

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT


Robert W. Runcie
Superintendent of Schools

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December 17, 2018

TO: School Board Members

FROM: Frank Girardi, Task Assigned,
Executive Director, Capital Programs 

VIA: Robert W. Runcie
Superintendent of Schools 

SUBJECT: REVISION TO AGENDA ITEM JJ-6. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT – JORGE A. GUTIERREZ ARCHITECT LLC – COCONUT CREEK ELEMENTARY SCHOOL – COCONUT CREEK – PROJECT NO. P.001413 – SMART PROGRAM RENOVATIONS – RFQ 16-084F, FOR THE DECEMBER 18, 2018 REGULAR SCHOOL BOARD MEETING

The following is a revision to Agenda Item JJ-6. Second Amendment to Professional Services Agreement – Jorge A. Gutierrez Architect LLC – Coconut Creek Elementary School – Coconut Creek – Project No. P.001413 – SMART Program Renovations – RFQ 16-084F, for the December 18, 2018 Regular School Board Meeting:

- Replace First Page of Exhibit 2 – Second Amendment
Revision is to the last paragraph – NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the ~~Project Consultant to the Owner~~ should read Owner to the Project Consultant, the parties agree as follows:

RWR/FG/DJ:ma
Attachment

c: Senior Leadership Team

**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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 18th day of December, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Coconut Creek Elementary School
Project No. P.001413
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of June, 2016, is in full force and effect as revised by the First Amendment dated March 20, 2018; and

WHEREAS, the original scope of work included installing Fire Sprinklers in Buildings 1, 2, 3, 4, 5 and 85; and

WHEREAS, the District's Chief Fire Official has determined that with the exception of Building 1 (fire sprinkler scope shall remain), the Fire Sprinklers Scope of Work is not required for Buildings 2, 3, 4, 5 and 85 and requested the Fire Sprinkler scope associated with Buildings 2, 3, 4, 5 and 85 to be removed from the Construction Documents; and

WHEREAS, the Project Consultant agrees to delete the Fire Sprinkler portion of the Scope of Work in Buildings, 2, 3, 4, 5 and 85 from the 100% bid documents in exchange for an increase in basic fees for design services in the amount of \$6,500.

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 delete the Fire Sprinkler portion of the Scope of Work in Buildings 2, 3, 4, 5 and 85 from the 100% bid documents as set forth below: