



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE 2018-03-20 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-3.

TITLE:
 First Amendment to Professional Services Agreements - Versions 1-4 - Multiple ~~Contractors~~ Design Professionals - Multiple ~~Schools~~ Projects - SMART Program Renovations

REQUESTED ACTION:
 Approve the First Amendment to the Professional Services Agreements Versions 1-4, Multiple ~~Contractors~~ Design Professionals, Multiple ~~Schools~~ Projects, SMART Program Renovations.

SUMMARY EXPLANATION AND BACKGROUND:
 Amend Professional Services Agreements: See ~~executive~~ Executive Summary (Exhibit 1).
 A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: <http://webappe.browardschools.com/eAgenda/>
 These Amendments have 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: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
 There is no direct financial impact. The cost of e-Builder licenses is built into the Professional Services Agreement as a reimbursable expense.

EXHIBITS: (List)
 (1) Executive Summary (2) Redlines to PSA V1 (3) Redlines to PSA V2 (4) Redlines to PSA V3 and PSA V4 (5) Amendments - ONLINE (6) Memo to Revise

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Shelley N. Meloni, Director	Phone: (754) 321-1515
Name: Robert C. Corbin, Heery Director	Phone: (754) 321-4850

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

Leo Bobadilla - Chief Facilities Officer

Signature
 Leo Bobadilla Jr
 Friday, March 16, 2018 3:36:40 PM

Approved In Open Board Meeting On: **MAR 20 2018**

Mona Rupert
 School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

Robert W. Runcie
Superintendent Of Schools

Telephone: 754-321-2600

Facsimile: 754-321-2701

March 16, 2018

TO: School Board Members

FROM: Leo Bobadilla
Chief Facilities Officer



VIA: Robert W. Runcie
Superintendent of Schools



SUBJECT: REVISIONS TO AGENDA ITEM JJ-3. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS – VERSIONS 1-4 – MULTIPLE CONTRACTORS – MULTIPLE SCHOOLS – SMART PROGRAM RENOVATIONS, FOR THE MARCH 20, 2018 REGULAR SCHOOL BOARD MEETING

The following are revisions to Agenda Item JJ-3. First Amendment to Professional Services Agreements – Versions 1-4 – Multiple Contractors – Multiple Schools – SMART Program Renovations, for the March 20, 2018 Regular School Board Meeting:

- Exhibit 1 – replace with attached revised Exhibit 1
- Exhibit 5
 - Broadview ES - Replace Amendment with attached completed Amendment
 - Maplewood ES - Replace Amendment with attached completed Amendment

RWR/LB/SNM/RC:ma
Attachments

c: Senior Leadership Team

EXECUTIVE SUMMARY

**Amendment to Professional Services Agreements
Multiple Design Professionals
Multiple Projects
SMART Program Renovations**

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreements
Project Consultant:	Multiple Design Professionals
Notice to Proceed Date:	Pending Board Approval
Budget:	See Below

GENERAL OVERVIEW:

Background:

Professional Services Agreements (PSA) have been approved and executed under the SMART Program since June 21, 2016. Since then, there have been four (4) versions approved and executed. The below attached table illustrates the Designers currently under contract for each of the versions (V1, V2, V3, and V4) and the totality of the PSAs that are being amended by this action.

DESIGNER	NOV 30, 2015 Version 1 (V1)	MAY 11, 2016 Version 2 (V2)	MAR 01, 2017 Version 3 (V3)	AUG 28, 2017 Version 4 (V4)	Total
ACAI Associates, Inc.	0	2	0	0	2
BRPH Architects Engineers, Inc.	0	1	0	0	1
Cartaya and Associates Architects, P.A.	0	1	0	1	1
CES Engineering Services, LLC	0	2	0	0	3
Crain Atlantis Engineering, Inc.	5	1	0	0	6
CSA Central, Inc.	3	0	0	0	3
FICE Design, Inc.	4	4	0	0	8
Jorge A. Gutierrez Architect LLC	7	0	1	0	8
KVH Architects, P.A.	0	0	0	1	1
Laura M. Perez and Associates, Inc.	0	0	1	0	1
LIMCO Engineering, Inc.	0	0	3	1	4
LIVS Associates	0	3	0	0	3
M.C. Harry and Associates, Inc.	5	1	0	0	6
Nyarko Architectural Group, Inc.	5	0	1	0	6
Rodriguez Architects, Inc.	0	0	1	1	2
Silva Architects, LLC	0	0	1	0	1
Sol-Arch, Inc.	5	3	0	0	8
Song & Associates, Inc.	1	0	4	2	7
The Tamara Peacock Company Architects of Florida, Inc.	2	0	2	0	4
VIA Design Studio, LLC	0	3	1	0	4
Williamson Dacar Associates, Inc.	6	0	0	0	6
Wolfberg/Alvarez and Partners, Inc.	2	0	1	0	3
Total	45	21	16	6	88

The purpose of the Amendments to the Professional Services Agreements approved under PSA V1 dated November 30, 2015, from period starting June 21, 2016, through February 7, 2017, is to add new provisions under Article 1.3.2.12, revise Article 11.3.1.4.2, replace Article 12.10 in its entirety, and add new provisions to Article 4.1.12.

These Amendments are intended to improve the quality and clarity of the Agreements which arose subsequent to administration of these Professional Services Agreements. The impact of these changes are as follows:

- Article 1.3.2.12 – ADD – This language protects the District such that ANY unapproved item that appears in construction documents must be removed by the Consultant without compensation.
- Article 11.3.1.4.2 – REVISE – This language protects the District and the designers. As experience illustrates, the budget for the FLCC is typically less than what is actually needed to deliver the defined scope. This language provides clear options for the District and protection to the Consultant with respect to justifiable increases in effort, resulting in additional compensations.
- Article 12.10 – REPLACE – This language further clarifies that if the Owner causes the Consultant to modify CDs to meet the original FLCC, the Owner will negotiate additional compensations.
- Article 4.1.12 – ADD – This language requires the Consultant to utilize the Owner’s project software, *e-Builder*, at no cost to the Owner. This will ensure the Owner that records created by the Consultant will be entered in the Owner’s software system.

The purpose of the Amendment to the Professional Services Agreements approved under PSA V2 dated May 5, 2016, from period starting July 25, 2017, through February 21, 2018, is to add new provisions under Article 2.1.11.1, revise Article 2.4.3.4, replace Article 2.5.9 in its entirety, and add new provisions to Article 4.1.12.

These Amendments are intended to improve the quality and clarity of the Agreements which arose subsequent to administration of these Professional Services Agreements. The impact of these changes are as follows:

- Article 2.1.11.1 – ADD – This language protects the District such that ANY unapproved item that appears in construction documents must be removed by the Consultant without compensation.
- Article 2.4.3.4 – REVISE – This language protects the District and the designers. As experience illustrates, the budget for the FLCC is typically less than what is actually needed to deliver the defined scope.
- This language provides clear options for the District and protection to the Consultant with respect to justifiable increases in effort, resulting in additional compensations.
- Article 2.5.9 – REPLACE – This language further clarifies that if the Owner causes the Consultant to modify CDs to meet the original FLCC, the Owner will negotiate additional compensations.
- Article 4.1.12 – ADD – This language requires the Consultant to utilize the Owner’s project software, *e-Builder*, at no cost to the Owner. This will ensure the Owner that records created by the Consultant will be entered in the Owner’s software system.

The purpose of the Amendment to the Professional Services Agreements approved under PSA V3 dated March 3, 2017, and PSA V4 dated August 28, 2017, from period starting July 25, 2017 through February 21, 2018, is to add new provisions under Article 2.1.11.1, revise Article 2.4.4.6, replace Article 2.5.9 in its entirety, and add new provisions to Article 4.1.12. *Note: The content of the aforementioned Agreements (PSA V3 and PSA V4) is the same. The only difference is the approval date of each Agreement.*

These Amendments are intended to improve the quality and clarity of the Agreements which arose subsequent to administration of these Professional Services Agreements. The impact of these changes are as follows:

- Article 2.1.11.1 – ADD – This language protects the District such that ANY unapproved item that appears in construction documents must be removed by the Consultant without compensation.
- Article 2.4.4.6 – REVISE – This language protects the District and the designers. As experience illustrates, the budget for the FLCC is typically less than what is actually needed to deliver the defined scope. This language provides clear options for the District and protection to the Consultant with respect to justifiable increases in effort, resulting in additional compensations.

- Article 2.5.9 – REPLACE – This language further clarifies that if the Owner causes the Consultant to modify CDs to meet the original FLCC, the Owner will negotiate additional compensations.
- Article 4.1.12 – ADD – This language requires the Consultant to utilize the Owner’s project software, e-Builder, at no cost to the Owner. This will ensure the Owner that records created by the Consultant will be entered in the Owner’s software system.

There is no direct cost to the District as a result of these language changes. Any costs that would be incurred would have to be approved in a future amendment by the Board. The cost of *e-Builder* licenses is built into the Professional Services Agreement as a reimbursable expense (See Exhibits 2, 3, and 4 for redlined versions).

The Project Consultants have agreed to amend the articles proposed by the Owner (see table outlined on page 1 for details).

The Amendments to the Professional Services Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

**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 ACAI Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 2nd day of May, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Gulfstream Academy of Hallandale Beach K-8
Project No. P.001822
SMART Program Renovations
FLCC: \$3,457,275**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 2nd day of May, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- .4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.


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.

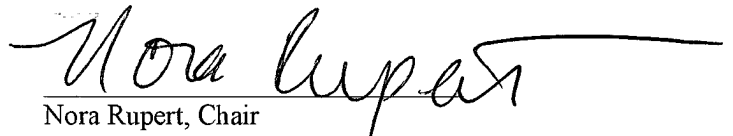
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:

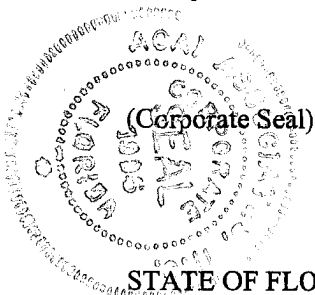

Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
ACAI Associates, Inc.

Adolfo Cotulla, President

Don Wilkin
Principal



STATE OF FLORIDA

COUNTY OF BROWARD

AAC-1323

Project Consultant's
Registration Number

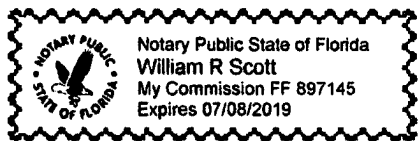
The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2018 by
ADOLFO J. COTULLA of ACAI ASSOC., INC. on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 07.08.2019

(SEAL)



William R. Scott
Signature, Notary Public

WILLIAM R. SCOTT
Printed Name of Notary

FF 897145
Notary's Commission

EXHIBIT 2

- 1.3.2.2 Complete those design services in accordance with the Project Development Schedule as developed by the Design Professional from the Owners original schedule and finalized with Owner concurrence. See Attachment 3 for Owner's original sample schedule.
- 1.3.2.3 Participate in the Value Engineering reviews at the end of schematic Design and Design Development phases.
 - 1.3.2.3.1 Design Professional shall integrate Owner's accepted Value Engineering proposals into the documents. If the VE proposals require substantial revisions as determined by the Owner, then these revisions will be considered Supplemental Services (see Attachment 7).
- 1.3.2.4 Participate in the Constructability Reviews at the end of the Construction Documentation phase.
 - 1.3.2.4.1 Design Professional shall integrate the Owner's accepted constructability review proposals into the documents. If the Constructability Review proposals require substantial revisions as determined by the Owner, then these revisions will be considered Supplemental Services (see Attachment 7).
- 1.3.2.5 Participate in all meetings where the content of the design and construction documents will be coordinated and reconciled, as scheduled during any phase of the project.
- 1.3.2.6 Provide Statement of Probable Construction Costs at the times as identified in the Basic Phasing Document (Attachment 2).
- 1.3.2.7 Provide a Permitting Plan utilizing the sample tracking format as found in Attachment 4.
- 1.3.2.8 The Design Professional shall attend project design review meetings as required for the Project with representatives of the Design Professional's Consultants throughout the design process, reviewing project budget, scheduling, scope, Consultant's development and progress, and any special issues related to the continuing progress of the project. The Design Professional shall provide meeting minutes, sketches and other documents as needed to illustrate progress and for the resolution of discussed issues requiring the Owner's review, comments, input or direction.
- 1.3.2.9 The Design Professional shall attend the project construction meetings as required for the project for the construction phases. The Design Professional shall provide Meeting Minute Commentaries for all noted design related and constructability related issues for resolution as well as for new issues presented in the meeting.
- 1.3.2.10 The Design Professional will immediately investigate any non-conforming or suspect in place work or document issue that is brought to his attention by others or is discovered by the Design Team's site visits. The Design Professional shall provide written recommendations to the Owner for these types of issues for review and Owner direction. Note that the Contractor shall be required to document all questions in the Request for Information format (RFI).
- 1.3.2.11 The Design Professional shall identify inappropriate plan review rejections, including category, in writing to the Owner within 5 days of receipt.
- 1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:
 - 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
 - 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
 - 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

- 4.1.10. The Owner shall arrange for access to and make all provisions for the Design Professional to enter the site set forth in the Authorization to Proceed to perform the Services to be provided by the Design Professional under this Agreement. The Design Professional acknowledges that such access may be provided during times that are not the normal business hours of the Design Professional.
- 4.1.11. Wherever the terms of this Agreement refer to an action, consent, or approval to be provided by the Owner or some notice, report or document is to be provided to the Owner, such reference to "Owner" shall mean Owner's designee, unless otherwise stated.
- 4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

PART 5 – TERMS AND CONDITIONS

PART 5 – ARTICLE 1 – Miscellaneous

- 5.1.1. Unless the content of the Agreement otherwise clearly states, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 5.1.2 The use of gender in this agreement is inter-changeable for both male and female in all instances.

PART 5 – ARTICLE 2 – Liability

- 5.2.1 This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
 - B. By Design Professional: Design Professional agrees to indemnify and hold harmless and defend SBBC, its servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its servants and employees may pay or become obligated to pay on account of any claim or action founded thereon, arising or to have arisen out of the products, or services furnished by Design Professional, its consultants, or employees; the Design Professional, its consultants or employees while on premises owned or controlled by SBBC; or the negligence of Design Professional or the negligence of Design Professional's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Design Professional, SBBC or otherwise.

