



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-3.

MEETING DATE	2018-10-16 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:

Second Amendment to Professional Services Agreement - M.C. Harry and Associates, Inc. - Coconut Creek High School - Coconut Creek - Project No. P.001753 - SMART Program Renovations - RFQ 16-146C

REQUESTED ACTION:

Approve the Second Amendment to the Professional Services Agreement dated July 26, 2016, with M.C. Harry and Associates, Inc., Coconut Creek High School, Project No. P.001753, SMART Program Renovations, RFQ 16-146C, in the amount of \$23,145.

SUMMARY EXPLANATION AND BACKGROUND:

Purpose of the Amendment: See Executive Summary (Exhibit 1).
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:

The financial impact of the Second Amendment to the Professional Services Agreement is \$23,145. This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). There is no impact to the project budget.

EXHIBITS: (List)

(1) Executive Summary (2) Second 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 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
9/24/2018 4:31:16 PM

Electronic Signature

Form #4189 Revised 08/04/2017
RWR/ LB/SNM/RC:ljc

Approved In Open Board Meeting On:

By:

OCT 16 2018

Nora Rupin
School Board Chair

EXECUTIVE SUMMARY

**Second Amendment to Professional Services Agreement
M.C. Harry and Associates, Inc.
Project No. P.001753
Coconut Creek High School, Coconut Creek
SMART Program Renovations
RFQ 16-146C**

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreement (Design/Bid/Build)
Project Consultant:	M.C. Harry and Associates, Inc.
Authorization to Proceed Date:	September 23, 2016
Budget:	See Below

GENERAL OVERVIEW:

The Professional Services Agreement was approved by the Board on July 26, 2016 (Agenda Item JJ-2). Scope of work included Single Point of Entry (SPE) improvements. Based on the goal to start and to complete the SPE improvements as quickly as possible, a proposal was requested from M.C. Harry and Associates, Inc. to accelerate this scope by creating a separate bid package. This separate bid package is being finalized by M.C. Harry and Associates, Inc. Upon receipt of the Letter of Recommendation to Issue a Permit, a proposal will be received from a Construction Services Minor Project vendor to expedite the construction phase for the SPE improvements.

The purpose of this Second Amendment to the Professional Services Agreement with M.C. Harry and Associates, Inc., is to address the acceleration of the SPE improvements. The Second Amendment will increase Basic Service fees in the amount of \$16,145 and will increase Allowances in the amount of \$7,000 for a total net increase of \$23,145. The increase for Basic Service fees includes modifications to remove SPE scope from the Primary SMART Project, the preparation of a standalone SPE bid package, bidding and award services for the SPE bid package and construction administration services for the SPE bid package. The increase for Allowances includes reproduction expenses, non-destructive and destructive testing (including repairs), site survey update and survey of floor level elevations.

This Amendment has 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](#).

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

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

This Second Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and M.C. HARRY AND ASSOCIATES, INC. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 16th day of October, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Coconut Creek High School
Project No. P.001753
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 26th day of July, 2016, is in full force and effect as revised by the First Amendment dated March 20, 2018; and

WHEREAS, Single Point of Entry (SPE) projects are of the highest District priority; and

WHEREAS, it has been determined that the design and construction of the SPE portion of the overall Scope of Work for the Coconut Creek High School SMART program project should be accelerated; and

WHEREAS, the Design Consultant has agreed to accelerate the SPE portion of the Scope of Work in exchange for additional fees for design services and extended construction administration under the Agreement; and

WHEREAS, the Owner's Program Manager, CBRE|Heery and District staff have successfully negotiated and hereby recommend such additional fees as set forth herein below.

