



ADDED ITEM

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

JJ-12.

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

TITLE:

First Amendment to Continuing Contract - Construction Services Agreement for Construction Management at Risk Services - Core Construction Services of Florida, LLC - Single Point of Entry Projects As Assigned - SMART Program Renovations

REQUESTED ACTION:

Approve the First Amendment to the Continuing Contract - Construction Management at Risk Services, dated September 6, 2017, with Core Construction Services of Florida, LLC, Single Point of Entry projects as assigned, SMART Program Renovations.

SUMMARY EXPLANATION AND BACKGROUND:

The purpose of this 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:

Assigned projects will be those that have been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017). There is no current impact to project budgets.

EXHIBITS: (List)

(1) Executive Summary (2) First Amendment

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 Heery	Phone: (754) 321-4850

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

Leo Bobadilla - Chief Facilities Officer

Signature
Leo Bobadilla Jr
7/23/2018 2:19:05 PM

Approved In Open Board Meeting On:

JUL 24 2018

By: *Nora Rupert*
School Board Chair

EXECUTIVE SUMMARY

**First Amendment to Continuing Contract – Construction Services Agreement
For Construction Management at Risk Services
Core Construction Services of Florida, LLC
Single Point of Entry Projects as Assigned
SMART Program Renovations**

PROJECT OVERVIEW:

Type of Contract:	Continuing Contract – Construction Services Agreement for Construction Management at Risk Services
Construction Manager:	Core Construction Services of Florida, LLC
Authorization to Proceed Date:	TBD
Budget:	TBD

GENERAL OVERVIEW:

The Continuing Contract – Construction Services Agreement for Construction Management at Risk Services was approved by the Board on September 6, 2017 (Agenda Item JJ-1). This Agreement allows for the assignment of projects with scopes of work not exceeding \$1,000,000 in costs and fees per project. The current Agreement requires the Construction Manager to work with the assigned Project Consultant during the Design Phase of projects.

Due to the desire to accelerate the construction of multiple Single Point of Entry projects where designs have been completed, the need for this Amendment has arisen to address that the Construction Manager would not be involved during the design phase. This Amendment specifically deletes all references in the Agreement to obligations of the Construction Manager during the design phase for specifically-assigned Single Point of Entry projects only.

Approval of this Amendment will allow the Single Point of Entry project at Piper High School to proceed.

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

EXHIBIT 2

FIRST AMENDMENT TO CONTINUING CONTRACT – CONSTRUCTION SERVICES AGREEMENT for CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS FIRST AMENDMENT to the Continuing Contract – Construction Services Agreement for Construction Management at Risk Services by and between The School Board of Broward County, Florida (“School Board” or “Owner”) and Core Construction Services of Florida, LLC (“Construction Manager”) dated September 6, 2017 (the "Open-End Agreement"), is hereby entered into this 24th day of July 2018; and

WHEREAS, the School Board and Construction Manager acknowledge and agree that the Open-End Agreement is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, the Open-End Agreement allows for the assignment of individual projects with scopes of work not exceeding \$1,000,000 in costs and fees per project without the need for further consideration or approval by the School Board; and

WHEREAS, the Open-End Agreement, as currently approved, requires the Construction Manager to work together with the assigned Project Consultant during the Design Phase of projects; and

WHEREAS, there exists a present desire to accelerate the design and construction of multiple Single Point of Entry projects, which individually do not exceed \$1,000,000 in costs; and

WHEREAS, the design of many of these Single Point of Entry projects has already been completed, and therefore, such projects have not been subject to the involvement of the Construction Manager during the Design Phase; and

WHEREAS, notwithstanding the above, as a result of market conditions and scheduling concerns, CBRE | Heery recommends utilization of this Open-End Agreement to construct Single Point of Entry projects as being in the best interest of the District; and

NOW THEREFORE, in exchange for the mutual covenants and promises as set forth herein, the parties agree as follows:

1. The recitals contained hereinabove are true and correct and are incorporated herein by reference.
2. Specific Single Point of Entry projects shall be assigned pursuant to the terms of this Open-End Agreement to the Construction Manager.
3. For the specifically-assigned Single Point of Entry projects only, all references in the Open-End Agreement to obligations of the Construction Manager during the Design Phase shall be deleted.

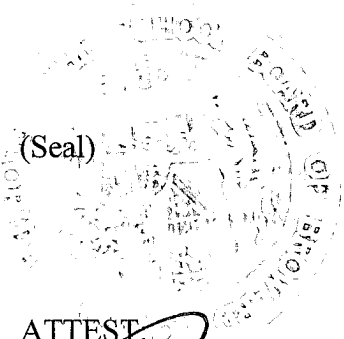
4. For the specifically-assigned Single Point of Entry projects, no fees shall be negotiated or paid to the Construction Manager for Design Phase services.

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 herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment on the day and year first above written.

FOR SCHOOL BOARD



(Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By

Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

M. M. M.
Office of the General Counsel

[INTENTIONALLY LEFT BLANK]

FOR CONSTRUCTION MANAGER

(Corporate Seal)



CORE CONSTRUCTION SERVICES OF
FLORIDA, LLC

ATTEST:

By *Brent Elliott*
Brent Elliott, Vice President of Operations

, Secretary

-or-

Kenneth D. [Signature]
Witness

Rhonda B. [Signature]
Witness