321-4204	AHERA
Director	TBD	OSPA	TBD	TBD	
Systems Analyst III	Brenda Akins	Information Technology	brenda.akers@browardschools.com	754-321-0339	
Assistant Building Official	Ronald Morgan	Buildings Department	ronald.morgan@browardschools.com	754-321-4803	
Director	Aston Henry	Risk Management	aston.henry@browardschools.com	754-321-1901	
Chief Academic Officer	Daniel Gohl	Academics	daniel.gohl@browardschools.com	754-321-2618	STEM Labs
Curriculum Supervisor	Lynne Oakvik	Library Media	lynne.oakvik@browardschools.com	754-321-2620	
Purchasing Agent	Ian Superville	Procurement	ian.superville@browardschools.com	754-321-0541	
Capital Payment Supervisor	Pamela Norwood	Capital Budget Department	pamela.norwood@browardschools.com	754-321-2088	
Data Entry Operator I	Kellie Tinnerman	CIP/ Office of Fac. & Const.	ktinnerman@browardschools.com	754-321-1510	
Supervisor	Angel Aviles	PPO Custodial/Grounds	araviles@browardschools.com	754-321-1514	ADA Specialist

Needs Statement	Provide ADA, Safety & Security, Athletic, Renovations and Technology improvements per the Adopted District Educational Facilities Plan and SMART Program. Final scope will be dependant on cost estimates and funding.	Adopted DEFP-SMART Program (Board Approval 9-08-15)	2014 FCA Details
------------------------	--	---	----------------------------------

Objectives
To clearly define scope, schedule, cost, budget and the project management plan to obtain buy-in from the Stakeholders for the project to commence.
The project's scope aligns with District strategic priorities that improves ADA accessibility, improves safety & security, restores integrity of the building envelope (roofing), replaces equipment (HVAC & controls; Electrical switch gear & panels) that have reached end of reliable service, renovations that will improve educational program offerings and technology infrastructure upgrades including additional computers.
To thoroughly plan the work to allow normal school activities to continue without interruption with a focus on safety and completing work as soon as possible.
To capitalize on 2016 Summer break and 2017 Summer break to complete portions of scope when students are not on campus.

Scope	
<p>Included (Managed by Heery):</p> <ul style="list-style-type: none"> Replace non-ADA compliant concrete ramps Provide aluminum canopies (Over ADA Ramps) Provide Single Point of Entry Provide Fire Sprinklers for Non-Protected Buildings Replace Fire Alarm System Weight Room Renovations (Flooring; Paint; Replace Old/Unsafe Equipment; Equip. Layout) Roof and Loggias (Canopies) Replacements STEM Lab Improvements School Choice Enhancement(s) Media Center Improvements (Including structural repairs of flooring as needed) HVAC Improvements Electrical Improvements 	<p>Included (Managed by Others):</p> <ul style="list-style-type: none"> Track Resurfacing & Correction of Perimeter Safety Concerns CAT 6 Data Port Upgrade Wireless Network Upgrade Additional Computers to Close Computer Gap Technology Infrastructure Upgrades (Servers; Racks; etc.) <p>Excluded:</p> <ul style="list-style-type: none"> Remaining Unfunded Needs Identified in the 2014 Facility Condition Assessment Provide ADA ramp to allow access to the Gymnasium near the ticket window Provide bleachers and fencing for track Provide teaching station(s) in Cullinary Arts Lab (FISH 188G) Replace Cafeteria Provide new canopy for bus drop off loop

Project Charter Key Milestones		
DESCRIPTION	DATE	DELIVERABLES
Receive District Scope Documents	9/8/2015	Dist. Educational Facilities Plan & 2014 FCA Details
Site Visit With Design Criteria Professionals	9/8/2015	Confirm Needs Defined In Scope Documents
Project Charter Meeting	9/22/2015	Identify The Limits And Scope Of The Project
Identify Fast-Track (Break-Out) Scope Item(s)	10/2/2015	Updated Delivery Method(s)
Design-Build Source Document	10/30/2015	Design Criteria Package (DCP)
Request Board Approval To Issue Design-Build RFQ/RFP	Dec. 2015	Board Item
Request Board Approval To Issue Contract To Design-Build Team	Mar. 2016	Board Item
Issue Project Management Plan (PMP)	Mar. 2016	PMP Key Milestone Schedule



ADEFP & SMART PROJECT CHARTER



School Name STRANAHAN SENIOR HIGH SCHOOL
Project Name GOB Renovations
Project Address 1800 SW 5th Place, Fort Lauderdale, FL 33312

Charter Meeting Date & Time 9/22/15 @ 10:00 AM
Project Number P-001683
Version Final

Delivery	Method	Pace	Complexity	Human Resources
	Design-Build	Time Critical	Campus	Medium