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, the parties agree as follows:

1. The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Revised Terms.** The Project Consultant shall accelerate such portion of the SPE Scope of Work for the Project identified herein below as set forth below:

Original Amount	First Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Second Amendment Amount	Revised Amount
Basic Fees \$290,000	---	002/001	Owner's Request	Modifications to Remove SPE from Primary Project	\$1,090	Basic Fees \$306,145
		002/002	Owner's Request	Prepare Standalone SPE Bid Package	\$5,090	
		002/003	Owner's Request	Bidding & Award Services for SPE Bid Package	\$2,724	
		002/004	Owner's Request	Construction Administration Services for SPE Bid Package	\$7,241	
Allowances \$25,000	---	002/005	Owner's Request	Reproductions Expenses	\$1,000	Allowances \$32,000
		002/006	Owner's Request	Non- Destructive/ Destructive Testing (Including Repairs)	\$3,000	
		002/007	Owner's Request	Site Survey Update & Survey SPE Floor Level Elevations	\$3,000	
Supplemental Services \$0	---	---	---	---	---	Supplemental Services \$0
Total \$315,000	---	---	---	---	\$23,145	Total \$338,145

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

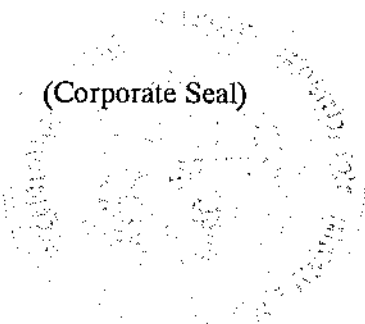
- a) this Second Amendment to Agreement; then
- b) the First Amendment to Agreement; then
- c) the Agreement.

5. **Authority:** Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second 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 Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second 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 OWNER


(Corporate Seal)



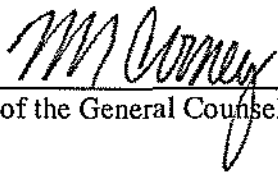
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By 
Nora Rupert, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

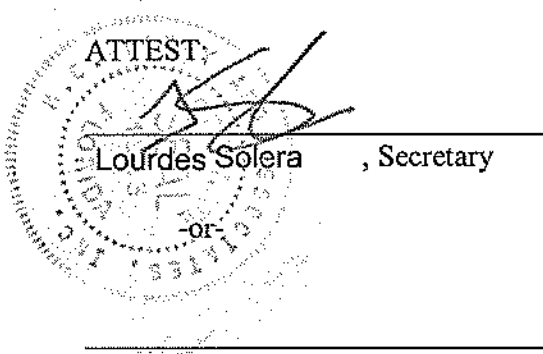
Approved as to Form and Legal Content:


Office of the General Counsel

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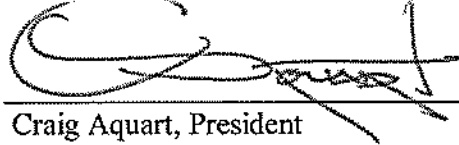
FOR PROJECT CONSULTANT

(Corporate Seal)



Lourdes Solera, Secretary

M.C. HARRY AND ASSOCIATES, INC.


Craig Aquart, President

_____, Witness

_____, Witness

AR14445

Project Consultant's
Registration Number

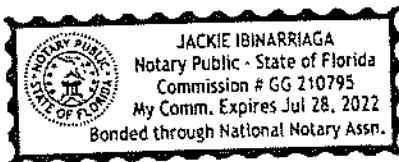
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

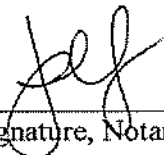
The foregoing instrument was acknowledged before me this 29 day of Aug., 2018 by Craig Aquart of M.C. HARRY AND ASSOCIATES, INC. on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public
Jackie Ibinarriga

Printed Name of Notary

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-3./Second Amendment to Professional Services Agreement

M.C. Harry and Associates, Inc.
Coconut Creek High School, Coconut Creek
Project No. P.001753
SMART Program Renovations
RFQ 16-1146

School Board Meeting: 10/16/2018

The financial impact of this item is \$23,145

() This project has not been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). These funds in the amount of \$_____ will come from the Capital Projects Reserve.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). There is no impact to the project budget.

() This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). 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 5, 2018). There is an additional impact to the project budget. These funds in the amount of \$_____ will come from the Capital Projects Reserve.

() Comments:

Department Name

Department Head

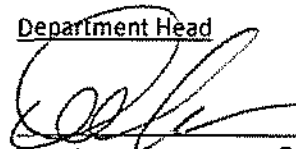
Department Head

Capital Budget

Omar Shim, Director

Signature

Date

 9/21/2018

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.