



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE 2020-04-21 10:00 - 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-3.

**TITLE:**  
 First Amendment to the Prof. Svcs. Agrmt. (CMAR Proj. Deliv.) - Laura M. Perez and Associates, Inc. - Pkg B: Sheridan Technical High School - P.002128 - Deerfield Beach High School - P.002134 - SMART Program Renovations - RFQ 19-015C

**REQUESTED ACTION:**  
 Approve the First Amendment to the Professional Services Agreement (Construction Management at Risk Project Delivery) with Laura M. Perez and Associates, Inc., for Package B: Sheridan Technical High School, P.002128, and Deerfield Beach High School, P.002134, Smart Program Renovations, RFQ 19-015C.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 For Details 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.

**EXHIBITS: (List)**  
 (1) Executive Summary (2) First Amendment (3) Collaboration Form (4) Memo to Revise

**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  
 4/20/2020, 7:07:25 PM

Approved In Open Board Meeting On: **APR 21 2020**  
 By: *Janice Kern*  
 School Board Chair

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

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

This First Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and **Laura M. Perez and Associates, Inc.** (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 2<sup>nd</sup> day of October, 2018, is entered into this 21<sup>st</sup> day of April, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Sheridan Technical High School  
Project No. P.002128  
SMART Program Renovations  
Deerfield Beach High School  
Project No. P.002134  
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 2<sup>nd</sup> day of October, 2018, is in full force and effect; and

WHEREAS, the Agreement is a traditional Design/Bid/Build Professional Services Agreement ("D/B/B PSA") wherein the Project Consultant was required to complete Construction Documents design prior to the Owner seeking bids to construct the Project; and

WHEREAS, in order to facilitate an increase of minority participants, the Owner desires to change the Agreement from a D/B/B PSA to a Construction Manager at Risk PSA ("CMAR PSA"); and

WHEREAS, a CMAR PSA requires the Project Consultant to work collaboratively with a Construction Manager to develop the design of the Project pursuant to a CMAR Agreement between the Owner and Construction Manager; and

WHEREAS, Staff and the Project Consultant have negotiated a proposed increase in the Professional fees to incorporate the additional work required under a CMAR PSA Sheridan Technical High School in the amount of \$40,000; Deerfield Beach High School in the amount of \$25,000, for a total increase of \$65,000.

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.**
  - a. **Scope of Services.** The Project Consultant shall perform all work identified in the CMAR PSA attached hereto as **Exhibit "A."** The CMAR PSA shall replace the DBB PSA in its entirety. Specific changes to the existing DBB PSA to incorporate requirements of the CMAR PSA are indicated in attached **Exhibit "B"** as either ~~stricken text~~ (deleted text) or **bold underlined text** (added text).
  - b. **Fees.** The additional work associated with the change from DBB to CMAR results in a net increase to the Project Consultant's Fees in the amount of in the amount of \$40,000 for Sheridan Technical High School; in the amount of \$25,000 for Deerfield Beach High School.

**Sheridan Technical High School:**

	Original PSA Amounts	First Amendment Revisions	Description	Revised Amount
Basic Fees	\$150,000	\$30,000	Additional obligation to work with CMAR.	\$180,000
Allowances	\$35,000	\$0	N/A	\$35,000
Supplemental Services	\$20,000	\$10,000	Additional Supplemental Services	\$30,000
<b>Total</b>	<b>\$205,000</b>	<b>\$40,000</b>	N/A	<b>\$245,000</b>

**Deerfield Beach High School:**

	Original PSA Amounts	First Amendment Revisions	Description	Revised Amount
Basic Fees	\$250,000	\$25,000	Additional obligation to work with CMAR.	\$275,000
Allowances	\$25,000	\$0	N/A	\$25,000
Supplemental Services	\$25,000	\$0	N/A	\$25,000
<b>Total</b>	<b>\$300,000</b>	<b>\$25,000</b>	N/A	<b>\$325,000</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 First Amendment to Agreement; then
- b) the Agreement.

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

**(Remainder of page intentionally left blank)**

IN WITNESS WHEREOF, the parties hereto have caused this First 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)

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

LAURA M. PEREZ AND ASSOCIATES, INC.

By [Signature]  
Laura M. Perez, President

ATTEST:

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

-or-

Witness [Signature]  
Witness [Signature]

AR0011674  
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 13 day of April, 2020 by Laura M. Perez of Laura M. Perez and Associates, 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:

[Signature]  
Signature, Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