Resources	Name	Title	Email	Phone	Note
Program Manager/Owner's Rep	Robert Corbin	Program Director	rcorbin@heery.com	843-513-0149	Heery
Program Manager/Owner's Rep	John Dobbs	Project Manager	jdobbs@heery.com	904-755-0525	Heery
Program Manager/Owner's Rep	Marleine Ghaby	School Choice Project Manager	Mghaby@CORRADINO.com	786-266-1889	Heery
Program Manager/Owner's Rep	Fernando Gavarrete AIA	Design Criteria Manager	fgavarre@heery.com	305-514-3111	Heery
Program Manager/Owner's Rep	Austin P'Pool	Safety Manager	apool@CORRADINO.com	706-414-9221	Heery
Program Manager/Owner's Rep	TBD	Cx Manager	TBD	TBD	Heery
Program Manager/Owner's Rep	TBD	Cx Agent	TBD	TBD	Heery
Design-Build Professional	TBD	TBD	TBD	TBD	
Design-Build Contractor	TBD	TBD	TBD	TBD	

Financial	Source 1	Source 2	Source 3	Source 4	Total
Approved Funds	\$350,000	\$15,630,000			\$15,980,000
Fund Source	ADEFP	SMART			

Assumptions and Risks					
	Site Access - Time & Day	Site Access - Space	Scope of Work	Materials and Equipment	Academic Testing
Assumptions	Work performed during the summer break may be executed M-F between 8am-5pm	Summer work will allow full building access	Based on 2014 Jacobs FCA and ADEFP	Will be new and in accordance with SBBC requirements	No contractor work to occur during academic testing
	Work performed during in session may be executed M-F between 4pm-12am	In session work will require daily clean-up prior to return of students/staff	Provide management oversight to prevent scope creep	Will meet all code and local agency requirements	
			AHERA pre-renovation survey		
Constraints & Dependencies	Will require campus to grant access	Student, staff and visitor safety	Building codes, laws and ordinances	Limited area for the contractor to store materials and equipment	School to provide dates
		Work areas will require protection of existing finishes and furnishings	SBBC Design Guidelines and Specifications	Long lead items	
			Additional destructive testing will be required to confirm scope		
			Cost estimate to confirm scope is within budget		
Risk	In session work executed M-F between 4pm-12am has increased cost	Injury to students, staff and/or visitors	Scope may exceed Board approved budget	Theft and vandalism	Reduced academic test results
	Scope will take longer to complete due to phasing	Damage to existing finishes and/or theft of furnishings	Unforeseen conditions including abatement, correction of IAQ and mold remediation	Material and equipment delivery times could result in delays	
	Phasing will result in increase project costs				
Corrective Measures	Develop Project Management Plan (PMP) to efficiently expedite scope	Require D-B to furnish student, staff and visitor safety plan	Scope adjustments	Contractor shall providing a secure area to store materials and equipment	Front end documents shall not allow work to occur during testing periods
	Coordinate with campus well in advance of commencement of work	Document condition of finishes and furnishings prior to commencing with work	Change Orders	Contractor shall secure buildings to prevent vandalism	
	Use multiple crews to expedite work		Project and/or Program Contingency funds	D-B team to order long-lead items following GMP	

Communication					
	Meetings		Reporting		
	Frequency	Lead	Frequency	Lead	
Pre-Construction	Biweekly	Project Manager	Design Progress	Biweekly	Program Controls
Construction	Weekly	Project Manager	Construction Progress	Weekly	Program Controls
Close Out	Biweekly	Project Manager	Evaluations	Key Milestones	Chief Facilities Officer
Warranty	6 month & 11 month	Project Manager	Other		

Project Charter Approval:

The signatures of the people below document approval of the formal Project Charter. The project manager is empowered by this charter to proceed with the project as outlined above.

<p>Deborah Owens Principal of Stranahan SHS</p>	<hr style="border: 0; border-top: 1px solid black;"/> Signature	<hr style="border: 0; border-top: 1px solid black;"/> Date
<p>Shelley Meloni Director Pre-Construction</p>	<hr style="border: 0; border-top: 1px solid black;"/> Signature	<hr style="border: 0; border-top: 1px solid black;"/> Date
<p>Sam Bays Director PPO</p>	<hr style="border: 0; border-top: 1px solid black;"/> Signature	<hr style="border: 0; border-top: 1px solid black;"/> Date
<p>Robert Corbin Heery Program Director</p>	<hr style="border: 0; border-top: 1px solid black;"/> Signature	<hr style="border: 0; border-top: 1px solid black;"/> Date
<p>Jeff Moquin Chief of Staff/Project Sponsor</p>	<hr style="border: 0; border-top: 1px solid black;"/> Signature	<hr style="border: 0; border-top: 1px solid black;"/> Date