11.3.1.2 Project Manual

11.3.1.2.1 The Design Professional shall insert Division 0 and Division 1 into the specifications.

11.3.1.2.1.1 The Design Professional shall not add or delete items from the Division 0 and Division 2 documents without prior written approval from the Owner.

11.3.1.2.2 Approved list of alternate bid items, as authorized by the Owner shall be integrated into the project bid documents and the specifications.

11.3.1.3 As required, a threshold building inspection plan, prepared by the Design Professional, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S., shall be submitted to the Owner for review and approval with the 100% Construction Documents

11.3.1.3.1 Threshold building inspection plan documents are required for the following conditions:

11.3.1.3.1.1 Any building greater than three (3) stories or fifty (50) feet in height.

11.3.1.3.1.2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and/or an occupant load of five hundred (500) or more persons. Check- is this and/or

11.3.1.4 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

11.3.1.4.1 If this Statement of Probable Construction Cost exceeds the construction Budget, the Design Professional shall review materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project for Owner approval for integration into the documents.

11.3.1.4.2 11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

investigating the qualifications of bidders and shall provide a written recommendation for bid award.

- 12.8 The Design Professional shall advise and consult with the Owner in awarding, and in the preparation of any Agreements necessary for the construction of the project.
- 12.9 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:
 - 12.9.1 Approve the increase in Project cost and award a contract or,
 - 12.9.2 Reject all bids and rebid the Project within a reasonable time with no change in the Project,
 - 12.9.3 Direct the Design Professional to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project.
 - 12.9.4 Suspend or abandon the Project.
- 12.10 ~~The Design Professional shall, modify the Construction Documents as necessary to bring the project within the Budget Construction Cost. The providing of such service shall be the limit of the Design Professional's responsibility in this regard and having done so, the Design Professional shall be compensated in accordance with this Agreement. The Owner may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 12.9.3 above. The Owner agrees to discuss this issue with the Design Professional prior to exercising this option.~~
- 12.10 Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.
- 12.11 If an estimate or cost analysis is required by the Owner for this phase, the Design Professional shall analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Budget Construction Cost.

13.0 Administration of the Construction Contract

13.1 Duration

- 13.1.1 The Construction Administration Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner.
- 13.1.2 During this period, the Design Professional shall provide Administration of the Construction Contract as set forth in the Contract Documents between the Owner and the Contractor, as basic services, including participation in building commissioning and partnering. Refer to Section 01350 – special procedures.

EXHIBIT 3

jurisdiction over the project and Project Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Project Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

2.1.11 Removal of Unapproved Items: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

2.2 PHASE I - Schematic Design:

2.2.1 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. (If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Supplemental Services).

2.2.2 The Project Consultant shall, prior to commencing Phase I design activities, receive a fully approved and executed ATP and Purchase order (See 5.2.3), visit and inspect the site to verify if existing conditions conform to those portrayed on information as may have been provided by the Owner:

- .1 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the Project:
 - .1 All above ceiling areas.
 - .2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.
 - .3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
 - .4 Roofing, waterproofing and building envelope systems.
 - .5 Site drainage systems and water retention characteristics.
 - .6 Determine age and condition of fixed equipment.
 - .7 Life safety, fire alarms, public address, generators and emergency lighting.
 - .8 ADA requirements.

- .1 The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other Agreements necessary for construction of the project. However, in no case will Project Consultant amend or delete items from these documents without prior review and written approval from Owner.
 - .2 A project specific set of Division 1 specifications based upon master documents provided by the Owner, including all schedules, lists and inventories as required to complete the Owner's master documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, preliminary construction schedule, etc.
 - .3 Final specification sections for Divisions 2 through 17 organized and formatted as required for the set of Phase III, 50% progress specifications.
 - .4 Approved alternate bid items, if required and authorized by the Owner, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Owner in its sole discretion to accept or reject portions of the construction of the project. No additional compensation shall be provided for bid alternates if they are part of the original scope of work.
 - .7 A threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), Florida Statutes (2004) as amended from time to time, shall be submitted to the Owner and the Department of Education (as applicable) for review and approval with Phase III documents. Threshold building inspection plan documents shall be submitted for:
 - .1 Any building greater than three (3) stories or fifty (50) feet in height, or
 - .2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and an occupant load of five hundred (500) or more persons.
 - .8 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.
 - .9 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project has been addressed and/or corrected.
- .4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.

- 2.5.6 The Project Consultant shall be present at the opening of bids with the Owner's staff.
- 2.5.7 The Project Consultant shall participate with Owner in evaluating the bids and shall provide a written recommendation for bid award.
- 2.5.8 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:
 - .1 Approve the increase of Project costs and award a contract or,
 - .2 Reject all bids and rebid the Project within a reasonable time with no change in the Project,
 - .3 Direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or
 - .4 Suspend or abandon the Project, or
- 2.5.9 ~~Under Article 2.5.6.2 above, the Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the project within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of the Project Consultant's responsibility in this regard and having done so, the Project Consultant shall be compensated in accordance with this Agreement. The Owner may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 2.5.6.2 above. The Owner agrees to discuss this issue with the Project Consultant prior to exercising this option.~~
- 2.5.9 Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.
- 2.5.10 If an estimate or cost analysis is required by the Owner for this phase, the Project Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Owner, to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

- 4.1.8 **Standard Construction Bidding And Contract Documents:** The Owner shall furnish the Project Consultant with sample bidding and contract requirements and general requirements containing the basic provisions and requirements of Owner. These documents are comprised of the Bidding Requirements, Contracting Requirements, and Division 1 Specification Sections that will be utilized by the Project Consultant to develop the construction contract documents required under the terms of this Agreement. The Project Consultant acknowledges that these Owner Standard Documents will be made available by the Owner and shall be reviewed and analyzed by the Project Consultant and that these documents shall serve as the basis for the Project Consultant's development of bidding documents for the Owner.
- 4.1.9 Owner shall arrange and pay for the required advertisements for bid.
- 4.1.10 Owner, assisted by Project Consultant, shall issue the bid documents to bidders, maintain the planholders list, and issue addenda.
- 4.1.11 Owner shall be responsible for issuance of formal notices to proceed (if any) to the Contractor.
- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

4.2 Owner Furnished Items

- 4.2.1 The services, information, surveys and reports specified by Article 4.1 shall be furnished at the Owner's expense, and the Project Consultant shall be entitled to rely upon the accuracy and completeness thereof. However, if the Project Consultant reviews all of the information provided by the Owner (such as surveys, soil borings and "as-built" documentation) and determines additional information and/or testing is required to properly design the project, the Project Consultant shall request same from the Owner.
- 4.2.2 When documents, services, or other materials furnished by the Owner for the Project Consultant's use are deemed by the Project Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Project Consultant shall notify the Owner immediately upon discovery of same. Failure of the Project Consultant to so notify the Owner shall result in the Project Consultant's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.
- 4.2.3 The Owner shall furnish the above information or authorize the Project Consultant to provide it, as a supplemental service (except where otherwise stipulated), as expeditiously as possible for the orderly progress and development of the Project.

ARTICLE 5 BASIS OF COMPENSATION

5.1 Professional Service Fees:

EXHIBIT 4

The following pages (8, 19, 22, and 29) apply to PSAs Version 3 (V3) dated March 1, 2017, and August 28, 2017:

- .2 **Penalty for Non-Conforming Design Documents:** Should the Project Consultant submit drawings, plans, specifications or other documents or materials for review as required herein that are deemed unacceptable as defined by the terms "Revise and Resubmit" by the plan review authority (Building Department, Design Services Department, Peer Plan Review Consultant), the costs, as solely determined by the Owner, for all subsequent reviews after the second review for that Phase shall be borne by the Project Consultant and the Owner will deduct such costs from the Project Consultant's Basic Services Fee.
- 2.1.8 The Project Consultant shall keep the Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed by the Owner and approved in writing by Owner prior to incorporation into the design or construction documents.
- 2.1.9 The Project Consultant shall coordinate with Owner by participating and taking a leadership role in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents. In the event the Owner accepts such a recommendation from the Constructability and/or Value Engineering studies and requires substantial revisions by the Project Consultant, as determined at the discretion of the Owner, these revisions shall be considered Supplemental Services.
- 2.1.10 **Approval of Documents:** Owner's approval of or comments on any of the documents submitted to Owner by Project Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Project Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Project Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.
- 2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:
- 2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;
 - 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
 - 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR
- 2.2 **PHASE I – Design Documents – 30% Submittal (Owner Review):**
- 2.2.1 **Project Kickoff -** The Project Consultant shall confer with representatives of the Owner to verify project scope of work and or confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. (If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Supplemental Services).

- .3 Final specification sections for Divisions 2 through 17 organized and formatted as required for the set of Phase III, 50% progress specifications.
- .4 Approved alternate bid items, if required and authorized by the Owner, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Owner in its sole discretion to accept or reject portions of the construction of the project. No additional compensation shall be provided for bid alternates if they are part of the original scope of work.
- .8 A threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), Florida Statutes (2004) as amended from time to time, shall be submitted to the Owner and the Department of Education (as applicable) for review and approval with Phase III documents. Threshold building inspection plan documents shall be submitted for:
 - .1 Any building greater than three (3) stories or fifty (50) feet in height, or
 - .2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and an occupant load of five hundred (500) or more persons.
- .9 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.
- .10 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project has been addressed and/or corrected.
- .6 — ~~If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner).~~
- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

- 2.5.9 ~~Under Article 2.5.6.2 above, the Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the project within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of the Project Consultant's responsibility in this regard and having done so, the Project Consultant shall be compensated in accordance with this Agreement. The Owner may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 2.5.6.2 above. The Owner agrees to discuss this issue with the Project Consultant prior to exercising this option.~~

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

- 2.5.10 If an estimate or cost analysis is required by the Owner for this phase, the Project Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Owner, to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

2.6 Phase V - Administration of the Construction Contract:

- 2.6.1 The Construction Administration Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner and after the one (1) year warranty period has expired. During this period, the Project Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the Owner and the Contractor, as basic services.
- 2.6.2 The Project Consultant, as a representative of the Owner during the Construction Phase, shall advise and consult with the Owner within the limits established by this Agreement and the Contract Documents. The Project Consultant shall contemporaneously provide Owner with copies of all communications between Project Consultant and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.
- 2.6.3 The Project Consultant and the Project Consultant's respective Sub-Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- .1 The Project Consultant shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. The Project Consultant shall coordinate the timing of these visits with the Owner's Representative so as to permit joint observations of the progress of the Work and discussions about project issues. On the basis of on-site observations as a Consultant, the Project Consultant shall keep Owner informed of the progress and quality of the Work. The Project Consultant shall promptly submit to Owner a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.

his services and as required by field conditions, or the Owner to verify wall assemblies, construction types or other basic information as required to develop the design and documentation necessary for the project. The demolition and repairs associated with the destructive testing shall be compensated as a reimbursable expense. The Owner encourages the use of destructive testing techniques (with prior approval) to retrieve information that can be utilized by the Project Consultant to clearly indicate the disposition of the existing facility and incorporate this information into the Contract Documents.

4.1.7 District Standards and Submittal Checklist

- .1 **Design And Material Standards:** The Owner will furnish an electronic copy of Design and Material standards for the Project Consultant's use in developing designs and documentation for the project. These documents are technical specifications and the intent of these documents is to convey basic Owner preferences to the Project Consultant. The Project Consultant shall review the content of the Design and Material Standards provided by the Owner and may consult with the Owner concerning discrepancies, errors or suggestions for the improvement of the provided documents. The Project Consultant remains responsible for the technical content and accuracy of documents produced under the terms of this Agreement.
- .2 **Design Criteria:** The Owner will furnish an electronic copy of the Design Criteria for the Project Consultant's use in developing designs for the project. These criteria are guidelines, which address owner related issues; including but not limited to, ease of maintenance, life cycle costing, and functionality of the facility.
- .3 **Document Submittal Checklist:** The checklist is a guideline indicating minimum requirements for the submittal of contract documents for each phase of the design process. The completed checklist form will be required with each submission for all applicable disciplines.

4.1.8 **Standard Construction Bidding And Contract Documents:** The Owner shall furnish the Project Consultant with sample bidding and contract requirements and general requirements containing the basic provisions and requirements of Owner. These documents are comprised of the Bidding Requirements, Contracting Requirements, Division 0 and Division 1 Specification Sections that will be utilized by the Project Consultant to develop the construction contract documents required under the terms of this Agreement. The Project Consultant acknowledges that these Owner Standard Documents will be made available by the Owner and shall be reviewed and analyzed by the Project Consultant and that these documents shall serve as the basis for the Project Consultant's development of bidding documents for the Owner.

4.1.9 Owner shall arrange and pay for the required advertisements for bid.

4.1.10 Owner, assisted by Project Consultant, shall issue the bid documents to bidders, maintain the planholders list, and issue addenda.

4.1.11 Owner shall be responsible for issuance of formal notices to proceed (if any) to the Contractor.

4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

**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 ACAI Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 2nd day of May, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Deerfield Beach Elementary School
Project No. P.001820
SMART Program Renovations
FLCC: \$3,454,126**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 2nd day of May, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:
 - A. ADD the following new provision:
 - 2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:
 - 2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

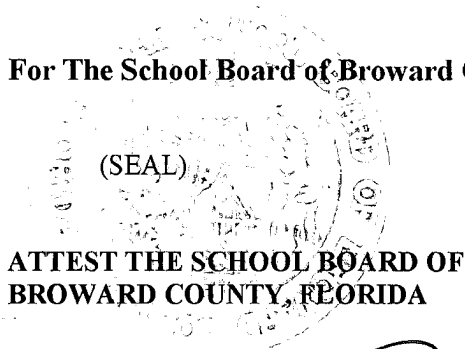
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

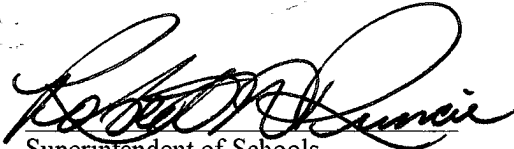
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida




**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:

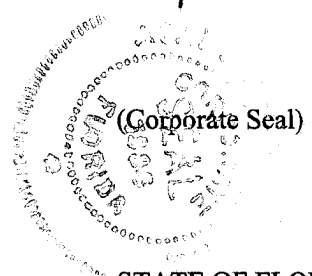

Office of the General Counsel

PROJECT CONSULTANT

ATTEST
ACAI Associates, Inc.

