



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-12-18 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-6.

TITLE:

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

REQUESTED ACTION:

Approve the Second Amendment to the Professional Services Agreement dated June 21, 2016, with Jorge A. Gutierrez Architect LLC, Coconut Creek Elementary School, Project No. P.001413, SMART Program Renovations, RFQ 16-084F, in the amount of \$6,500.

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:

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 (4) Memo to Revise

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Shelley N. Meloni, Director	Phone: 754-321-1515
Name: Daniel Jardine, CBRE Heery Director	Phone: 754-321-4850

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

Leo Bobadilla - Chief Facilities Officer

Approved In Open Board Meeting On: **DEC 18 2018**

By: *Heather P. Burkwood*
School Board Chair

Signature

Frank L. Girardi
12/17/2018, 4:10:58 PM

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


Robert W. Runcie
Superintendent of Schools


Telephone: 754-321-2600

Facsimile: 754-321-2701

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

EXECUTIVE SUMMARY

**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**

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreement (Design/Bid/Build)
Contractor:	Jorge A. Gutierrez Architect LLC
Authorization to Proceed Date:	August 25, 2016
Budget:	See Below

GENERAL OVERVIEW:

The Professional Services Agreement was approved by the Board on June 21, 2016 (Agenda Item JJ-8). The original scope to provide fire sprinklers to Buildings 1, 2, 3, 4, 5, and 85 was reviewed by the District's Chief Fire Official who determined that Building 1 was the only building that required fire sprinklers. Buildings 2, 3, 4, 5, and 85 did not require fire sprinklers and therefore, this scope of work was removed from the construction documents.

The purpose of this Second Amendment to the Professional Services Agreement with Jorge A. Gutierrez Architect LLC is to address this fire sprinkler scope change by increasing Basic Service fees in the amount of \$7,000 to remove the fire sprinkler scope from Buildings 2, 3, 4, 5, and 85, and credits that total \$500 that are associated with reduced Construction Administration and Warranty services. This will result in a total net increase in Basic Service fees in the amount of \$6,500.

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 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:

Original Amount	First Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Second Amendment Amount	Revised Amount
Basic Fees \$288,094	N/A	Basic Fees 002/001	Owner's Request	Increase in Basic Fees to remove Fire Sprinkler scope from Buildings 2 and 3	\$7,000	Basic Fees \$294,594
		002/002	Owner's Request	Credit for Construction Administration for removal of Fire Sprinkler scope from Buildings 2 and 3	(\$300)	
		002/003	Owner's Request	Credit for Warranty Administration for removal of Fire Sprinkler scope from Buildings 2 and 3	(\$200)	
Allowances \$22,906	N/A	N/A	N/A	N/A	N/A	Allowances \$22,906
Supplemental Services N/A	N/A	N/A	N/A	N/A	N/A	Supplemental Services N/A
Original Total \$311,000	---	---	---	---	\$6,500	Revised Total \$317,500

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**

ATTEST:


Robert W. Runcie, Superintendent of Schools

By 
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

(Remainder of page intentionally left blank)



FOR PROJECT CONSULTANT

Jorge A. Gutierrez Architect LLC

Jorge A. Gutierrez
Jorge A. Gutierrez, President

_____, Secretary

-or-

Ramon Gonzalez

Ramon Gonzalez, Witness

Marilyn Dotras

[Signature], Witness

AR 14571
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2018 by Jorge A. Gutierrez of Jorge A. Gutierrez Architect LLC 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: 9-7-2020

(SEAL)



[Signature]
Signature, Notary Public

Ivette C. Montoya
Printed Name of Notary

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request 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

School Board Meeting: 12/18/2018

The financial impact of this item is \$6,500

- () 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.
() These projects have been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). There is no impact to the project budget.
(X) 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

Handwritten signature and date 10/31/18

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.