



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-3.

MEETING DATE	2019-09-04 10:05 - School Board Operational 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 the Professional Services Agreement - Sol-ARCH, Inc. - Hawkes Bluff Elementary School - Davie - Project No. P.001784 - SMART Program Renovations - RFQ 16-187C

REQUESTED ACTION:

Approve the Second Amendment in the amount of \$266,224 to the Professional Services Agreement dated December 20, 2016 with Sol-ARCH, Inc., Hawkes Bluff Elementary School, Project No. P.001784, SMART Program Renovations, RFQ 16-187C.

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: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The financial impact to the Second Amendment to the Professional Services Agreement is \$266,224. 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: Daniel Jardine, CBRE Heery Director	Phone: 754-321-4850

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

Frank Girardi - Executive Director

Signature
Frank L. Girardi
8/23/2019, 5:06:54 PM

Approved In Open Board Meeting On:

SEP 04 2019

By: *Heather P. Burkwood*
School Board Chair

EXECUTIVE SUMMARY

**Second Amendment to Professional Services Agreement
 Sol-ARCH, Inc.
 Hawkes Bluff Elementary School, Davie
 Project No. P.001784
 SMART Program Renovations
 RFQ 16-187C**

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreement
Project Architect:	Sol-ARCH, Inc.
Authorization to Proceed	Pending Board Approval
Budget:	See Below

GENERAL OVERVIEW:

The Professional Services Agreement was approved by the Board on December 20, 2016 (Agenda Item JJ-1).

The purpose of this Second Amendment to the Professional Services Agreement with Sol-ARCH, Inc., is for a fee adjustment to the Basic Services Fee in the amount of \$266,224 associated with an increase to the FLCC for SMART Program Renovations for Hawkes Bluff Elementary School.

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 Sol-Arch, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 20th day of December, 2016, is entered into this 4th day of September, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Hawkes Bluff Elementary School
Project No. P.001784
SMART Program Renovations**

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

WHEREAS, pursuant to Article 1.5.1.4 of the Agreement, the initial Project Consultant's fee for the Project was established as a percentage of the initial construction budget using the fee chart located in Attachment 6.b of the Agreement; and

WHEREAS, pursuant to Article 1.5.1.4 and Attachment 6.b of the Agreement, the initial Project Consultant's fee for the Project of \$173,000 was established as 8.9% of the original Fixed Limit of Construction Cost (FLCC) of \$1,936,609; and

WHEREAS, pursuant to Article 2.1.2 of the Agreement, the Design Professional's fee shall be based upon the awarded contract amount and shall be adjusted for any project scope changes and construction cost increases approved by the Owner; and

WHEREAS, on May 7, 2019 the Board approved the recommendation to award the Construction Agreement for this Project to Advanced Roofing, Inc. for a lump sum of \$5,490,306, in addition to approving additional funding in the amount of \$3,906,437; and

WHEREAS, a portion of this additional funding was used to increase the FLCC from \$1,936,609 to \$5,490,306; and

WHEREAS, pursuant to Article 2.1.2 and Attachment 6.b of the Agreement, the Project Consultant has requested an Amendment based on the increase to the FLCC that will increase basic fees by the amount of \$266,224; and

WHEREAS, CBRE | Heery and Atkins North America, Inc. have evaluated this request and determined that the increase is fair and reasonable based on Attachment 6.b of the Agreement which contains a fee percentage table based on construction contract ranges and project complexity.

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 receive additional compensation for basic fees as set forth below:

	Original PSA Amounts	First Amendment Revisions	Description	Second Amendment Revisions	Revised Amounts
Basic Fees	\$173,000	N/A	Adjustment Associated with Increase to FLCC	\$266,224	\$439,224
Allowances	\$25,000	N/A	N/A	N/A	\$25,000
Supplemental Services	N/A	N/A	N/A	N/A	N/A
TOTAL	\$198,000	---		\$266,224	\$464,224

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.

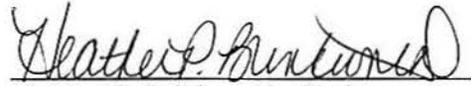
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)

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


Robert W. Runcie, Superintendent of Schools


Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

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FOR PROJECT CONSULTANT



_____, Secretary

Sol-Arch, Inc.

Dulce M. Conde
Dulce M. Conde, President

-or-

Jessica Ortega
JESSICA ORTEGA, Witness

RAUL BEJEL
RAUL BEJEL, Witness

AR-0015803
Project Consultant's
Registration Number

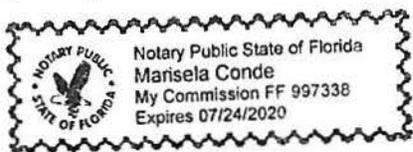
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1 day of August, 2019 by Dulce M. Conde of Sol-Arch, 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: 07 | 24 | 2020

(SEAL)



Marisela Conde
Signature, Notary Public

MARISELA CONDE
Printed Name of Notary

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-3./Second Amendment to Professional Services Agreement
 Sol-ARCH, Inc.
 Hawkes Bluff Elementary School, Davie
 Project No. P.001784
 SMART Program Renovations
 RFQ 16-187C

School Board Meeting: 09/04/2019

The financial impact of this item is \$266,224

() 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 8/19/2019

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.