Adolfo Cotilla, President

Don Williams
Don Williams, Principal



AAC-1323
Project Consultant's
Registration Number

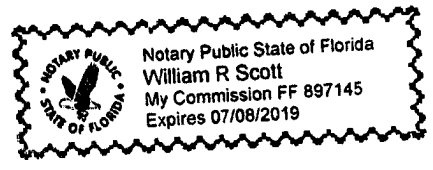
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2018 by
ADOLFO J. COTILLA, JR. of ACAI ASSOCIATES 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: 07.08.2019

(SEAL)



William R. Scott
Signature, Notary Public

WILLIAM R. SCOTT
Printed Name of Notary

FF897145
Notary's Commission

**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 BRPH Architects Engineers, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Sawgrass Springs Middle School
Project No. P.001841
SMART Program Renovations
FLCC: \$4,409,586**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

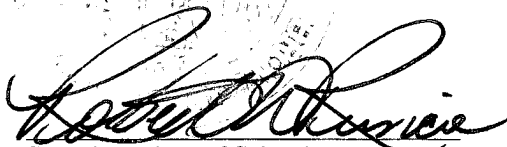
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida

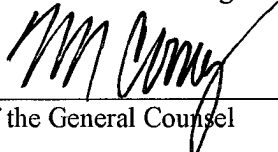
(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:

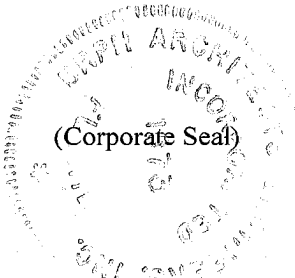

Office of the General Counsel

PROJECT CONSULTANT

ATTEST
BRPH Architects Engineers, Inc.

William H. Row
William Row, Sr. Vice President

Robb Morrison
Robb Morrison, Secretary



AAC 000149
Project Consultant's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

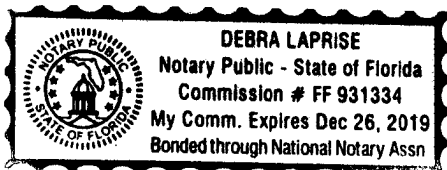
The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
William Row of BRPH Architects & Engineers on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as
Identification and did/did not first take an oath.

My commission expires:

(SEAL)

Debra Laprise
Signature, Notary Public



Debra Laprise
Printed Name of Notary

FF 931334
Notary's Commission

**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 CES Engineering Services, LLC (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of February, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-104C, Package A**
 Project No. P.002066, P.001844 and P.001981
 SMART Program Renovations
 FLCC: \$4,809,221

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of February, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.


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.

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 The School Board of Broward County, Florida

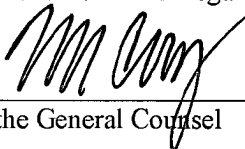
(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

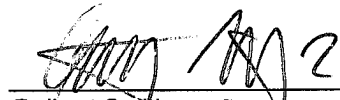
[PROJECT CONSULTANT]

ATTEST

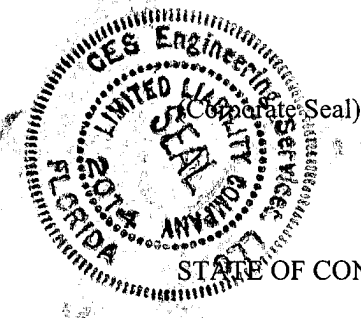
CES Engineering Services, LLC.



Douglas Lajoie Partner



Delbert Smith, Secretary



30772

Project Consultant's
Registration Number

STATE OF CONNECTICUT
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 9th day of January, 2018 by
Douglas Lajoie/ CES Engineering
Delbert Smith of Services, LLC 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: 8/31/21

(SEAL)



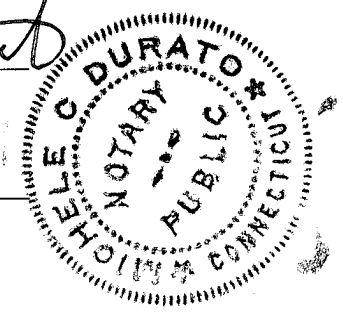
Signature, Notary Public

Michele C Durato

Printed Name of Notary

159164

Notary's Commission



**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 "Cartaya and Associates Architects, P.A." (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Whiddon- Rogers Education Center**
 Project No. P.001711
 SMART Program Renovations
 FLCC: \$3,567,322

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- .4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.


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.

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 The School Board of Broward County, Florida


(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

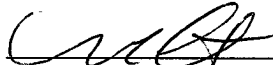
Approved as to Form and Legal Content:


Office of the General Counsel


PROJECT CONSULTANT

ATTEST

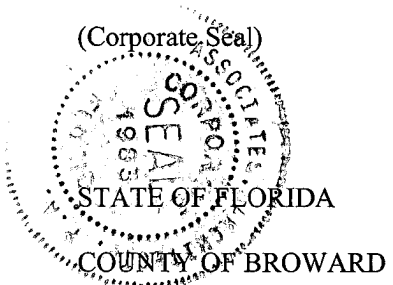
Cartaya and Associates Architects, P.A.



Mario M. Cartaya, President



Juan Justina, Secretary



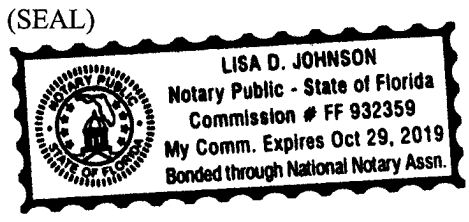
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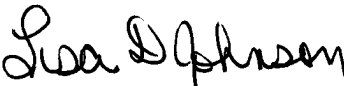
Project Consultant's
Registration Number

The foregoing instrument was acknowledged before me this 1ST day of February 2018 by
MARIO M. Cartaya of Cartaya and Associates 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, Notary Public

Lisa D. Johnson

Printed Name of Notary

10-29-19

Notary's Commission

**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 CES Engineering Services, LLC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 16th day of May, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Pembroke Pines Elementary School**
 Project No. P.001864
 SMART Program Renovations
 FLCC: \$2,618,224

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16th day of May, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

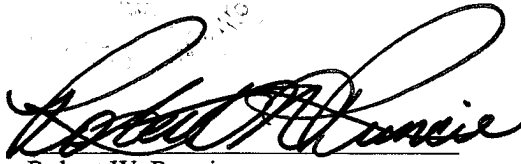
- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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 The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

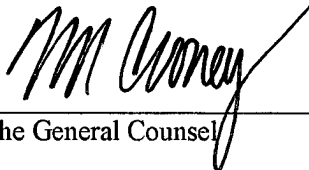


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



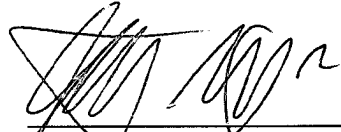
Office of the General Counsel

PROJECT CONSULTANT

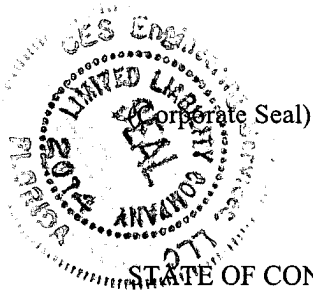
ATTEST
CES Engineering Services, LLC.



Douglas Lajoie, Partner



Delbert Smith, Secretary



30772

Project Consultant's
Registration Number

STATE OF CONNECTICUT

COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by
Douglas Lajoie/ CES Engineering
Delbert Smith of Services, LLC 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: 8/31/21

(SEAL)



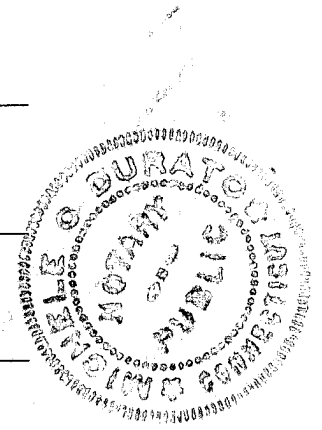
Signature, Notary Public

Michele C Durato

Printed Name of Notary

159164

Notary's Commission



**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 CES Engineering Services, LLC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 16th day of May, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Ramblewood Middle School**
 Project No. P.001867
 SMART Program Renovations
 FLCC: \$3,043,543

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16th day of May, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

~~WHEREAS~~, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- .4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

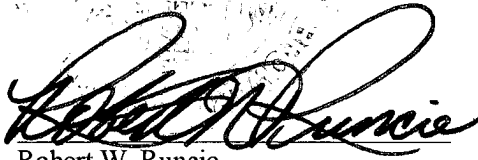
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

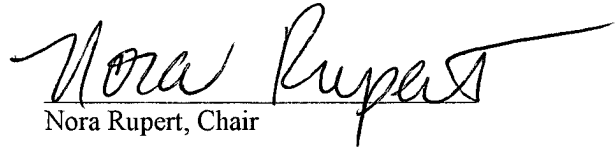
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

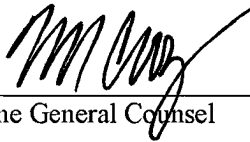


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

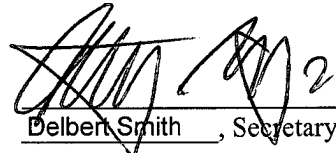
[PROJECT CONSULTANT]

ATTEST

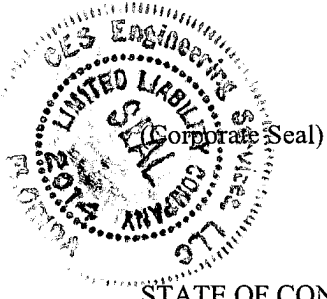
CES Engineering Services, LLC.



Douglas Lajoie, Partner



Delbert Smith, Secretary



30772

Project Consultant's
Registration Number

STATE OF CONNECTICUT

COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by
Douglas Lajoie/ CES Engineering
Delbert Smith of Services, LLC 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: 8/31/21

(SEAL)



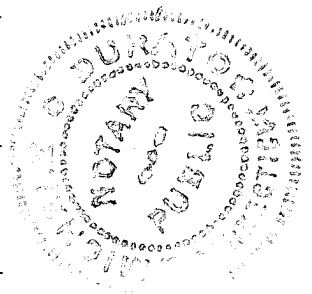
Signature, Notary Public

Michele C Durato

Printed Name of Notary

159164

Notary's Commission



**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Crain Atlantis Engineering, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 20th day of December, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **New River Middle School
Project No. P.001710
SMART Program Renovations
FLCC: \$1,495,652**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 20th day of December, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

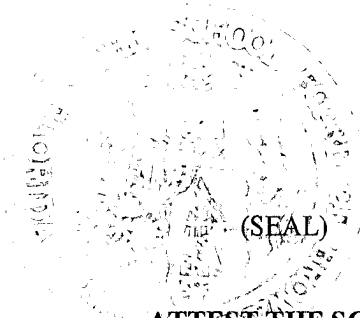
3. **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. C. [unclear]", written over a horizontal line.

Office of the General Counsel

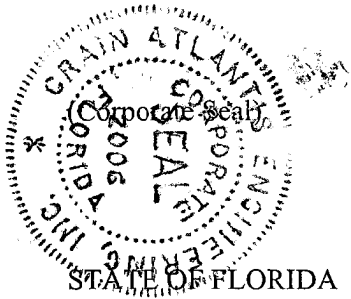
[DESIGN PROFESSIONAL]

ATTEST

Crain Atlantis Engineering, Inc.

Albert Capellini
Albert Capellini, President

George Petrocelli
GEORGE PETROCELLI Secretary



20-5284753
Design Professional's
Registration Number

COUNTY OF BROWARD

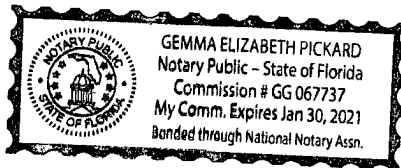
The foregoing instrument was acknowledged before me this 1st day of February, 2018 by Albert Capellini + George Petrocelli of Crain Atlantis Engineering on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 1/30/2021

(SEAL)



Gemma Pickard
Signature, Notary Public

GEMMA PICKARD
Printed Name of Notary

GG 067737
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Crain Atlantis Engineering, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 20th day of December, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Parkway Middle School**
 Project No. P.001807
 SMART Program Renovations
 FLCC: \$2,120,996

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 20th day of December, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

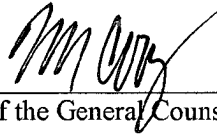


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

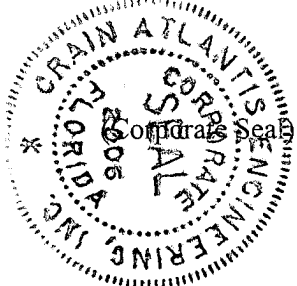
DESIGN PROFESSIONAL

ATTEST

Crain Atlantis Engineering, Inc.

[Signature]
Albert Capellini, President

[Signature]
GEORGE PETROCELLI, Secretary



20-5284753
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of February, 2018 by Albert Capellini + George Petrocelli of Crain Atlantis Engineering 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.

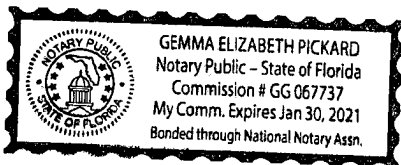
My commission expires: 1/30/2021

(SEAL)

[Signature]
Signature, Notary Public

GEMMA PICKARD
Printed Name of Notary

#GG 067737
Notary's Commission



**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 Crain Atlantis Engineering, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Pembroke Lakes Elementary School**
 Project No. P.001842
 SMART Program Renovations
 FLCC: \$1,703,789

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

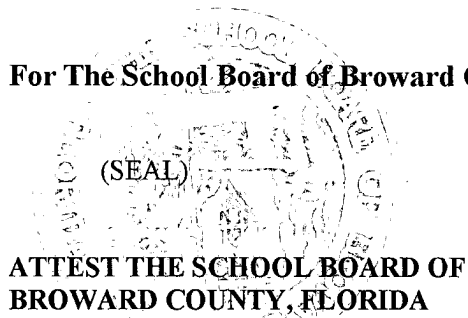
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The First Amendment; and
 - c) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

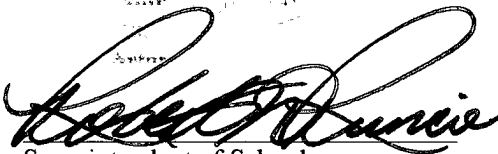
5. **Authority:** Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this 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.

