

EXECUTIVE SUMMARY

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

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreements
Project Consultant:	Multiple Design and Engineering Consultants
Notice to Proceed Date:	N/A
Budget:	See Below

GENERAL OVERVIEW:

This Agenda item is similar to Agenda item JJ-3 approved by the Board at the March 20, 2018 Regular School Board Meeting. The following three (3) firms were not able to return the Amendments in time to be included with the prior agenda item.

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.

DESIGNER	NOV 30, 2015 Version 1 (V1)	MAY 11, 2016 Version 2 (V2)	MAR 01, 2017 Version 3 (V3)	AUG 28, 2017 Version 4 (V4)	TOTAL
D. L. Fields Consultants, LLC d/b/a/ DLFC Architects (DLFC)	0	0	1	0	1
Delta G. Consulting Engineers, Inc.	0	0	0	1	1
RGD & Associates, Inc.	0	0	0	3	3
TOTAL	0	0	1	4	5

The purpose of the Amendments 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.