



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
JJ-18.

MEETING DATE	2020-08-19 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

TITLE:

Fourth Amendment to the Professional Services Agreement - ACAI Associates, Inc. - Northeast High School - Oakland Park - Project No. P.001684 - SMART Program Renovations - RFQ 16-166C

REQUESTED ACTION:

Approve the Fourth Amendment in the amount of \$364,722.26 to the Professional Services Agreement dated August 16, 2016 with ACAI Associates, Inc., Northeast High School, Project No. P.001684, SMART Program Renovations, RFQ 16-166C.

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 impact to the project budget.

EXHIBITS: (List)

(1) Executive Summary (2) Fourth 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
8/10/2020, 5:49:16 PM

Approved In Open Board Meeting On:

AUG 19 2020

By:
 School Board Chair

EXHIBIT 1

EXECUTIVE SUMMARY

**Fourth Amendment to Professional Services Agreement
 Construction Management at Risk (CMAR) Project Delivery
 ACAI Associates, Inc.
 Northeast High School, Oakland Park
 Project No. P.001684
 SMART Program Renovations
 RFQ 16-166C**

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreement (CMAR Project Delivery)
Project Architect:	ACAI Associates, Inc.
Authorization to Proceed: Date:	TBD
Original Funding Allocation:	See Below

GENERAL OVERVIEW:

The Professional Services Agreement was approved by the Board on August 16, 2016 (Agenda Item JJ-6).

At the July 31, 2018 Special School Board Meeting (Item 10), the Board approved and adopted the Base Recommendation to proceed with the demolition of various buildings, site restoration, and the construction of a new 24-classroom addition. On April 21, 2020 at the Regular School Board Meeting (Agenda Item JJ-5), the Board approved GMP Amendment 2 (GMP 2) to the Construction Services Agreement (CSA) with Pirtle Construction, Inc. that included the approved and adopted Base Recommendation SMART scope of work for Northeast High School. Zyscovich, Inc. was approved by the Board to perform design services for the new 24-classroom addition, while ACAI Associates, Inc. will continue performing design services related to the renovations with the exception of the buildings that will be demolished in preparation for the new classroom addition.

The purpose of this Fourth Amendment to the Professional Services Agreement with ACAI Associates, Inc., is for the preparation of new construction documents to include removal/addition of scope requirements as a result of the demolition of the buildings included in GMP 2. This will include the following scope modifications: repair of stormwater drainage for Building 3; repair of fire sprinklers to Buildings 6 and 7; repair damaged roof soffit, removal of the fire line, and removal of the fire sprinkler service in Building 12; removal of the fire sprinkler scope in Building 18 (Note: All fire related scope of work was reviewed and determined by the Task Assigned District's Chief Fire Official). ACAI Associates, Inc. agrees to perform all design services required to incorporate the above-referenced scope modifications for an increase to Basic Services Fees in the amount of \$354,722.26 and a \$10,000 increase to Supplemental Services for a total increase in the amount of \$364,722.26 for the SMART Program Renovations at Northeast High School.

AGENDA ITEM	AGENDA ITEM No.	DATE APPROVED	DESCRIPTION	AMOUNT	REVISED FEE AMOUNT
Original PSA	JJ-6	8/16/2016	Professional Services Agreement (CMAR Project Delivery)	\$955,000	\$955,000
First Amendment	J-6	5/2/2017	Expedite Portions of the Scope of Work Design	\$30,300	\$985,300
Second Amendment	JJ-11	8/6/2019	Additional Pre-Design Testing	\$16,500	\$1,001,800
Third Amendment	JJ-7	12/18/2018	Increase to Basic Services Fees associated with Modifications of All Documents for the HVAC Design Changes at Owner's Request	\$37,597	\$1,039,397
Fourth Amendment	JJ-18	Pending Board Approval	Fee increase associated with changes to Fire Sprinklers, Stormwater Drainage, repairs to damaged roof and Supplemental Services Fees	\$354,722.26	\$1,404,119.26
				\$10,000	

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](#).

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT
CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES**

This Fourth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and ACAI Associates, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 16th day of August, 2016, is entered into this 19th day of August, 2020 by and between the Owner and the Project Consultant.