For The School Board of Broward County, Florida




**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

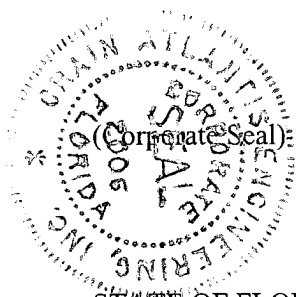
[PROJECT CONSULTANT]

ATTEST

Crain Atlantis Engineering, Inc.

Albert Capellini
Albert Capellini, President

George Petrocelli
GEORGE PETROCELLI, Secretary



20-5284753
Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

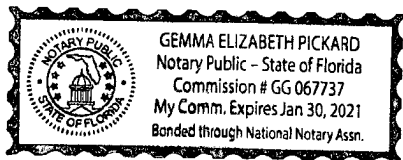
The foregoing instrument was acknowledged before me this 1st day of February, 2018 by Albert Capellini + George Petrocelli of Crain Atlantis Engineering on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 1/30/2021

(SEAL)



Gemma Pickard
Signature, Notary Public

GEMMA PICKARD
Printed Name of Notary

#GG 067737
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Crain Atlantis Engineering, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of October, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Sea Castle Elementary School**
 Project No. P.001632
 SMART Program Renovations
 FLCC: \$1,875,219

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of October, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

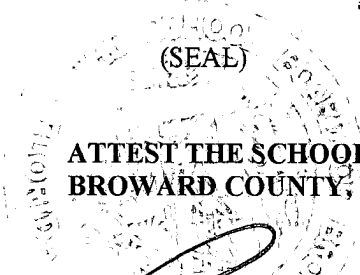
- a) This First Amendment to Agreement;and
- b) The Agreement.

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


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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

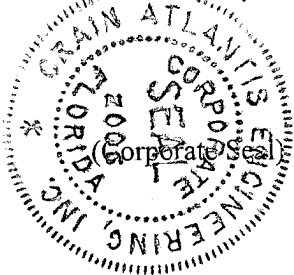
[DESIGN PROFESSIONAL]

ATTEST

Crain Atlantis Engineering, Inc.

[Signature]
Albert Capellini, President

[Signature]
GEORGE PETROCELLI, Secretary



20-5284753
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

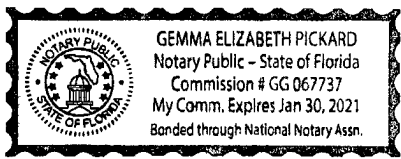
The foregoing instrument was acknowledged before me this 1st day of February, 2018 by Albert Capellini + George Petrocelli of Crain Atlantis Engineering on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 1/30/2021

(SEAL)



[Signature]
Signature, Notary Public

GEMMA PICKARD
Printed Name of Notary

GG 067737
Notary's Commission

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Crain Atlantis Engineering, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of October, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Tamarac Elementary School**
 Project No. P.001724
 SMART Program Renovations
 FLCC: \$2,137,312

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of October, 2016, is in full force and effect ~~except to the extent this Second Amendment modifies specific provisions thereof, and~~

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

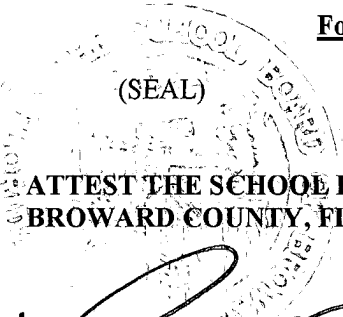
- a) This Second Amendment to Agreement;
- b) The First Amendment; and
- c) The Agreement.

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

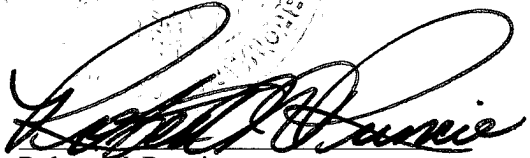
5. **Authority:** Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Second Amendment.


IN WITNESS WHEREOF, the parties hereto have caused this Second 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 The School Board of Broward County, Florida

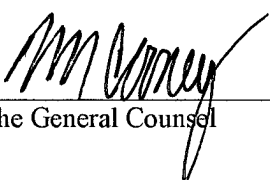


**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

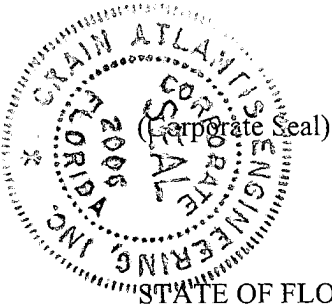
DESIGN PROFESSIONAL

ATTEST

Crain Atlantis Engineering, Inc.

Albert Capellini, President

George Petrocelli, Secretary



20-5284753
Design Professional's
Registration Number

COUNTY OF BROWARD

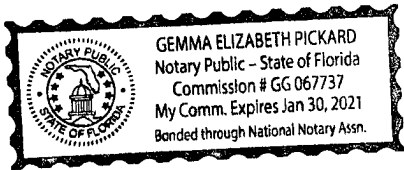
The foregoing instrument was acknowledged before me this 1st day of February, 2018 by Albert Capellini + George Petrocelli of Crain Atlantis Engineering on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 1/30/2021

(SEAL)



Gemma Elizabeth Pickard
Signature, Notary Public

GEMMA PICKARD
Printed Name of Notary

#GG 067737
Notary's Commission

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Crain Atlantis Engineering, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of January, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **West Hollywood Elementary School
Project No. P.001794
SMART Program Renovations
FLCC: \$1,787,177**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of January, 2017, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12. as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;
- b) The First Amendment; and
- c) The Agreement.

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

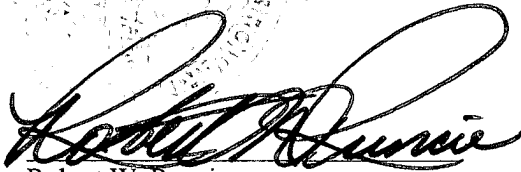
5. **Authority:** Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second 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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**



Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

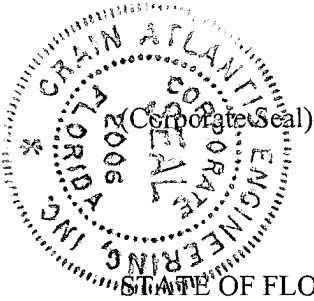
DESIGN PROFESSIONAL

ATTEST

Crain Atlantis Engineering, Inc.

Albert Capellini, President

George Petrocchi, Secretary



10-5284753
Design Professional's
Registration Number

COUNTY OF BROWARD

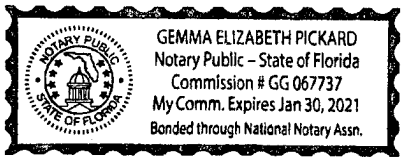
The foregoing instrument was acknowledged before me this 1st day of February, 2018 by Albert Capellini + George Petrocchi of Crain Atlantis Engineering on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 1/30/2021

(SEAL)



Gemma Pickard
Signature, Notary Public

GEMMA PICKARD
Printed Name of Notary

#GG 067737
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 CSA Central, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 6th day of December, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Central Park Elementary School**
 Project No. P.001757
 SMART Program Renovations
 FLCC: \$3,300,392

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 6th day of December, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

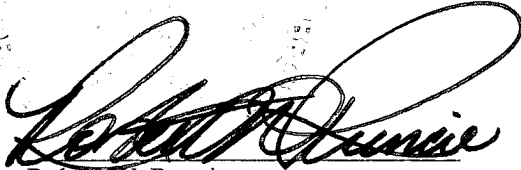
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

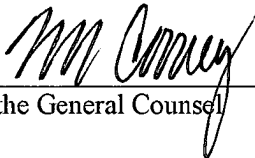


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST

CSA Central, Inc.

Roberto Leon, Senior Vice-President

Juan M. Vella
Witness

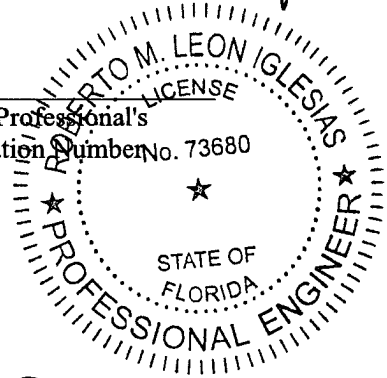
Witness



STATE OF FLORIDA

COUNTY OF BROWARD

Design Professional's
Registration Number No. 73680



The foregoing instrument was acknowledged before me this 1 day of February, 2018 by
Roberto Leon of SUP 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.

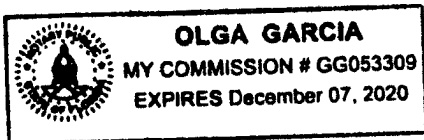
My commission expires:

(SEAL)

Olga Garcia
Signature, Notary Public

Olga Garcia
Printed Name of Notary

12-07-2020
Notary's Commission



**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 CSA Central, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 6th day of December, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Hollywood Park Elementary School**
 Project No. P.001788
 SMART Program Renovations
 FLCC: \$2,803,087

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 6th day of December, 2016, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;
- b) The First Amendment; and
- c) The Agreement.

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

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 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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

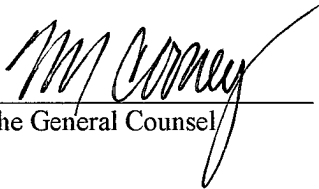


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

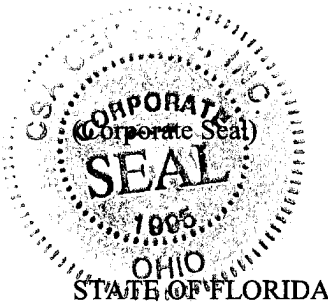
[DESIGN PROFESSIONAL]

ATTEST

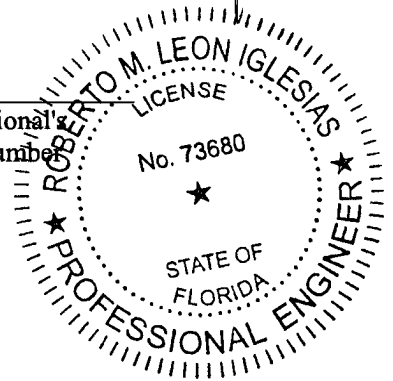
CSA Central, Inc.

Roberto Leon
Roberto Leon, Senior Vice-President

Juan M. Villar
Witness
[Signature]
Witness



Design Professional's
Registration Number



COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of February, 2018 by
Roberto Leon of SVP 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:

(SEAL)

[Signature]
Signature, Notary Public

Olga Garcia
Printed Name of Notary

12-07-2020
Notary's Commission



**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 CSA Central, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 6th day of December, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Lauderdale Manor Early Learning and Resource Center
Project No. P.001635
SMART Program Renovations
FLCC: \$1,984,011**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 6th day of December, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

- 1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

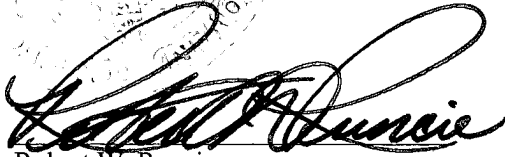
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

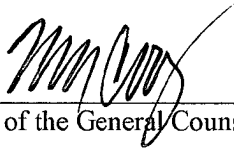


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[DESIGN PROFESSIONAL]

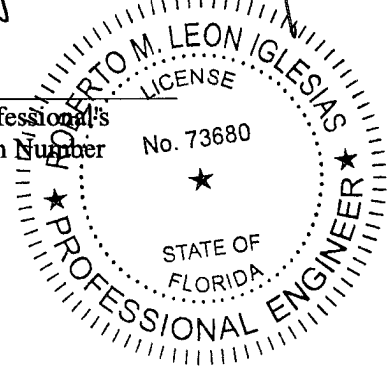
ATTEST
CSA Central, Inc.

Alberto León
Alberto León, Senior Vice-President

Juan M. Villar
Witness
[Signature]
Witness



Design Professional's
Registration Number



COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of February, 2020 by
Alberto León of SUP on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

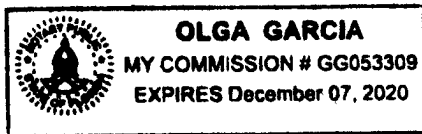
Identification and did/did not first take an oath.

My commission expires:

(SEAL)

[Signature]
Signature, Notary Public

Olga Garcia
Printed Name of Notary



12-07-2020
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of January, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Atlantic West Elementary School
Project No. P.001796
SMART Program Renovations
FLCC: \$1,780,638**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of January, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

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- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

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- b) The Agreement.

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

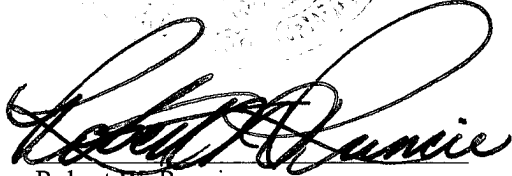
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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.

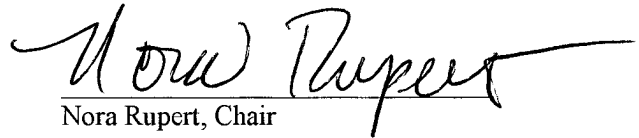
For The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

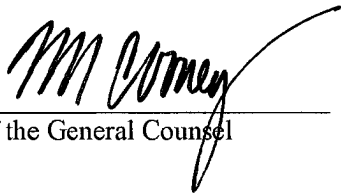


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



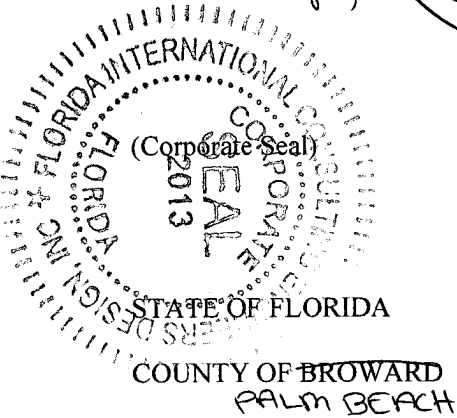
Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST
Florida International Consulting Engineers Design, Inc.

[Signature]
James Burphy, President

[Signature]
James Khalil, Secretary



P3000074669
Design Professional's
Registration Number

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
James Burphy of FICE Design 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: 1/28/18

(SEAL)



[Signature]
Signature, Notary Public

Michele Shaw
Printed Name of Notary

FF 087074
Notary's Commission

**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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Attucks Middle School**
 Project No. P.001686
 SMART Program Renovations
 FLCC: \$2,036,701

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.


