

# (ATTACHMENT 18) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR021464

Contract Number: C024922

Vendor Number: V013483

## MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT FIRST EXTENSION & MODIFICATION

On May 1, 2016, the Milwaukee Board of School Directors ("MPS") and Dunbar Armored, Inc. ("Contractor") entered into Professional Services Contract number C024922 ("Contract") with a term of July 1, 2016 through June 30, 2017. The Contract, (¶ 2), provided for two additional one-year extensions upon mutual written consent of the parties and in consideration of the performance metrics listed therein. Based on the Contractor's achievement of those performance metrics, the parties now mutually agree to extend the Contract for the first additional one-year term.

As such, the Contract will be extended for a second term, from July 1, 2017 through June 30, 2018 ("Year 2"), under the same terms and conditions as set forth in the Contract, except as specifically set forth below.

The amount to be encumbered on the Contract shall not exceed \$65,000.00 in Year 2.

In accordance with ¶ 20 of the Contract, the parties modify those terms and conditions identified below.

### MODIFIED TERMS:

1. Paragraph 1 is modified as follows: the provision, "Contractor will be required to provide these services all weeks when a schedule school is in session, approximately September 1 through mid-June, exclusive of winter and spring breaks. Service for year-round schools (as designated in Exhibit 1), will begin approximately August 1. Service will also be required at certain schools that have summer camps during the months of June through August. When a national or school holiday falls on a Thursday or Friday, pick-ups are to be made on the business day prior to the holiday, unless a different schedule is arranged with the Office of Finance. Contractor will be provided an official school calendar with sufficient lead times to plan pick-ups in advance," is deleted in its entirety and replaced with, "Contractor will be required to provide these services all weeks when a scheduled school is in session, approximately August 15 through mid-June, exclusive of winter and spring breaks. Service will also be required at certain schools that have summer camps during the months of June through August. When a national holiday falls on a Thursday or Friday, pickups are to be made on the business day prior to the holiday, unless a different schedule is arranged with the Office of Finance. Contractor will be provided an official school calendar with sufficient lead times to plan pick-ups in advance."
2. Paragraph 8 of the Contract is deleted in its entirety and replaced with the following:  

"Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

	Statutory Limits
Workers' Compensation	
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract."

CONTRACTOR

By: Seth McElroy  
Seth McElroy  
SVP Administration  
Date: 6-27-17

Dunbar Armored, Inc.  
P.O. Box 64115  
Baltimore, MD 21264-4115  
(414) 527-6080

Tax ID: XXXXXXXXXX

Budget code(s): FSC-0-0-BSF-DW-EGSV

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: Kari H. Race  
Kari H. Race, J.D., Acting Director  
Procurement & Risk Management

Date: 06/28/17

By: Darienne B. Driver  
Darienne B. Driver, Ed.D.  
Superintendent of Schools

Date: 7/6/17

By: Mark A. Sain  
Mark A. Sain, President  
Milwaukee Board of School Directors

Date: 7-18-17

Board Approval Date: 5/25/17

Reviewed By: Shirlean Clayton  
Risk Management

Date: 9/20/17