For the project known as: **Northeast High School
Project No. P.001684
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16th day of August, 2016, is in full force and effect as revised by the First Amendment dated May 2, 2017, and by the Second Amendment dated June 27, 2017, and by the Third Amendment dated December 18, 2018; and

WHEREAS, on November 1, 2016, the School Board approved a Construction Manager at Risk ("CMAR") Agreement with Gilbane Building Company ("Gilbane") for the Project; and

WHEREAS, at a Special School Board Meeting held on September 26, 2017, the School Board approved Guaranteed Maximum Price ("GMP") Amendment 1 with Gilbane for the Single Point of Entry scope of work at the Project and

WHEREAS, on June 25, 2019, after failing to reach agreement on GMP 2 for the remainder of the Project, the School Board approved the termination of the CMAR Agreement with Gilbane without cause; and

WHEREAS, on August 13, 2019, the School Board approved a CMAR Agreement with successor Construction Manager, Pirtle Construction Company ("Pirtle"); and

WHEREAS, after Pirtle worked together with the Project Consultant to refine the scope of work, on April 21, 2020, the School Board approved Pirtle's GMP 2 in the amount of \$19,996,611 for SMART Program Renovations; and

WHEREAS, the refinement of the scope of work identified in GMP 2 requires modification of the construction documents to include: the removal of fire sprinkler service

in Building 12; add fire sprinklers to Buildings 6 and 7; descope fire sprinklers in Building 18; descope the fire line in Building 12; add fire line supply to Buildings 6 and 7; add stormwater drainage for Building 3; repair damaged roof soffit at Building 12; and

WHEREAS, the original anticipated a construction duration of 395 days was subsequently extended to 878 days via Board-approval of GMP 2 on April 21, 2020. The extended construction duration resulted in the need for an additional 483 days of Construction Administration services by the Consultant; and

WHEREAS, the Project Consultant and Owner negotiated additional fees for the extended Construction Administration services in the amount of \$317,181.26; and

WHEREAS, the Project Consultant agrees to perform all design services required to incorporate the above-referenced scope modifications for a total increase to Basic Services Fees in the amount of \$354,722.26 and a \$10,000 increase to Supplemental Services; and

WHEREAS, the Owner's Program Manager, CBRE | Heery and District staff have successfully negotiated and hereby recommend such additional fees as set forth herein below.

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 related design services for the revision in Scope for the Project identified in Table 1 on page 3 of this Fourth Amendment.
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 Fourth Amendment to Agreement; then
 - b) the Third Amendment to Agreement; then
 - c) the Second Amendment to Agreement; then
 - d) the First Amendment to Agreement; then
 - e) the Agreement.

5. **Authority:** Each person signing this Fourth Amendment on behalf of either party warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Description	Fourth Amendment Amount	Revised Amount
Basic Fees	\$880,000	\$30,300	N/A	\$37,597	\$26,648 fee increase associated with changes to Fire Sprinklers and Stormwater Drainage and repairs to damaged roof	\$354,722.26	\$1,302,619.26
					\$5,093 fee increase associated with Stormwater Drainage		
					\$5,800 associated with repairs to storm damaged roof soffit		
					\$317,181.26 increased for Contract Administration Fees for Scope Revisions		
Allowances	\$75,000	N/A	\$16,500	N/A	N/A	N/A	\$91,500
Supplemental Services	N/A	N/A	N/A	N/A	N/A	\$10,000	\$10,000
Total	\$955,000	\$30,300	\$16,500	\$37,597	\$364,722.26	\$1,404,119.26

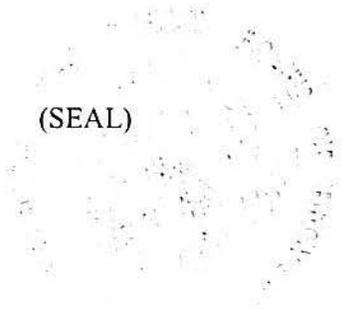
Table 1

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IN WITNESS WHEREOF, the parties hereto have caused this Fourth 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

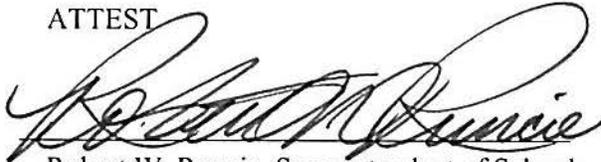
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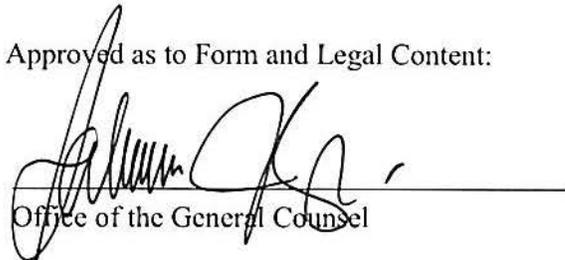
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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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COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-18./Fourth Amendment to Professional Services Agreement
ACAI Associates, Inc.
Northeast High School, Oakland Park
Project No. P.001684
SMART Program Renovations
RFQ 16-166C

School Board Meeting: 08/19/2020

The financial impact of this item is \$364,722.26

() 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.

OS (X) This project has been appropriated in the Adopted District Educational Facilities Plan (September 4, 2019). There is no impact to the project budget.

() 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

Omar Shim

Signature

8/10/2020

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.