D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

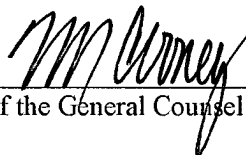
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Superintendent of Schools
Robert W. Runcie

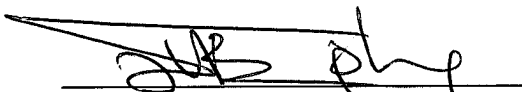

Nora Rupert, Chair

Approved as to Form and Legal Content:

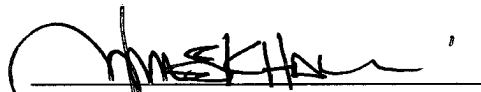

Office of the General Counsel

[PROJECT CONSULTANT]

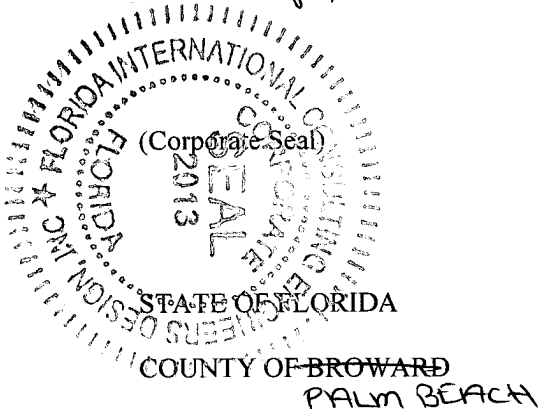
ATTEST
Florida International Consulting Engineers Design, Inc.



James Burphy, President



James Khalil, Secretary



Project Consultant's
Registration Number
P13000074669

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
James Burphy of FICE Design 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: 1/28/18

(SEAL)



Signature, Notary Public

Michele Shaw

Printed Name of Notary



FF 087074

Notary's Commission

**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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of March, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Charles Drew Elementary School**
 Project No. P.001818
 SMART Program Renovations
 FLCC: \$2,020,768

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

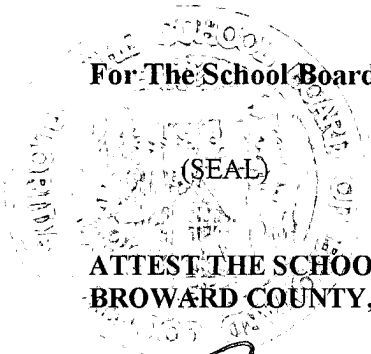
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Superintendent of Schools
Robert W. Runcie

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

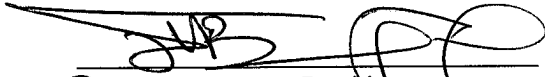
Approved as to Form and Legal Content:

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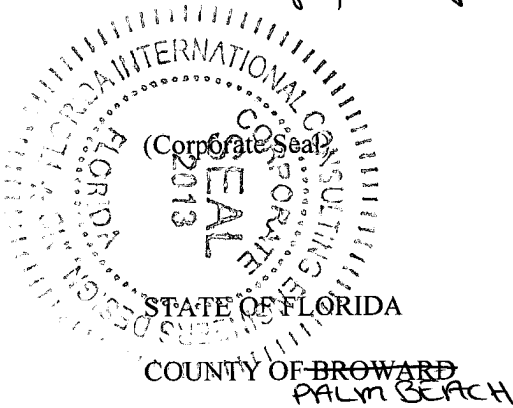
Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
Florida International Consulting Engineers Design, Inc.


James Burphy, President


James Khalil, Secretary



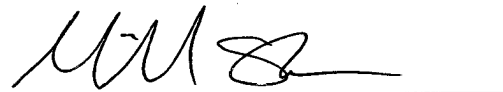
Project Consultant's
Registration Number
P13000074669

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
James Burphy of FICE Design 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: 1/28/18
(SEAL)




Signature, Notary Public

Michele Shaw
Printed Name of Notary

FF 087074
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 7th day of February, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Lauderhill 6-12 School
Project No. P.001801
SMART Program Renovations
FLCC: \$4,119,754**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 7th day of February, 2017, is in full force and effect except to the extent this First Amendment ~~modifies~~ specific provisions thereof; and ~~except~~

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 Removal of Unapproved Items: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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; and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

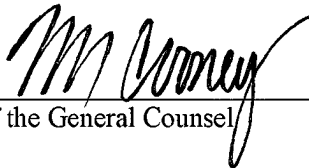


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:




Office of the General Counsel

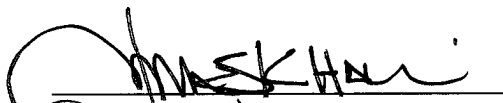
[DESIGN PROFESSIONAL]

ATTEST

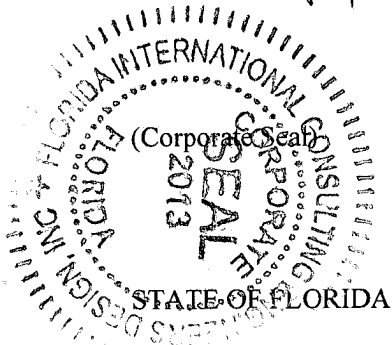
Florida International Consulting Engineers Design, Inc.



James Burphy, President



James Khalil, Secretary



P13000074669
Design Professional's
Registration Number

COUNTY OF BROWARD
PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
James Burphy of FICE Design on behalf of the corporation or agency.

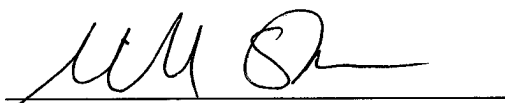
He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 4/28/18

(SEAL)





Signature, Notary Public

Michele Shaw

Printed Name of Notary

FF087074

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 7th day of February, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Lloyd Estates Elementary School**
 Project No. P.001824
 SMART Program Renovations
 FLCC: \$1,502,323

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 7th day of February, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

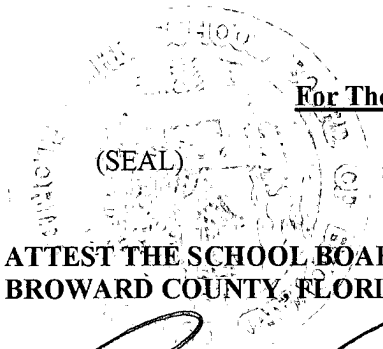
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement; and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", is written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in black ink, appearing to read "Nora Rupert", is written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. Conroy", is written over a horizontal line.

Office of the General Counsel

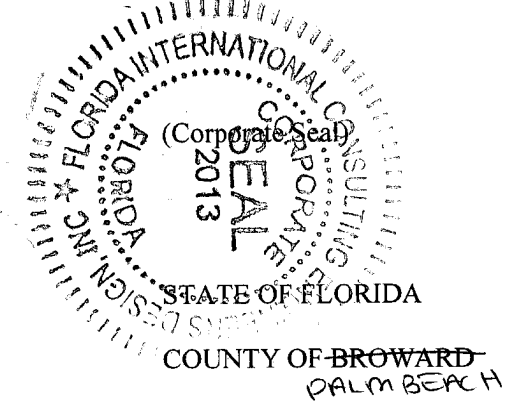
DESIGN PROFESSIONAL

ATTEST

Florida International Consulting Engineers Design, Inc.

James Burphy, President

James Khalil, Secretary



P3000074669
Design Professional's
Registration Number

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by James Burphy of FICE Design 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: 1/28/18

(SEAL)



Michele Shaw
Signature, Notary Public

Michele Shaw
Printed Name of Notary

FF 087074
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of January, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Pasadena Lakes Elementary School**
 Project No. P.001634
 SMART Program Renovations
 FLCC: \$2,694,580

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of January, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

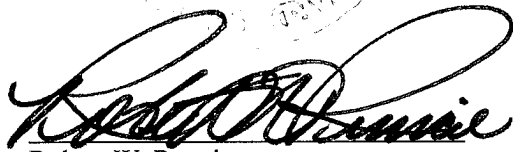
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

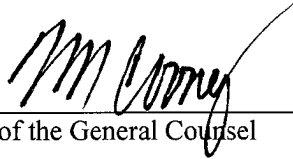


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

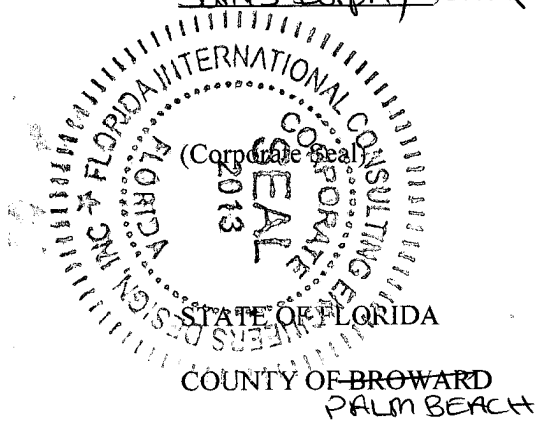
[DESIGN PROFESSIONAL]

ATTEST

Florida International Consulting Engineers Design, Inc.

[Signature]
James Burphy, President

[Signature]
James Khalil, Secretary



93000074669
Design Professional's
Registration Number

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
James Burphy of FICE Design 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: 1/28/18

(SEAL)



[Signature]
Signature, Notary Public

Michele Shaw
Printed Name of Notary

FF 087074
Notary's Commission

**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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of March, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Sunrise Middle School**
 Project No. P.001819
 SMART Program Renovations
 FLCC: \$1,805,189

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

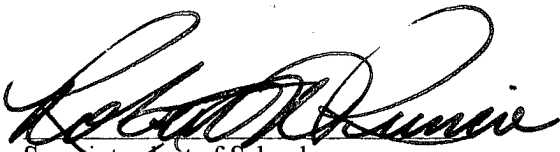
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie

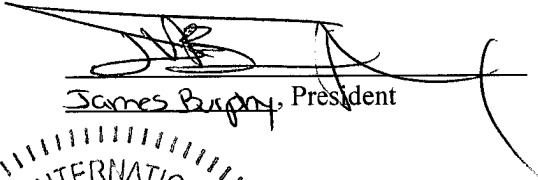

Nora Rupert, Chair

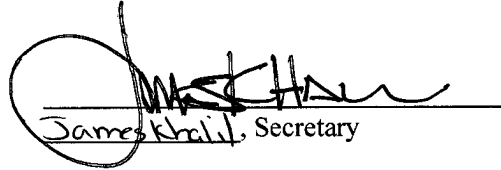
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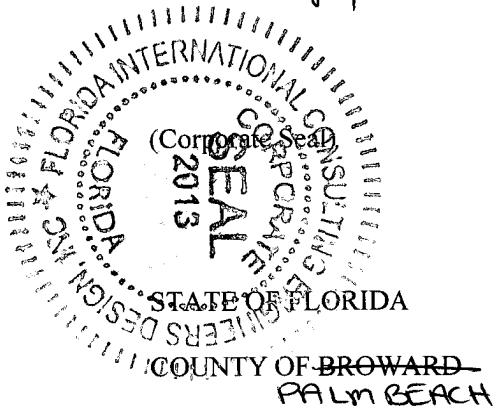

Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
Florida International Consulting Engineers Design, Inc.


James Burphy, President


James Khalil, Secretary



Project Consultant's
Registration Number
P13000074669

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
James Burphy of FICE Design 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: 1/28/18

(SEAL)




Signature, Notary Public

Michele Shaw
Printed Name of Notary

FF 087074
Notary's Commission

**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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of March, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Westchester Elementary School**
 Project No. P.001823
 SMART Program Renovations
 FLCC: \$2,374,514

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**



Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

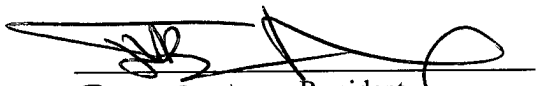
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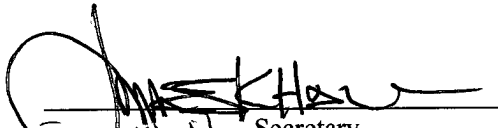


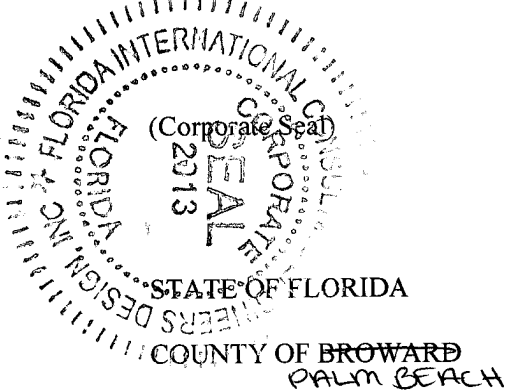
Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
Florida International Consulting Engineers Design, Inc.


James Burphy, President


James Khalil, Secretary

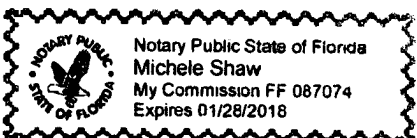


Project Consultant's
Registration Number
P13000074669

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
James Burphy of FICE Design 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: 1/28/18
(SEAL)




Signature, Notary Public

Michele Shaw
Printed Name of Notary

FF 087074
Notary's Commission

**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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 25th day of July, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 17-166C, Package A**
 Project No. P.001895, P.001896 and P.001900
 SMART Program Renovations
 FLCC: \$6,503,515

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 25th day of July, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business-interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

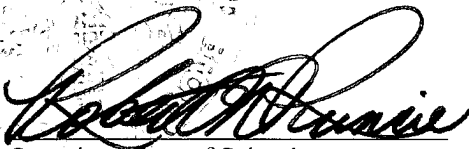
5. **Authority:** Each person signing this FIRST Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

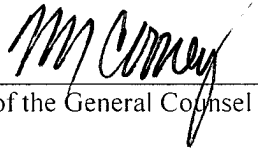


Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST

Jorge A. Gutierrez Architect LLC

Jorge Gutierrez President

Sabine Krause Secretary

(Corporate Seal)

AR14571
Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

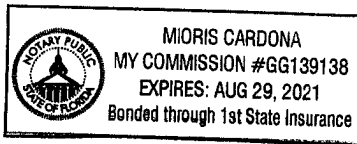
The foregoing instrument was acknowledged before me this 2 day of February, 2018 by Jorge Gutierrez of Jorge Gutierrez Architect on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did did not first take an oath.

