



ADDED ITEM

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-07-24 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

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.:
JJ-10.

TITLE:

First Amendment to Professional Services Agreement - Zyscovich, Inc. - Falcon Cove Middle School - Weston - Project No. P.001902 - SMART Program Renovations - RFQ 17-167C

REQUESTED ACTION:

Approve the First Amendment to the Professional Services Agreement dated May 16, 2017, with Zyscovich, Inc., Falcon Cove Middle School, Project No. P.001902, SMART Program Renovations, RFQ 17-167C, in the amount of \$439,879.

SUMMARY EXPLANATION AND BACKGROUND:

Purpose of the Amendment: See Executive Summary (Exhibit 1).
A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: <http://webappe.browardschools.com/eAgenda/>
This Amendment 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:

This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no current impact to the project budget. There is a potential future impact to the project budget based on the necessary requirements to deliver the original Board approved scope.

EXHIBITS: (List)

(1) Executive Summary (2) First Amendment (3) Collaboration Form

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Shelley N. Meloni, Director	Phone: 754-321-1515
Name: Robert C. Corbin, CBRE I Heery Director	Phone: 754-321-4850

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

Leo Bobadilla - Chief Facilities Officer

Signature
Leo Bobadilla Jr
7/19/2018 4:46:39 PM

Approved In Open Board Meeting On:

JUL 24 2018

By: *Nora Rupert*
School Board Chair

EXECUTIVE SUMMARY

**First Amendment to Professional Services Agreement
Zyscovich, Inc.
Falcon Cove Middle School, Weston
Project No. P.001902
SMART Program Renovations
RFQ 17-167C**

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreement (Construction Manager at Risk Project Delivery)
Project Consultant:	Zyscovich, Inc.
Authorization to Proceed Date:	June 2, 2017
Budget:	See Below

GENERAL OVERVIEW:

The Professional Services Agreement (PSA) for the Falcon Cove Middle School project was approved by the Board on May 16, 2017 (Agenda Item JJ-2). Scope contained in the Agreement (from the 2014 Facilities Needs Assessment) included furnishing a classroom addition to allow for the removal of the 48-existing temporary relocatable classrooms at this campus. Contained in the RFQ was information from the Florida Inventory of School Houses (FISH) that indicated that these temporary relocatable classrooms consisted of 46 general purpose classrooms, 1 Exceptional Student Education (ESE) full-time program space and 1 that served student restrooms for both sexes. The Agreement also required the Design Team to work with the designated representatives of the District to determine guidelines and a program for the new addition, which was required to meet all applicable codes, State Requirements for Educational Facilities (SREF) design requirements, District guidelines and educational specifications.

A new Plant Spot Survey was approved by the Board on June 13, 2017 (Agenda Item L-22). In discussion with the State Department of Education, it was confirmed that all 48 relocatables could be replaced based on the current Capital Outlay Full-Time student population (COFTE) model and enrollment growth. The planned 48-classroom addition will replace temporary capacity with permanent capacity. With the approval of the new Plant Spot Survey, the Design Professional commenced with the scope validation and determining the guidelines and associated program for the new addition at Falcon Cove Middle School. These items resulted in a finding that the original scope and fees that were negotiated and contained in the PSA required an Amendment to account for larger and more complex program spaces required for various labs, special program spaces, administration, and net-to-gross spaces that are required to comply with the State Requirements for Educational Facilities (SREF).

Due to limited site area of the existing campus, the need to maximize student safety and security, and to maximize the operational efficiency of the campus, the placement of the new addition on the site required the existing bus loop to be relocated. The scope to relocate the bus loop has also resulted in this need for an Amendment to the PSA.

CBRE | Heery and Atkins have determined that had all of this information been available when the original fee negotiations took place, the pre-negotiation fee range that would have been used for negotiations would have been \$1.2 Million to \$1.3 Million. The approval of this First Amendment will increase the total original fees from \$740,000 to a revised total fee of \$1,179,879.

For additional details related to the original PSA fees and this First Amendment, please see information contained on the following page of this Executive Summary.

Basic Services	Original PSA Amount	First Amendment Amount	Justification for First Amendment
Architecture	\$354,874.32	\$232,499.00	Additional level of design effort associated with: Larger and more complex program spaces (Science labs; CTE labs; and Foreign Language labs); Administration areas; New secured covered bus entry; New connecting structure to existing building; and an Increase to the overall size of the addition.
Structural Engineering	\$75,539.84	\$45,000.00	Additional level of design effort associated with: New secured covered bus entry; New connecting structure to existing building; Required additional exit stairway; and an Increase to the overall size of the addition.
MEP & FP Engineering	\$105,755.78	\$60,000.00	Additional level of design effort associated with: Larger and more complex program spaces (Science labs; CTE labs; and Foreign Language labs); Administration areas; New secured covered bus entry; New connecting structure to existing building; and an Increase to the overall size of the addition.
Civil Engineering	\$65,142.04	\$30,000.00	Additional level of design effort associated with: Relocation of bus loop; Connecting courtyard to existing building; and Utility systems relocation.
Landscape & Irrigation Design	\$23,688.02	\$7,500.00	Additional level of design effort associated with: Relocation of bus loop; Connecting courtyard; and Site restoration.
Total	\$625,000.00	\$374,999.00	

