



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-06-23 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-5.

TITLE:
Second Amendment to Professional Services Agreement - RGD Consulting Engineers Orlando, LLC - South Plantation High School - Plantation - Project No. P.002090 - SMART Program Renovations - RFQ 18-130C

REQUESTED ACTION:
Approve the Second Amendment for a credit in the amount of \$27,501 to the Professional Services Agreement dated March 6, 2018, with RGD Consulting Engineers Orlando, LLC, South Plantation High School, Project No. P.002090, SMART Program Renovations, RFQ 18-130C, and to approve the removal of the HVAC scope of work for Building 1, which will be presented as a separate item to the Board for approval at a future date.

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:
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
6/15/2020, 2:47:01 PM

Approved In Open Board Meeting On: JUN 23 2020
By: *Donna Kow*
School Board Chair.

EXECUTIVE SUMMARY

**Second Amendment to Professional Services Agreement
 RGD Consulting Engineers Orlando, LLC
 South Plantation High School, Plantation
 Project No. P.002090
 SMART Program Renovations
 RFQ 18-130C**

PROJECT OVERVIEW:

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

GENERAL OVERVIEW:

The Professional Services Agreement was approved by the Board on March 6, 2018 (Agenda Item JJ-1).

The purpose of this Second Amendment for a credit in the amount of \$27,501 to the Professional Services Agreement with RGD Consulting Engineers Orlando, LLC, is to remove the fire sprinkler scope of work from two (2) rooms in Building 1 and Building 12 (a standalone concession and restroom building). This determination was made on March 18, 2020, by the Task Assigned District’s Chief Fire Official.

In addition, due to differences in the minimum required scope of work and/or basic design concepts to address the critical indoor air quality conditions in Building 1, the current HVAC scope of work for this building will be removed and assigned to another Engineering firm to perform; a firm that had performed similar design duties for various prototypical schools. Moreover, it was determined that the HVAC scope of work for Building 1 has evolved and become more complex. As a result, a separate project will be required to address this additional HVAC scope of work in Building 1 which will require Board approval at a future date.

Staff and the Project Consultant mutually agreed to credits to the School Board for the removal of scope in the amounts of: \$1,400 for the removal of the fire sprinklers in Buildings 1 and 12; \$23,101 for removal of HVAC scope in Building 1; and \$3,000 for removal of HVAC and Roofing from the scope of work for various portables for the SMART Program Renovations at South Plantation High School.

AGENDA ITEM	AGENDA ITEM No.	DATE APPROVED	DESCRIPTION	AMOUNT	REVISED FEE AMOUNT
Original PSA	JJ-1	3/06/2018	Professional Services Agreement	\$380,000	\$380,000
First Amendment	J-3	4/24/2018	e-Builder Language	\$0	\$380,000
Second Amendment	JJ-5	Pending Board Approval	Descope Fire Sprinklers Buildings 1 and 12, Descope HVAC in Building 1, and Descope HVAC in Various Portables	(\$27,501)	\$352,499

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 6th day of March, 2018, is entered into this 23rd day of June, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **South Plantation High School
Project No. P.002090
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 6th 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, on March 18, 2020, the Task Assigned District's Chief Fire Official removed new fire sprinklers from the scope of work for Buildings 1 and 12 because Building 1 contained existing fire sprinklers, and because Building 12 is a standalone concession and restroom building; and

WHEREAS, late in the project design phase, District Staff and the Project Consultant could not agree to the minimum required scope of work to address the indoor air quality issues in Building 1; and

WHEREAS, as a result of this disagreement, the HVAC scope of work for Building 1 was removed from this Agreement and assigned to another Engineering firm to perform; and

WHEREAS, it was determined that HVAC and Roofing should be removed from the scope of work for various portables; and

WHEREAS, in accordance with Article 5.2.2. of the Agreement, staff and the Project Consultant mutually agreed to credits to the School Board for the removal of scope in the amounts of: \$1,400 for the removal of the fire sprinklers in Buildings 1 and 12; \$23,101 for removal of HVAC scope in Building 1; and \$3,000 for removal of HVAC and Roofing from the scope of work for various portables.

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	\$280,000	\$0	Descope Fire Sprinklers Buildings 1 and 12	(\$1,400)	\$252,499
			Descope HVAC in Building 1	(\$23,101)	
			Descope HVAC and Roofing in Various Portables	(\$3,000)	
Testing Allowances	\$40,000	\$0	N/A	\$0	\$40,000
Additional Services	\$20,000	\$0	N/A	\$0	\$20,000
Supplemental Services	\$40,000	\$0	N/A	\$0	\$40,000
Total	\$380,000	\$0	N/A	(\$27,501)	\$352,499

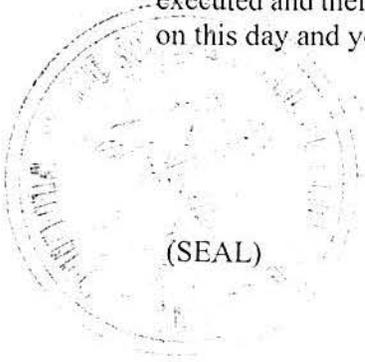
3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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.



(SEAL)

FOR OWNER

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, 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



RGD & Associates, Inc., dba
RGD Consulting Engineers

By Nathaniel A. Davenport
Nathaniel A. Davenport, President

_____, Secretary

-or-

Walt Brown
Witness

Jaelyn Brown
Witness

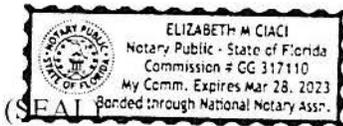
5454
Project Consultant's Registration Number

STATE OF FLORIDA)
 Palm Beach)
COUNTY OF ~~BROWARD~~)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27th day of MAY, 2020 by Nathaniel A. Davenport of RGD & Associates, Inc., dba RGD Consulting Engineers on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification personally known 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-5./Second Amendment to Professional Services Agreement
RGD Consulting Engineers Orlando, LLC
South Plantation High School, Plantation
Project No. P.002090
SMART Program Renovations
RFQ 18-130C

School Board Meeting: 06/23/2020

The financial impact of this item is (\$27,501)

() 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

Handwritten signature of Omar Shim

6/11/2020

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.