My commission expires: 8.29.2021

(SEAL)



Mioris Cardona
Signature, Notary Public

Mioris CARDONA
Printed Name of Notary

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 1st day of November, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Annabel C Perry Elementary School**
 Project No. P.001728
 SMART Program Renovations
 FLCC: \$1,829,205

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 1st day of November, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

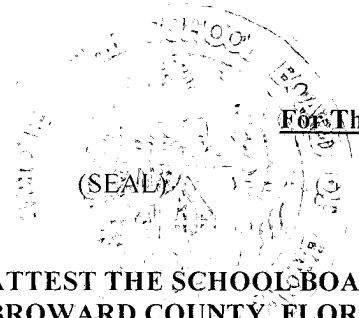
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. C. [unclear]", written over a horizontal line.

Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST

Jorge A. Gutierrez Architect LLC

Jorge Gutierrez, Manager

Sabine Krause
Secretary



(Corporate Seal)

AR14571
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of February, 2018 by

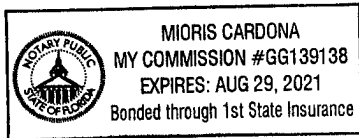
Jorge Gutierrez of Jorge Gutierrez Architect on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did not first take an oath.

My commission expires: 8.29.2021

(SEAL)



Mioris Cardona
Signature, Notary Public

Mioris CARDONA
Printed Name of Notary

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Coconut Creek Elementary School
Project No. P.001413
SMART Program Renovations
FLCC: \$3,032,570**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 21st day of June, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

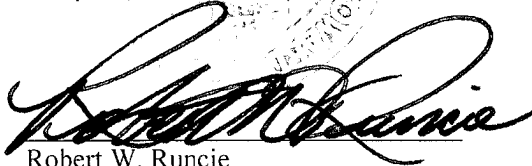
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

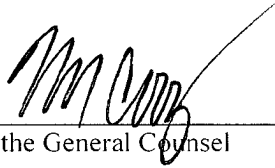


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST

Jorge A. Gutierrez Architect LLC

Jorge Gutierrez, Manager

Sabine Krause, Secretary

(Corporate Seal)

AP14571
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

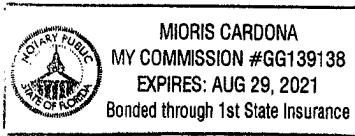
The foregoing instrument was acknowledged before me this 2 day of February, 2018 by Jorge Gutierrez of Jorge Gutierrez Architect on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did not first take an oath.

My commission expires: 8.29.2021

(SEAL)



Mioris Cardona
Signature, Notary Public

Mioris Cardona
Printed Name of Notary

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Cypress Elementary School
Project No. P.001412
SMART Program Renovations
FLCC: \$2,209,761**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 21st day of June, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

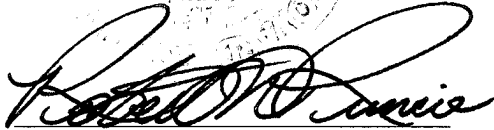
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

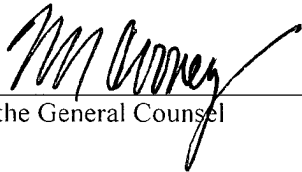


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

DESIGN PROFESSIONAL

ATTEST

Jorge A. Gutierrez Architect LLC

Jorge Gutierrez, Manager

Sabine Krause, Secretary

(Corporate Seal)



AR 14571
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

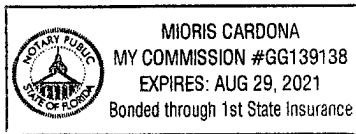
The foregoing instrument was acknowledged before me this 2 day of February, 2018 by Jorge Gutierrez of Jorge Gutierrez Architect on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did not first take an oath.

My commission expires: 8-29-2021

(SEAL)



Mioris Cardona
Signature, Notary Public

Mioris CARDONA
Printed Name of Notary

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 26st day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Griffin Elementary School**
 Project No. P.001745
 SMART Program Renovations
 FLCC: \$1,506,326

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16:
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

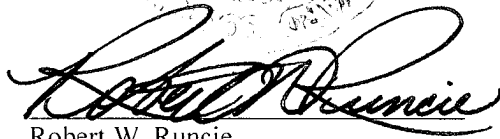
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.

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.

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 The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

DESIGN PROFESSIONAL

ATTEST

Jorge A. Gutierrez Architect LLC

Jorge Gutierrez, Manager

Sabine Krause, Secretary

(Corporate Seal)

AR14571
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

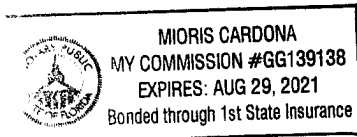
The foregoing instrument was acknowledged before me this 2 day of February, 2018 by Jorge Gutierrez of Jorge Gutierrez Architect on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 8.29.2021

(SEAL)



Miris Cardona
Signature, Notary Public

Miris Cardona
Printed Name of Notary

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Indian Ridge Middle School**
 Project No. P.001748
 SMART Program Renovations
 FLCC: \$3,425,995

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.


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

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.

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.

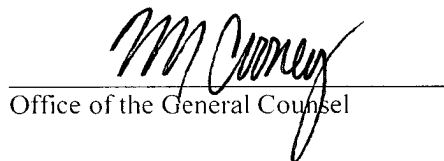
For The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

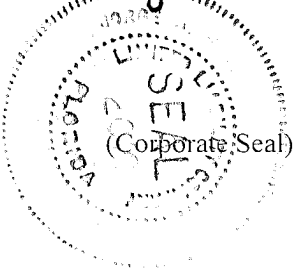
[DESIGN PROFESSIONAL]

ATTEST

Jorge A. Gutierrez Architect LLC

Jorge Gutierrez, Manager

Sabine Krause, Secretary



AR14571
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

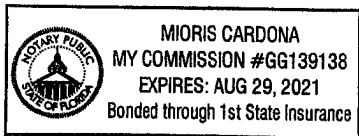
The foregoing instrument was acknowledged before me this 2 day of February, 2018 by Jorge Gutierrez of Jorge Gutierrez Architect on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did not first take an oath.

My commission expires: 8.29.2021

(SEAL)



Miris Cardona
Signature, Notary Public

Miris Cardona
Printed Name of Notary

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Lauderdale Lakes Middle School
Project No. P.001637
SMART Program Renovations
FLCC: \$4,358,492**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 21st day of June, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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A. **ADD** the following new provision:

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- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

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- a) This First Amendment to Agreement;and
- b) The Agreement.

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

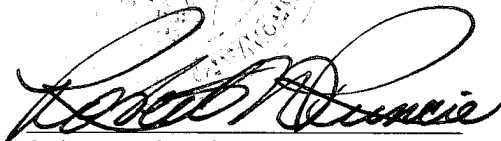
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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.

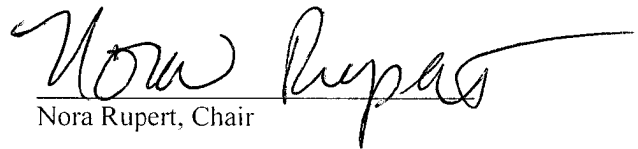
For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

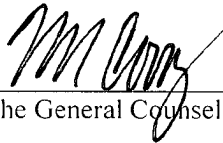


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST

Jorge A. Gutierrez Architect LLC

Jorge Gutierrez Manager

Sabine Krause Secretary



AR 14571
Design Professional's
Registration Number

STATE OF FLORIDA

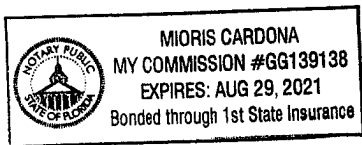
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of February, 2018 by Jorge Gutierrez of Jorge Gutierrez Architect 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: 8.29.2021

(SEAL)



Miris Cardona
Signature, Notary Public

Miris Cardona
Printed Name of Notary

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Manatee Bay Elementary School
Project No. P.001759
SMART Program Renovations
FLCC: \$1,173,440**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

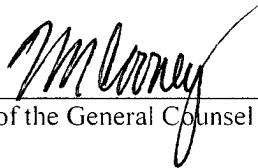


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST

Jorge A. Gutierrez Architect LLC

Jorge Gutierrez, Manager

Sabine Krause
Sabine Krause, Secretary



AR1457
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

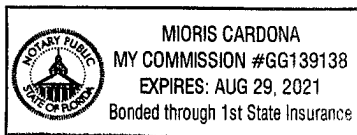
The foregoing instrument was acknowledged before me this 2 day of February, 2018 by Jorge Gutierrez of Jorge Gutierrez Architect on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did did not first take an oath.

My commission expires: 8.29.2021

(SEAL)



Miris Cardona
Signature, Notary Public

Miris Cardona
Printed Name of Notary

Notary's Commission

**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 KVH ARCHITECTS, P.A. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of February, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Park Springs Elementary School**
 Project No. P.002062
 SMART Program Renovations
 FLCC: \$3,386,321

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of February, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- 6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

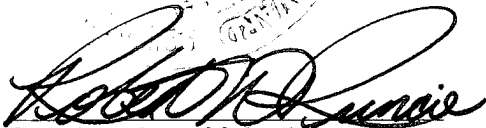
- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
3. **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; and
 - b) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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.

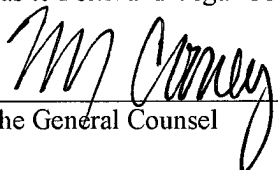
For The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

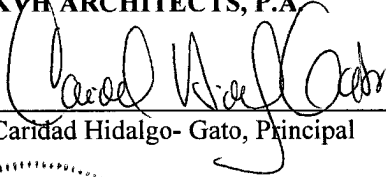
Approved as to Form and Legal Content:


Office of the General Counsel

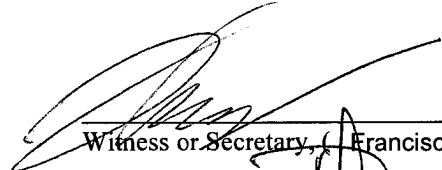
for PROJECT CONSULTANT

ATTEST

KVH ARCHITECTS, P.A.



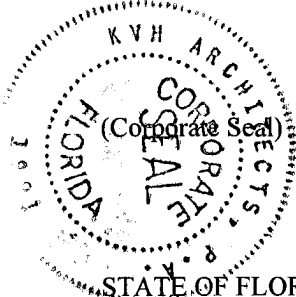
Caridad Hidalgo- Gato, Principal



Witness or Secretary, (Francisco Miguez, Jr.)



Witness, (Felipe Bahamon)



AAC002076

Project Consultant's
Registration Number

COUNTY OF BROWARD

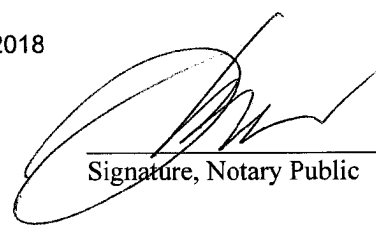
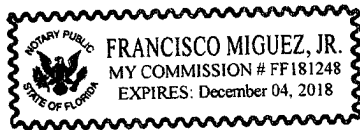
The foregoing instrument was acknowledged before me this 28th day of February, 2018 by
Caridad Hidalgo-Gato of KVH Architects, P.A. on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: December 04, 2018

(SEAL)



Signature, Notary Public

Francisco Miguez, Jr.
Printed Name of Notary

#FF181248
Notary's Commission

**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 7th day of November, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-034C, Package B**
 Project No. P.001986, P.002004 and P.001987
 SMART Program Renovations
 FLCC: \$5,908,071

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7th day of November, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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; and
- b) The Agreement.

- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida

(SEAL)


**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**




Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:

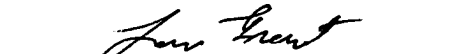

Office of the General Counsel

[PROJECT CONSULTANT]

**ATTEST
LAURA M. PEREZ AND ASSOCIATES, INC.**



LAURA PEREZ, President



LINA FRENNERI, Secretary



AR 0011674
Project Consultant's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of JAN, 2012 by
LAURA PEREZ of LMP 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: Nov. 13, 2020

(SEAL)



Signature, Notary Public

Ana T. Lorenzo

Printed Name of Notary



**Ana T. Lorenzo
Commission # GG046581
Expires: Nov. 13, 2020
Bonded thru Aaron Notary**

GG046581

Notary's Commission

**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 LIMCO Engineering Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 17th day of January, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-088C, Package A**
 Project No. P.002042 and P.001980
 SMART Program Renovations
 FLCC: \$4,600,297

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 17th day of January, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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:

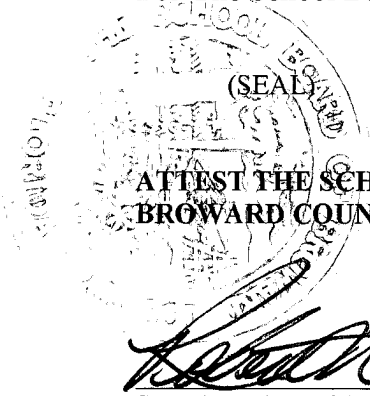
- a) This FIRST Amendment to Agreement; and
- b) The Agreement.

- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Handwritten signature of Robert W. Runcie in black ink, written over a horizontal line.

Superintendent of Schools
Robert W. Runcie

Handwritten signature of Nora Rupert in black ink, written over a horizontal line.

Nora Rupert, Chair


Approved as to Form and Legal Content:

Handwritten signature of M. Murney in black ink, written over a horizontal line.


Office of the General Counsel

[PROJECT CONSULTANT]

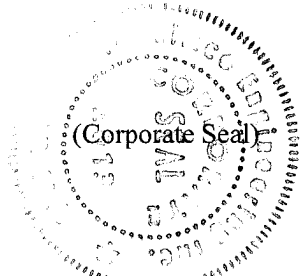
**ATTEST
LIMCO Engineering Inc.**



Courtney O. Currie, President



Lenworth Palmer, Secretary



CA Lic. #30565

Project Consultant's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

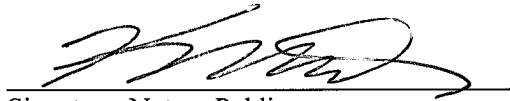
The foregoing instrument was acknowledged before me this 9th day of January, 2018 by
Courtney O. Currie of LIMCO Engineering Inc. on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as
Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

KAREN DONALDSON

Printed Name of Notary

Notary's Commission

**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 LIMCO Engineering, INC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of February, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-105C, Package A**
 Project No. P.001845 and P.001890
 SMART Program Renovations
 FLCC: \$3,552,704

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21th day of February, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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; and
- b) The Agreement.


- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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.

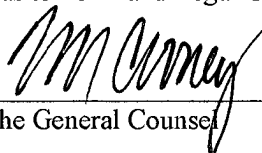
For The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Superintendent of Schools
Robert W. Runcie

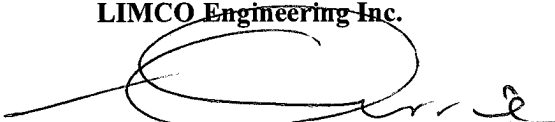

Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[PROJECT CONSULTANT]

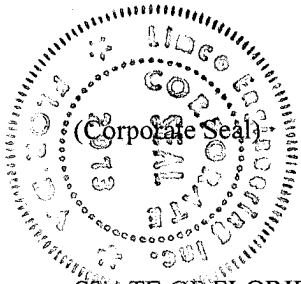
ATTEST
LIMCO Engineering Inc.



Courtney O. Currie, President



Lenworth Palmer, Secretary



CA Lic. #30565
Project Consultant's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

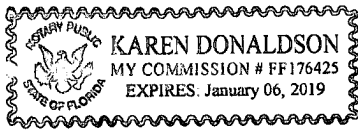
The foregoing instrument was acknowledged before me this 9th day of January, 2018 by
Courtney O. Currie of LIMCO Engineering Inc. on behalf of the corporation or agency.


He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

KAREN DONALDSON

Printed Name of Notary

Notary's Commission

**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 LIMCO Engineering Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 19th day of September, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Western Senior High School**
 Project No. P.001967
 SMART Program Renovations
 FLCC: \$2,779,235

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 19th day of September, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

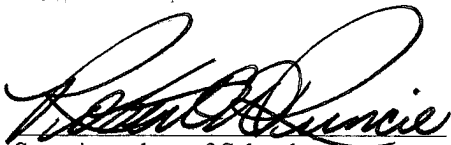
5. **Authority:** Each person signing this FIRST Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

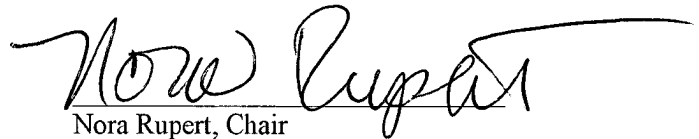
IN WITNESS WHEREOF, the parties hereto have caused this FIRST Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie

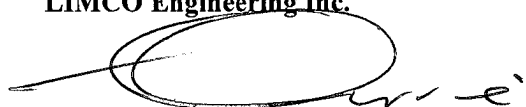

Nora Rupert, Chair

Approved as to Form and Legal Content:

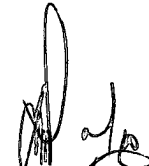

Office of the General Counsel

PROJECT CONSULTANT

**ATTEST
LIMCO Engineering Inc.**

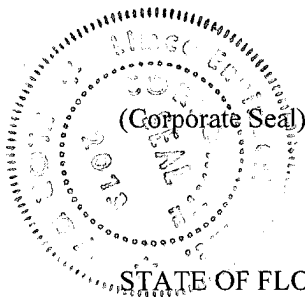


Courtney O. Currie, President



Lenworth Palmer, Secretary

CA Lic. #30565
Project Consultant's
Registration Number



STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of January, 2018 by

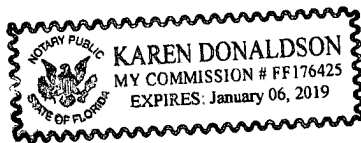
Courtney O. Currie of LIMCO Engineering Inc. on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

KAREN DONALDSON

Printed Name of Notary

Notary's Commission

**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 LIMCO Engineering Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 19th day of September, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Wilton Manors Elementary School**
 Project No. P.001917
 SMART Program Renovations
 FLCC: \$2,261,006

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 19th day of September, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:
 - A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

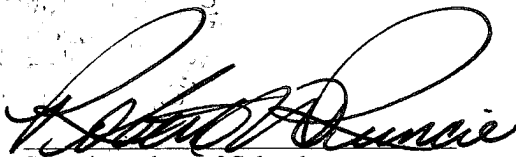
5. **Authority:** Each person signing this FIRST Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**




Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[PROJECT CONSULTANT]

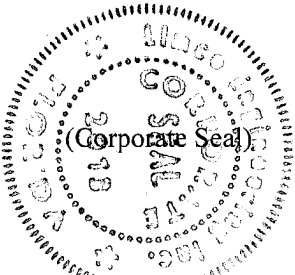
**ATTEST
LIMCO Engineering Inc.**



Courtney O. Currie, President



Lenworth Palmer, Secretary



STATE OF FLORIDA

COUNTY OF BROWARD

CA Lic. #30565
Project Consultant's
Registration Number

The foregoing instrument was acknowledged before me this 9th day of January, 2018 by

Courtney O. Currie of LIMCO Engineering Inc. on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

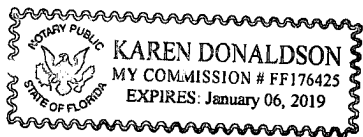
Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Signature, Notary Public



KAREN DONALDSON

Printed Name of Notary

Notary's Commission

**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 LIVS Associates, LLC d/b/a LIVS Associates (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Driftwood Middle School**
 Project No. P.001837
 SMART Program Renovations
 FLCC: \$3,713,337

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

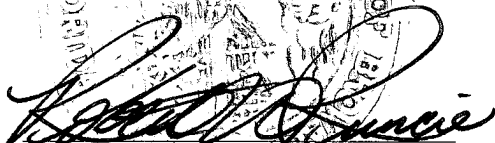
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

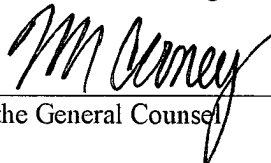


Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:



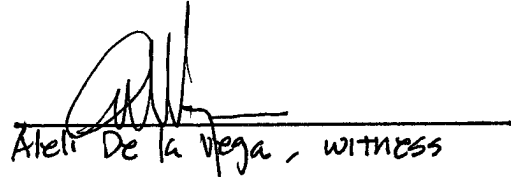
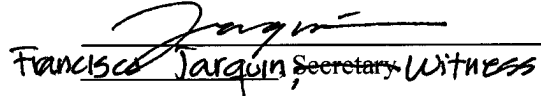
Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
LIVS Associates



Tony Rosabal, Principal


Arbeli De la Vega, witness
Francisco Jarquin, Secretary Witness

AR0014717

Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of February, 2018 by

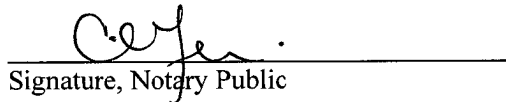
Tony Rosabal of LIVS Associates on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 1/24/2022

(SEAL)


Signature, Notary Public

Cristina Ojeda
Commission # GG178930
Expires: January 24, 2022
Bonded thru Aaron Notary

Cristina Ojeda
Printed Name of Notary

GG178930
Notary's Commission

**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 LIVS Associates, LLC d/b/a LIVS Associates (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of March, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Margate Middle School**
 Project No. P.001836
 SMART Program Renovations
 FLCC: \$5,964,430

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:
 - A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- .4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

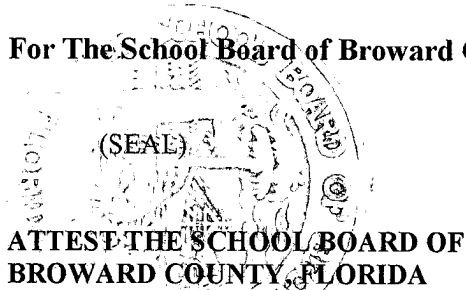
D. ADD Article 4.1.12 as follows:

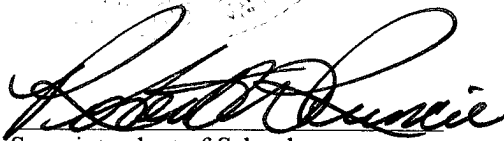
- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

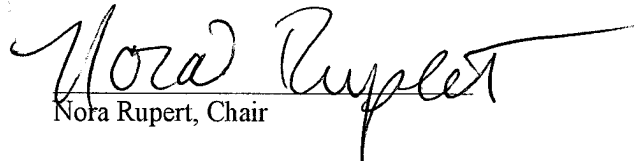
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida




Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:

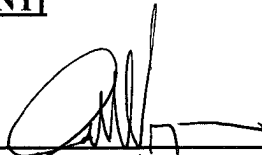

Office of the General Counsel

[PROJECT CONSULTANT]


**ATTEST
LIVS Associates**



Tony Rosabal, Principal



Aleli De la Vega, witness



Francisco Jarquin, Secretary witness



AR 0014717

Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

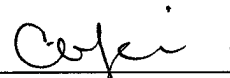
The foregoing instrument was acknowledged before me this 1 day of February, 2018 by
Tony Rosabal of LIVS Associates on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 1/24/2022

(SEAL)



Signature, Notary Public



Cristina Ojeda
Commission # GG178930
Expires: January 24, 2022
Bonded thru Aaron Notary

Cristina Ojeda

Printed Name of Notary

GG178930

Notary's Commission

**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 LIVS Associates, LLC d/b/a LIVS Associates (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of March, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **South Broward Senior High School
Project No. P.001838
SMART Program Renovations
FLCC: \$4,084,111**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March, 2017, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4. The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

- Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

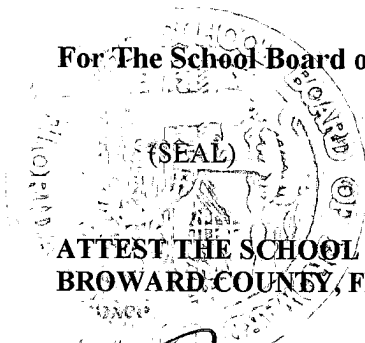
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The First Amendment; and
 - c) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

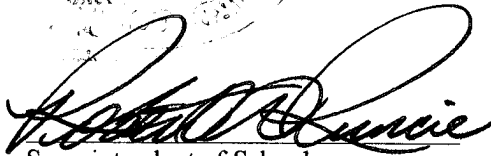
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida

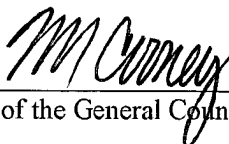


**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[PROJECT CONSULTANT]

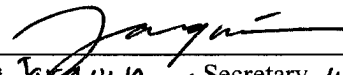
**ATTEST
LIVS Associates**



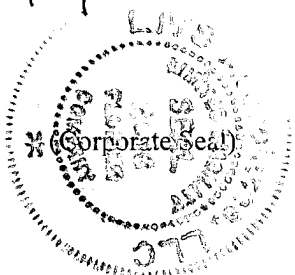
Tony Rosabal, Principal



Aledi De la Vega, witness



Francisco Jaquin, Secretary witness



AR-014717

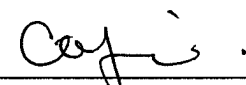
Project Consultant's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1 day of February, 2016 by
Tony Rosabal of LIVS Associates 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: 1/24/2022
(SEAL)



Signature, Notary Public

Cristina Ojeda

Printed Name of Notary



**Cristina Ojeda
Commission # GG178930
Expires: January 24, 2022
Bonded thru Aaron Notary**

GG178930

Notary's Commission

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 "M.C Harry and Associates, Inc." (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Atlantic Technical College**
 Project No. P.000415
 SMART Program Renovations
 FLCC: \$6,154,985

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 21st day of June, 2016, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

- 1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

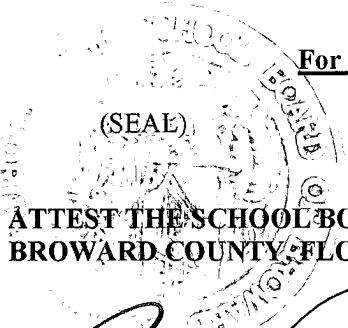
D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;
 - b) The First Amendment; and
 - c) The Agreement.
4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
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 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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in cursive script, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in cursive script, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

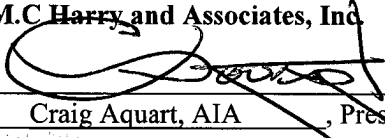
A handwritten signature in cursive script, appearing to read "M. Conway", written over a horizontal line.

Office of the General Counsel


[DESIGN PROFESSIONAL]

ATTEST

M.C Harry and Associates, Inc.



Craig Aquart, AIA, President



Lourdes Solera, FAIA, Secretary



AR 14445
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

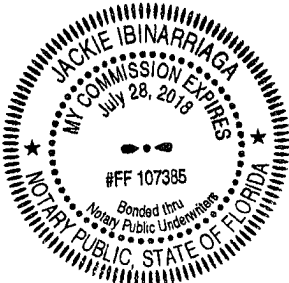
The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Craig Aquart of MCHarry & Assoc. on behalf of the corporation or agency.


He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

Jackie Ibarriga

Printed Name of Notary

FF 107385

Notary's Commission

**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 "M.C Harry and Associates, Inc." (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Boyd Anderson High School**
 Project No. P.001846
 SMART Program Renovations
 FLCC: \$3,409,147

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

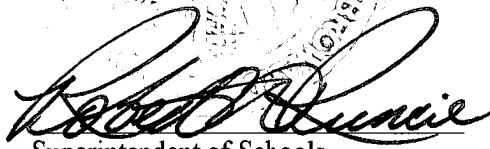
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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.

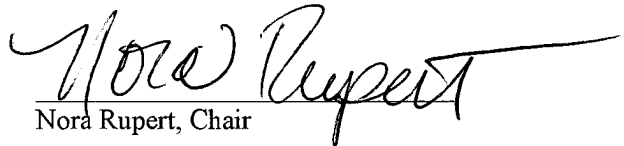
For The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

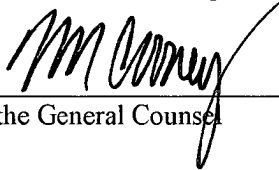


Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:

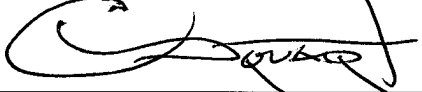


Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST

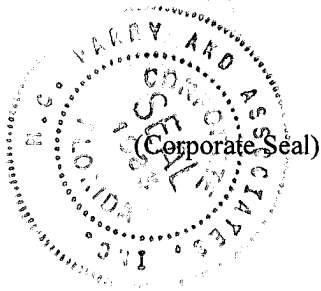
M.C Harry and Associates, Inc.



