



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
JJ-9.

MEETING DATE	2020-05-19 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
<b>Open Agenda</b>	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

**TITLE:**  
Second Amendment to the Professional Services Agreement - RGD Consulting Engineers Orlando, LLC - Driftwood Elementary School - Hollywood - Project No. P.002064 - SMART Program Renovations - RFQ 18-107C

**REQUESTED ACTION:**  
Approve the Second Amendment in the amount of \$39,627 to the Professional Services Agreement dated March 6, 2018 with RGD Consulting Engineers Orlando, LLC for Driftwood Elementary School, Project No. P.002064, SMART Program Renovations, RFQ 18-107C.

**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 of the Second Amendment to the Professional Services Agreement is \$39,627. This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is no current impact to the project budget. There is a potential future 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, Pre-Constr.	Phone: 754-321-1515
Name: Daniel Jardine, Director, CBRE   Heery	Phone: 754-321-4850

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

Frank Girardi - Executive Director

Signature  

Frank L. Girardi  
 5/3/2020, 9:20:06 PM

Approved In Open Board Meeting On:

**MAY 19 2020**

By:   
School Board Chair

**EXECUTIVE SUMMARY**

**Second Amendment to Professional Services Agreement  
 RGD Consulting Engineers Orlando, LLC  
 Driftwood Elementary School, Hollywood  
 Project No. P.002064  
 SMART Program Renovations  
 RFQ 18-107C**

**PROJECT OVERVIEW:**

<b>Type of Contract:</b>	<b>Professional Services Agreement</b>
<b>Project Architect:</b>	<b>RGD Consulting Engineers Orlando, LLC</b>
<b>Authorization to Proceed</b>	<b>TBD</b>
<b>Original Funding Allocation:</b>	<b>See Below</b>

**GENERAL OVERVIEW:**

The Professional Services Agreement was approved by the Board on March 6, 2018 (Agenda Item JJ-4).

The purpose of this Second Amendment to the Professional Services Agreement with RGD Consulting Engineers Orlando, LLC, is to increase Basic Services Fees due to design modifications to the fire sprinkler scope in the amount of \$14,927 and an increase to Supplemental Services Fees for Civil Engineering and Surveying Services in the amount of \$24,700 for a total increase of \$39,627.

AGENDA ITEM	AGENDA ITEM No.	DATE APPROVED	DESCRIPTION	AMOUNT	REVISED FEE AMOUNT
Original PSA	JJ-4	3/06/2018	Professional Services Agreement	\$200,000	\$200,000
First Amendment	J-3	4/24/2018	e-Builder Language	\$0	\$200,000
Second Amendment	JJ-9	Pending Board Approval	Revision of Fire Sprinkler Scope and Civil Engineering and Survey Services	\$39,627	\$239,627

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 RGD & Associates, INC., d/b/a RGD Consulting Engineers (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 6<sup>th</sup> day of March, 2018, is entered into this 19<sup>th</sup> day of May, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Driftwood Elementary School  
Project No. P.002064  
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 6<sup>th</sup> day of March, 2018, is in full force and effect as amended by the First Amendment dated April 24, 2018 and this Second Amendment; and

WHEREAS, after completion of 100% Construction Documents, the District's previous Chief Fire Official determined that fire sprinkler improvements were required for Cafetorium Building 12, which requires the design and installation of new fire lines, fire department and fire hydrant connections, and restoration of affected areas; and

WHEREAS, staff has negotiated an increase to the Basis Fees for implementing the required design modifications to the 100% Construction Documents in the amount of \$14,927, and additional Supplemental Services fees for Civil Engineering and Survey Services in the amount of \$24,700 resulting in a net increase to the Project Consultant's Basic Fees and Supplemental Services in the amount of \$39,627.

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, 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 perform all the duties associated with the scope changes as set forth below:

	Original Amount	First Amendment Revisions	Description	Second Amendment Amount	Revised Amount
Basic Fees	\$125,000	\$0	Revision Fire Sprinkler Scope	\$14,927	\$139,927
Testing Allowances	\$35,000	\$0	N/A	\$0	\$35,000
Additional Services	\$10,000	\$0	N/A	\$0	\$10,000
Supplemental Services	\$30,000	\$0	N/A	\$24,700	\$54,700
<b>Total</b>	<b>\$200,000</b>	<b>\$0</b>	<b>N/A</b>	<b>\$39,627</b>	<b>\$239,627</b>

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;
  - c. then 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.

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For the Project known as:     **Driftwood Elementary School**  
  **Project No. P.002064**  
  **SMART Program Renovations**

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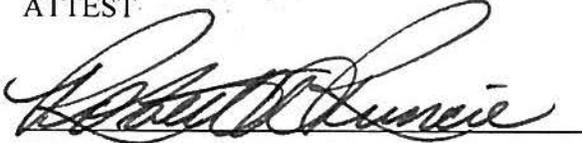
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

**FOR OWNER**

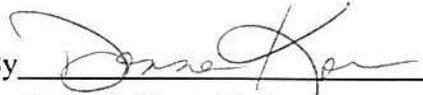
(SEAL)



ATTEST

  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel

[Remainder of page intentionally left blank]



**FOR PROJECT CONSULTANT**

**RGD & Associates, Inc., d/b/a  
RGD Consulting Engineers**

By *Nathaniel A. Davenport*  
Nathaniel A. Davenport, President

ATTEST:

\_\_\_\_\_  
, Secretary

-or-

*Ed Hoff*  
Witness

*[Signature]*  
Witness

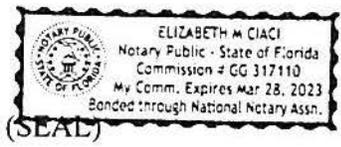
CA# 5454  
Project Consultant's Registration Number

STATE OF FLORIDA     )  
                  Palm Beach)  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 5<sup>th</sup> day of MAY, 2020 by **Nathaniel A. Davenport of RGD & Associates, Inc., d/b/a RGD Consulting Engineers** 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:



*Elizabeth M. Ciaci*  
Signature, Notary Public  
Elizabeth M. Ciaci  
Printed Name of Notary

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-9./Second Amendment to Professional Services Agreement  
RGD Consulting Engineers Orlando, LLC  
Driftwood Elementary School, Hollywood  
Project No. P.002064  
SMART Program Renovations  
RFQ 18-107C

School Board Meeting: 05/19/2020

The financial impact of this item is \$39,627

- ( ) This project has not been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). 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 4, 2019). There is no impact to the project budget.
- (X) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is no current impact to the project budget. There is a potential future impact to the project budget.
- ( ) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). 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



5/5/2020

Signature

Date

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.