In addition to the Basic Services above, the work will require an adjustment to Supplemental Services:

Supplemental Services	Original PSA Amount	First Amendment Amount	Justification for First Amendment
To be used in accordance with Article 2.9	\$60,000.00	\$14,880.00	Supplemental Services to be increased to cover costs associated with additional special programming services and "right-sizing" of program spaces that resulted in the minimum overall size of the new addition. Any unused portion of Supplemental Services will be returned at the completion of the project.
Total	\$60,000.00	\$14,880.00	

The work will also require adjustments to the Allowances:

Allowances	Original PSA Amount	First Amendment Amount	Justification for First Amendment
Reproduction	\$20,000.00	\$15,000.00	Additional reproduction costs are anticipated. Any unused portion of this Allowance will be returned at the completion of the project.
Geotechnical Services	(See Note)	\$10,000.00	Original PSA stated that Geotechnical Services would be provided by the District through a 3 rd Party. To reduce District risk, this is being included in the PSA and includes required geotechnical testing of areas associated with the new addition and the new bus loop. Any unused portion of this Allowance will be returned at the completion of the project.
Destructive and Non-Destructive Testing	\$20,000.00	No Change	
Site Survey	\$15,000.00	\$25,000.00	Additional site surveying is required for relocation of bus loop and the inclusion of underground utility surveys.
Total	\$55,000.00	\$50,000.00	

Summary	Original PSA	First Amendment	Revised Amount
Grand Total	\$740,000.00	\$439,879.00	\$1,179,879.00

Funding of this Amendment is occurring from within existing Project funds, using Project design contingencies and Program level contingencies.

The original overall total project cost assumption for the SMART Program improvements (building envelope improvements, HVAC improvements and classroom addition) at Falcon Cove Middle School is \$10,741,000. The overall revised total project budget for these SMART Program Improvements is currently estimated to be \$19.9 Million. The actual construction cost for this work will be determined by local market conditions when project bids occur and the Construction Manager provides GMP Amendments that will be brought to the Board for approval, along with a request for any additional funds that may be needed to proceed with the construction of this project. The Board previously approved \$219.7 Million in SMART Program Reserves, as shown on page 3 of the Adopted District Educational Facilities Plan (September 6, 2017), to address budget shortfalls in the SMART Program.

This Amendment has been reviewed for entitlement and cost by CBRE | Heery and Atkins.

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

For the latest Bond Oversight Committee Quarterly Report information regarding this project [click here](#).

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR
ARCHITECTURAL/ENGINEERING SERVICES**

This First Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and ZYSCOVICH, INC. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 16th day of May 2017, is entered into this 24th day of July 2018 by and between the Owner and the Project Consultant.

For the project known as: **Falcon Cove Middle School
Project No. P.001902
SMART Program Renovations
FLCC: \$7,223,355**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16th day of May 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, the Agreement for the above-referenced project (the "Project") is the result of a competitive procurement process wherein, upon award, the Project Consultant was to provide professional design services for a scope of work which included the replacement of forty-eight (48) general classrooms currently housed in portables; and

WHEREAS, pursuant to the terms of the Agreement, the Project Consultant performed scope validation work including, but not limited to, meeting with key stakeholders and educational program specialists from the District; and

WHEREAS, the size of the Project was originally estimated by the District to be 53,196 Gross Square Feet; and

WHEREAS, the scope validation process resulted in a determination that the originally estimated gross square footage of the Project necessary to effectuate the replacement of the forty-eight (48) general classrooms must be increased to accommodate both the existing and projected programming needs of Falcon Cove Middle School; and

WHEREAS, the Project Consultant participated in programming workshops to reduce the amount of additional space required while still accommodating the needs of the school; and

WHEREAS, the required revision to the space and programming needs of the school resulted in the need for a new Plant Spot Survey; and

WHEREAS, a new Plant Spot Survey was approved on June 13, 2017 and which authorizes the permanent replacement of the actual academic programs currently housed in the forty-eight (48) portables, and shall increase available student stations by 704 to a total of 1,056; and

WHEREAS, in order to accommodate the permanent replacement of academic programs and increase to available student stations, the footprint of the new building must be increased by approximately 5,017 gross square feet resulting in a total footprint of approximately 59,013 gross square feet; and

WHEREAS, pursuant to Section 5.2.2 of the Agreement, the Project Consultant and Owner have negotiated additional fees for the provision of additional professional design services associated with the revised project scope.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Project Consultant as set forth in the table located below Paragraph 4 of this First Amendment, the parties agree to increase the professional design fees of the Agreement as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Basic Services Fee.** This First Amendment increases the Basic Services fee for the Project Consultant to:
 - a. Increase the size of the new addition by approximately 5,017 square feet to accommodate all programming needs as well as all required corridors, stairwells, group restrooms, etc. associated with such spaces; and
 - b. Relocate the existing bus drop off area and impacted parking spaces.
3. **Supplemental Services:** This First Amendment increases the Supplemental Services fee for the Project consultant to provide special programming services to reduce “right-size” the building size to minimize the cost of the new addition.
4. **Project Allowances.** This First Amendment increases the Project Allowances to account for:
 - a. An increase in reproduction costs.
 - b. An anticipated increase in costs for the require Site Survey.
 - c. Addition of Geotechnical Services.

