



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2020-09-15 10:05 - Regular School Board Meeting

AGENDA ITEM: ITEMS

CATEGORY: JJ. OFFICE OF FACILITIES & CONSTRUCTION

DEPARTMENT: Facilities Pre-Construction

Special Order Request
 Yes No

Time

Open Agenda
 Yes No

ITEM No.:

JJ-6.

TITLE:
 Second Amendment to the Professional Services Agreement - Sol-ARCH - Plantation Middle School - Plantation -Project No. P.001729 - SMART Program Renovations - RFQ 17-053C

REQUESTED ACTION:
 Approve the Second Amendment in the amount of \$241,334 to the Professional Services Agreement dated January 18, 2017 with Sol-ARCH, Inc., Plantation Middle School, Project No. P.001729, SMART Program Renovations, RFQ 17-053C.

SUMMARY EXPLANATION AND BACKGROUND:
 Purpose of this 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) Second Amendment (3) Collaboration Form

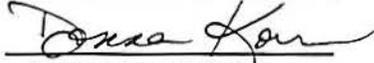
BOARD ACTION:
APPROVED
 (For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Shelley N. Meloni, Director, Pre-Constr.	Phone: 754-321-1515
Name: Kathleen Langan, Director, AECOM	Phone: 754-321-4850

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title
 Frank Girardi - Executive Director

Signature
 Frank L. Girardi
 9/3/2020, 6:10:24 PM

Approved In Open Board Meeting On: **SEP 15 2020**
 By: 
 School Board Chair

EXECUTIVE SUMMARY

**Second Amendment to Professional Services Agreement
Sol-ARCH, Inc.
Plantation Middle School, Plantation
Project No. P.001729
SMART Program Renovations
RFQ 17-053C**

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreement
Project Architect:	Sol-ARCH, Inc.
Authorization to Proceed:	TBD
Original Funding Allocation:	See Below

GENERAL OVERVIEW:

The Professional Services Agreement was approved by the Board on January 18, 2017 (Agenda Item JJ-2).

The purpose of this Second Amendment in the amount of \$241,334 to the Professional Services Agreement with Sol-ARCH, Inc., is for adjustments to the Basic Services Fees associated with an increase to the FLCC for the SMART Program Renovations at Plantation Middle School. Included in this amount is a reduction in the amount of \$25,800 for deliverable delays. This is based on a Construction Bid Recommendation awarded to Lee Construction Group, Inc. in the amount of \$5,234,819.95 that was approved by the Board on March 3, 2020 (Agenda Item JJ-1).

The table below reflects the FLCC amounts by which the Professional Services Fee Percentages are calculated.

Original FLCC	Original % Fee	New FLCC	New % Fee
\$2,309,449	8.8%	\$5,234,820	9.0%

AGENDA ITEM	AGENDA ITEM No.	DATE APPROVED	DESCRIPTION	AMOUNT	REVISED FEE AMOUNT
Original PSA	JJ-2	1/18/2017	Professional Services Agreement	\$254,000	\$254,000
First Amendment	JJ-3	3/20/2018	eBuilder Language	\$0	\$254,000
Second Amendment	JJ-6	Pending Board Approval	Adjustment Associated with Increase to FLCC	\$267,134	align="right">\$495,334
				\$(25,800)	

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 18th day of January, 2017, is entered into this 15th day of September, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Plantation Middle School
Project No. P.001729
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of January, 2017, is in full force and effect as revised by the First Amendment dated 20th day of March, 2018; and

WHEREAS, pursuant to Article 2.1.2 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, the initial Project Consultant's fee for the Project of \$254,000 was established at approximately 11.00% of the original Fixed Limit of Construction Cost (FLCC) of \$2,309,449; and

WHEREAS, pursuant to Article 2.1.2 of the Agreement, the Project Consultant'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 March 3, 2020 the Board approved the recommendation to award the Construction Agreement for this Project to Lee Construction Group, Inc. for a lump sum of \$5,234,820; and

WHEREAS, a portion of this additional funding was used to increase the FLCC from \$2,925,371 to \$5,234,820; and

WHEREAS, pursuant to Article 2.1.2 and Attachment 6.b of the Agreement, the Project Consultant has requested a fee adjustment based on the increase to the FLCC that will increase basic fees in the amount of \$241,334. This fee increase was calculated as 9.00% of the adjusted FLCC, minus a negotiated credit from the Project Consultant in the amount of \$25,800; 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 above and 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 additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Description	Second Amendment Amount	Revised Amount
Basic Fees	\$204,000	\$0	\$267,134 fee increase associated with increase to FLCC; and \$25,800 negotiated credit	\$241,334	\$445,334
Supplemental Services	\$0	\$0	N/A	\$0	\$0
Allowances	\$50,000	\$0	N/A	\$0	\$50,000
Total	\$254,000	\$0	---	\$241,334	\$495,334

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.

(Remainder of page intentionally left blank)

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**

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT



Sol-ARCH, Inc.

_____, Secretary

[Signature]
Raul Bejel, President

-or-

[Signature]

Jessica D. Ortega, Witness

[Signature]

Reynaldo Hernandez, Witness

AR95889
Project Consultant's
Registration Number

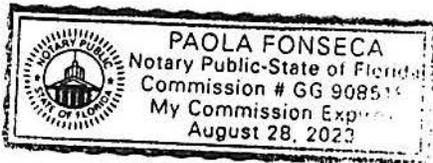
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8th day of August, 2020 by Raul Bejel 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: 08/28/2020

(SEAL)



[Signature]

Signature, Notary Public
Paola Fonseca

Printed Name of Notary

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Item #/Title of Agenda Request Item: JJ-6./Second Amendment to Professional Services Agreement
Sol-ARCH, Inc.
Plantation Middle School, Plantation
Project No. P.001729
SMART Program Renovations
RFQ 17-053C

School Board Meeting: 09/15/2020

The financial impact of this item is \$241,334

- () 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 9/21/2020
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.