

**EXECUTIVE SUMMARY**

**Amendment to Professional Services Agreements  
Multiple Design and Engineering Consultants  
SMART Program Renovations**

**PROJECT OVERVIEW:**

<b>Type of Contract:</b>	<b>Professional Services Agreements</b>
<b>Project Consultant:</b>	<b>Multiple Design Professionals</b>
<b>Notice to Proceed Date:</b>	<b>Pending Board Approval</b>
<b>Budget:</b>	<b>See Below</b>

**GENERAL OVERVIEW:**

**Background:**

Professional Services Agreements (PSA) have been approved and executed under the SMART Program since June 21, 2016. Since then, there have been four (4) versions approved and executed. The below attached table illustrates the Designers currently under contract for each of the versions (V1, V2, V3, and V4) and the totality of the PSAs that are being amended by this action.

<b>DESIGNER</b>	<b>NOV 30, 2015 Version 1 (V1)</b>	<b>MAY 11, 2016 Version 2 (V2)</b>	<b>MAR 01, 2017 Version 3 (V3)</b>	<b>AUG 28, 2017 Version 4 (V4)</b>	<b>Total</b>
ACAI Associates, Inc.	0	2	0	0	2
BRPH Architects Engineers, Inc.	0	1	0	0	1
Cartaya and Associates Architects, P.A.	0	1	0	1	1
CES Engineering Services, LLC	0	2	0	0	3
Crain Atlantis Engineering, Inc.	5	1	0	0	6
CSA Central, Inc.	3	0	0	0	3
FICE Design, Inc.	4	4	0	0	8
Jorge A. Gutierrez Architect LLC	7	0	1	0	8
KVH Architects, P.A	0	0	0	1	1
Laura M. Perez and Associates, Inc.	0	0	1	0	1
LIMCO Engineering, Inc.	0	0	3	1	4
LIVS Associates	0	3	0	0	3
M.C. Harry and Associates, Inc.	5	1	0	0	6
Nyarko Architectural Group, Inc.	5	0	1	0	6
Rodriguez Architects, Inc.	0	0	1	1	2
Silva Architects, LLC	0	0	1	0	1
Sol-Arch, Inc.	5	3	0	0	8
Song & Associates, Inc.	1	0	4	2	7
The Tamara Peacock Company Architects of Florida, Inc.	2	0	2	0	4
VIA Design Studio, LLC	0	3	1	0	4
Williamson Dacar Associates, Inc.	6	0	0	0	6
Wolfberg/Alvarez and Partners, Inc.	2	0	1	0	3
<b>Total</b>	<b>45</b>	<b>21</b>	<b>16</b>	<b>6</b>	<b>88</b>

The purpose of the Amendments to the Professional Services Agreements approved under PSA V1 dated November 30, 2015, from period starting June 21, 2016, through February 7, 2017, is to add new provisions under Article 1.3.2.12, revise Article 11.3.1.4.2, replace Article 12.10 in its entirety, and add new provisions to Article 4.1.12.

These Amendments are intended to improve the quality and clarity of the Agreements which arose subsequent to administration of these Professional Services Agreements. The impact of these changes are as follows:

- Article 1.3.2.12 – ADD – This language protects the District such that ANY unapproved item that appears in construction documents must be removed by the Consultant without compensation.
- Article 11.3.1.4.2 – REVISE – This language protects the District and the designers. As experience illustrates, the budget for the FLCC is typically less than what is actually needed to deliver the defined scope. This language provides clear options for the District and protection to the Consultant with respect to justifiable increases in effort, resulting in additional compensations.
- Article 12.10 – REPLACE – This language further clarifies that if the Owner causes the Consultant to modify CDs to meet the original FLCC, the Owner will negotiate additional compensations.
- Article 4.1.12 – ADD – This language requires the Consultant to utilize the Owner’s project software, *e-Builder*, at no cost to the Owner. This will ensure the Owner that records created by the Consultant will be entered in the Owner’s software system.

The purpose of the Amendment to the Professional Services Agreements approved under PSA V2 dated May 5, 2016, from period starting July 25, 2017, through February 21, 2018, is to add new provisions under Article 2.1.11.1, revise Article 2.4.3.4, replace Article 2.5.9 in its entirety, and add new provisions to Article 4.1.12.

These Amendments are intended to improve the quality and clarity of the Agreements which arose subsequent to administration of these Professional Services Agreements. The impact of these changes are as follows:

- Article 2.1.11.1 – ADD – This language protects the District such that ANY unapproved item that appears in construction documents must be removed by the Consultant without compensation.
- Article 2.4.3.4 – REVISE – This language protects the District and the designers. As experience illustrates, the budget for the FLCC is typically less than what is actually needed to deliver the defined scope.
- This language provides clear options for the District and protection to the Consultant with respect to justifiable increases in effort, resulting in additional compensations.
- Article 2.5.9 – REPLACE – This language further clarifies that if the Owner causes the Consultant to modify CDs to meet the original FLCC, the Owner will negotiate additional compensations.
- Article 4.1.12 – ADD – This language requires the Consultant to utilize the Owner’s project software, *e-Builder*, at no cost to the Owner. This will ensure the Owner that records created by the Consultant will be entered in the Owner’s software system.

The purpose of the Amendment to the Professional Services Agreements approved under PSA V3 dated March 3, 2017, and PSA V4 dated August 28, 2017, from period starting July 25, 2017 through February 21, 2018, is to add new provisions under Article 2.1.11.1, revise Article 2.4.4.6, replace Article 2.5.9 in its entirety, and add new provisions to Article 4.1.12. *Note: The content of the aforementioned Agreements (PSA V3 and PSA V4) is the same. The only difference is the approval date of each Agreement.*

These Amendments are intended to improve the quality and clarity of the Agreements which arose subsequent to administration of these Professional Services Agreements. The impact of these changes are as follows:

- Article 2.1.11.1 – ADD – This language protects the District such that ANY unapproved item that appears in construction documents must be removed by the Consultant without compensation.
- Article 2.4.4.6 – REVISE – This language protects the District and the designers. As experience illustrates, the budget for the FLCC is typically less than what is actually needed to deliver the defined scope. This language provides clear options for the District and protection to the Consultant with respect to justifiable increases in effort, resulting in additional compensations.

- Article 2.5.9 – REPLACE – This language further clarifies that if the Owner causes the Consultant to modify CDs to meet the original FLCC, the Owner will negotiate additional compensations.
- Article 4.1.12 – ADD – This language requires the Consultant to utilize the Owner’s project software, e-Builder, at no cost to the Owner. This will ensure the Owner that records created by the Consultant will be entered in the Owner’s software system.

There is no direct cost to the District as a result of these language changes. Any costs that would be incurred would have to be approved in a future amendment by the Board. The cost of e-Builder licenses is built into the Professional Services Agreement as a reimbursable expense (See Exhibits 2, 3, and 4 for redlined versions).

The Project Consultants have agreed to amend the articles proposed by the Owner (see above attached table for details).

The Amendments to the Professional Services Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.