Summary of PSA Agreement	Current Approved Base Agreement	Added in this First Amendment	Revised Total Approved
Basic Services	\$625,000	\$374,999	\$999,999
Supplemental Services	\$60,000	\$14,880	\$74,880
Project Allowances	\$55,000	\$50,000	\$105,000
Total	\$740,000	\$439,879	\$1,179,879

5. **Fixed Limit of Construction Cost (“FLCC”).** This First Amendment increases the estimated FLCC of the Project, which includes the classroom addition and renovation to the existing facility to \$13,467,860. The Agreement initially established a FLCC of \$7,223,355, which is insufficient to accomplish the required

scope of work on the Project. The actual FLCC will be determined by local market conditions when the GMP Amendment has been received, evaluated and approved by the School Board.

6. **Cost Per Student Station**. The Project Consultant shall, at no additional cost to the Owner, assure compliance with the total cost per student station restrictions, including change orders, as set forth in Sections 1013.64(6) (b) 5, Florida Statutes.

7. **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a. This Amendment; then

 - b. The Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

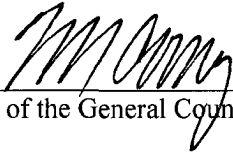


Superintendent of Schools
Robert W. Runcie



Chair
Nora Rupert

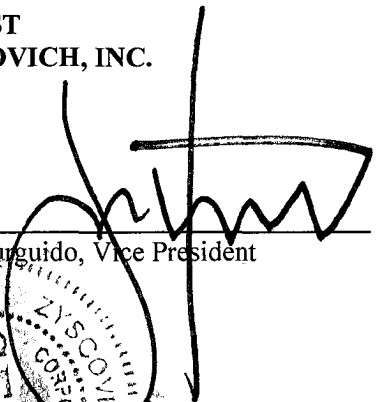
Approved as to Form and Legal Content:



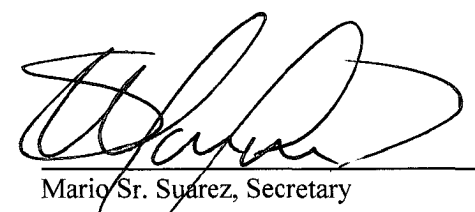
Office of the General Counsel

For Project Consultant

ATTEST
ZYSCOVICH, INC.



Jose Murguido, Vice President



Mario Sr. Suarez, Secretary

M40936
Project Consultant's
Registration Number STATE OF FLORIDA

COUNTY OF DADE

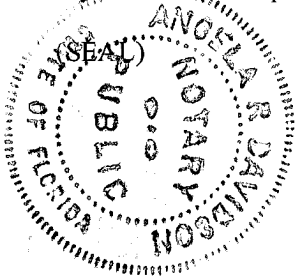
The foregoing instrument was acknowledged before me this 12 day of JUNE, 2018 by

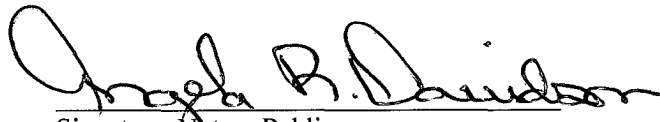
Jose Murguido, Vice President of **ZYSCOVICH, INC.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

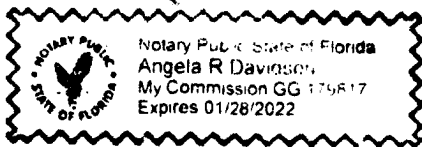
My commission expires: 1/28/2022





Signature, Notary Public

ANGELA R. DAVIDSON
Printed Name of Notary



GG 179617

Notary's Commission

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-10./First Amendment to Professional Services Agreement
Zyscovich, Inc.
Falcon Cove Middle School, Weston
Project No. P.001902
SMART Program Renovations
RFQ 17-167C

School Board Meeting: 07/24/2018

The financial impact of this item is \$439,879

- () This project has not been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). These funds in the amount of \$_____ will come from the Capital Projects Reserve.
() These projects have been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no impact to the project budget.
() This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no current impact to the project budget. There is a potential future impact to the project budget based on the additional scope approved in this item.
() This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is an additional impact to the project budget. These funds in the amount of \$_____ will come from the Capital Projects Reserve.

Comments:
This project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no current impact to the project budget. There is a potential future impact to the project budget based on the necessary requirements to deliver the original Board approved scope.

Department Name Department Head Department Head
Capital Budget Omar Shim, Director [Signature] 7/19/18 [Date]

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.