Craig Aquart, AIA, President



Lourdes Solera, FAIA, Secretary



AR 14445
Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

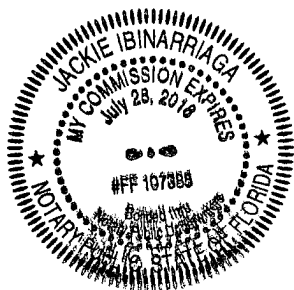
The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Craig Aquart of MC Harry & Assoc. on behalf of the corporation or agency.

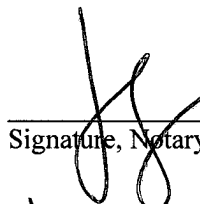
He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

Jackie Binarriga

Printed Name of Notary

FF 107385

Notary's Commission

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 "M.C Harry and Associates, Inc." (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Broadview Elementary School**
 Project No. P.001638
 SMART Program Renovations
 FLCC: \$1,231,220

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 21st day of June, 2016, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

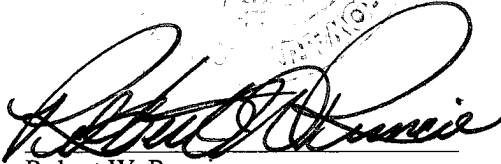
- 3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This Second Amendment to Agreement;
 - b) The First Amendment; and
 - c) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
- 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 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.

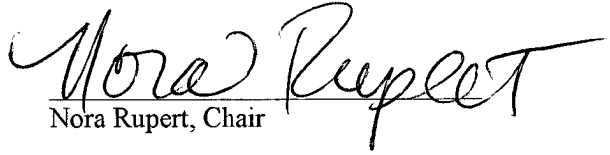
For The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

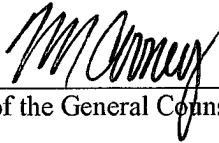


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:

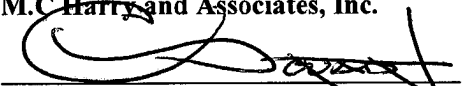


Office of the General Counsel

DESIGN PROFESSIONAL

ATTEST

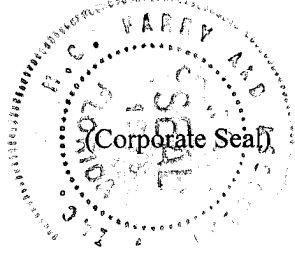
M.C Harry and Associates, Inc.



Craig Aquart, AIA, President



Lourdes Solera, FAIA, Secretary



AR 14445
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

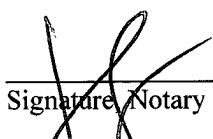
The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Craig Aquart of MCHARRY ASSOC on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as
Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

Jackie Ibarriaga

Printed Name of Notary

FF 107385

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 "M.C Harry and Associates, Inc." (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Coconut Creek High School**
 Project No. P.001753
 SMART Program Renovations
 FLCC: \$3,324,186

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

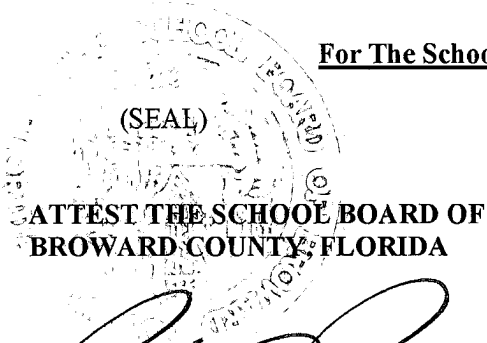
- a) This First Amendment to Agreement; and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida



(SEAL)

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY FLORIDA

Handwritten signature of Robert W. Runcie in black ink.

Robert W. Runcie
Superintendent of Schools

Handwritten signature of Nora Rupert in black ink.

Nora Rupert, Chair

Approved as to Form and Legal Content:

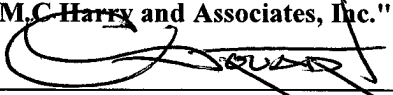
Handwritten signature of the Office of the General Counsel in black ink.

Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST

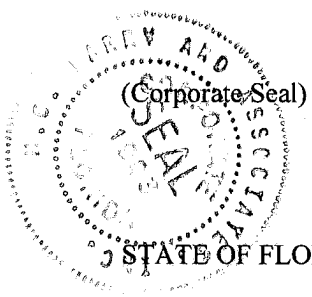
"M.C. Harry and Associates, Inc."



Craig Aquart, AIA, President



Lourdes Solera, FAIA, Secretary



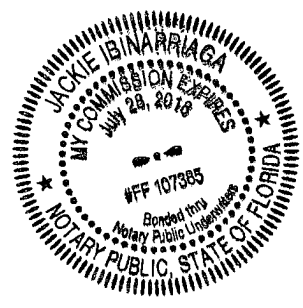
AR 14445

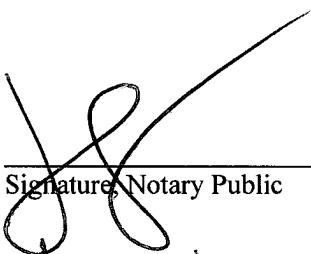
Design Professional's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Craig Aquart of M.C. Harry & Assoc. 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:
(SEAL)





Signature, Notary Public
Jackie Ibarra

Printed Name of Notary
FF107385

Notary's Commission

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 "M.C Harry and Associates, Inc." (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Maplewood Elementary School
Project No. P.001639
SMART Program Renovations
FLCC: \$1,520,754**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 21st day of June, 2016, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

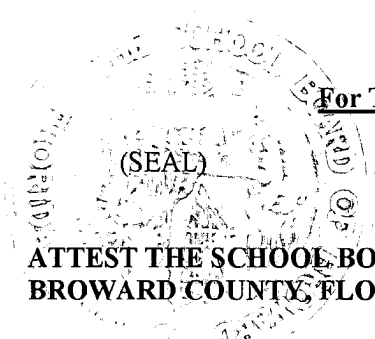
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This Second Amendment to Agreement;
- b) The First Amendment; and
- c) The Agreement.

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

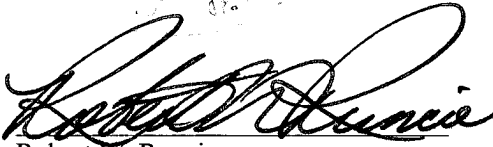
5. **Authority:** Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second 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.



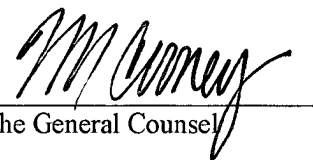
For The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

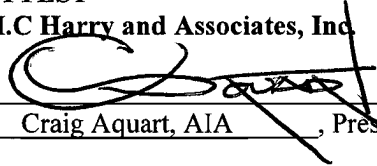
Approved as to Form and Legal Content:


Office of the General Counsel


[DESIGN PROFESSIONAL]

ATTEST

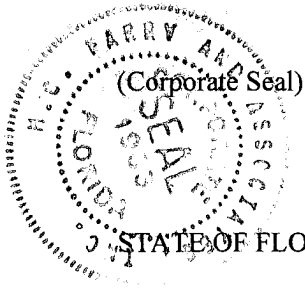
M.C Harry and Associates, Inc.



Craig Aquart, AIA, President



Lourdes Solera, FAIA, Secretary



AR 14445

Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

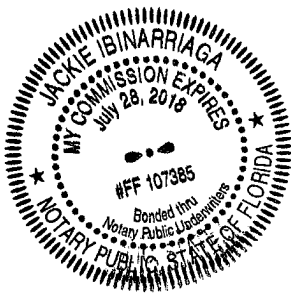
The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Craig Aquart of MC Harry & Assoc on behalf of the corporation or agency.

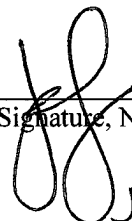
He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

Jackie Ibinarriga

Printed Name of Notary

FF 107385

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 "M.C Harry and Associates, Inc." (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Coral Springs High School**
 Project No. P.001765
 SMART Program Renovations
 FLCC: \$7,593,905

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

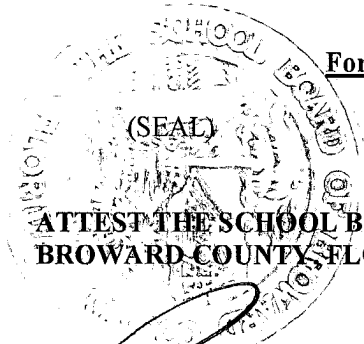
- a) This First Amendment to Agreement;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

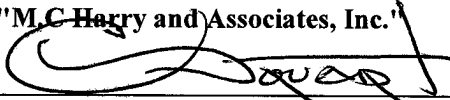
A handwritten signature in black ink, appearing to read "M. Curney", written over a horizontal line.

Office of the General Counsel

DESIGN PROFESSIONAL

ATTEST

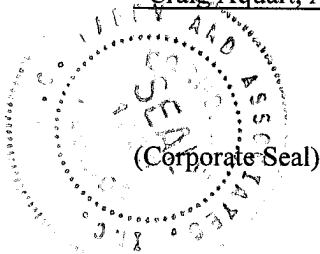
"M.C Harry and Associates, Inc."



Craig Aquart, AIA, President



Lourdes Solera, FAIA, Secretary



AR 14445
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Craig Aquart of M.C. Harry & Assoc. on behalf of the corporation or agency.

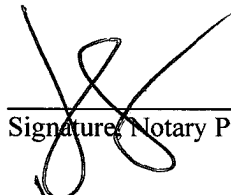
He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

Jackie Ibarriaga

Printed Name of Notary

FF107385

Notary's Commission

**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 Nyarko Architectural Group, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 7th day of November, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-038C, Package B**
 Project No. P.002000, P.002001 and P.002002
 SMART Program Renovations
 FLCC: \$2,039,600

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7th day of November, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

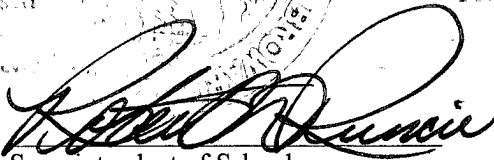
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[PROJECT CONSULTANT]

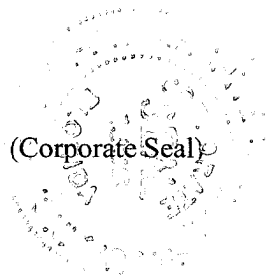
ATTEST
Nyarko Architectural Group, Inc.



Charles Nyarko, President



Charles Nyarko, Secretary



AR0015759

Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD


The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
Charles Nyarko of Nyarko Arch-Group 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: 12-15-2019

(SEAL)



Signature, Notary Public



Katiana Louis-Charles

Printed Name of Notary

FF943765

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Nyarko Architectural Group, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 20th day of December, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Fairway Elementary School**
 Project No. P.001785
 SMART Program Renovations
 FLCC: \$2,681,184

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 20th day of December, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

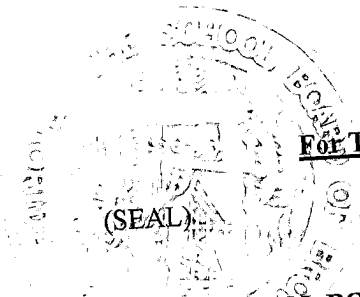
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

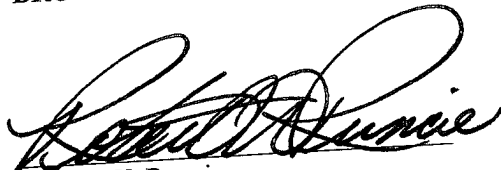
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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.



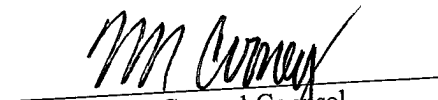
For The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

DESIGN PROFESSIONAL

ATTEST
Nyarko Architectural Group, Inc.

Charles Nyarko, President

Charles Nyarko, Secretary



AR0015957

Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by
Charles Nyarko of Nyarko Arch. Group 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: 12-15-2019

(SEAL)

Katiana Louis-Charles
Signature, Notary Public



Katiana Louis-Charles
Commission # FF943765
Expires December 15, 2019
Bonded thru Aaron Notary

Katiana Louis-Charles
Printed Name of Notary

FF943765
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Nyarko Architectural Group, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 1st day of November, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Oakridge Elementary School**
 Project No. P.001712
 SMART Program Renovations
 FLCC: \$2,455,464

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 1st day of November, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

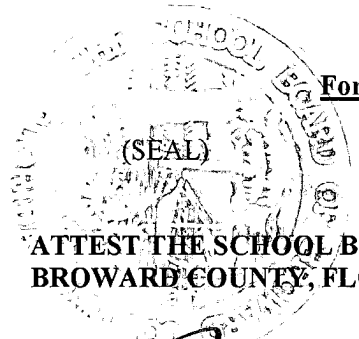
3. **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

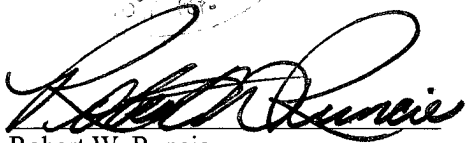
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

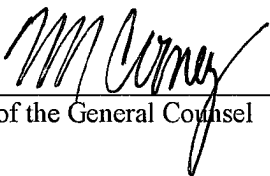
**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie

Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST
Nyarko Architectural Group, Inc.

Charles Nyarko, President

Charles Nyarko, Secretary



STATE OF FLORIDA

COUNTY OF BROWARD

AR0015957

Design Professional's
Registration Number

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by
Charles Nyarko of Nyarko Arch. Group 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: 12-15-2019

(SEAL)

Katiana Louis-Charles
Signature, Notary Public



Katiana Louis-Charles
Commission # FF943765
Expires: December 15, 2019
Bonded thru: Aaron Notary

Katiana Louis-Charles
Printed Name of Notary

FF943765
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Nyarko Architectural Group, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of October, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Pompano Beach Middle School**
 Project No. P.001721
 SMART Program Renovations
 FLCC: \$5,436,515

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of October, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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; and
- b) The Agreement.

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

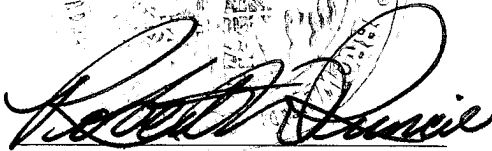
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

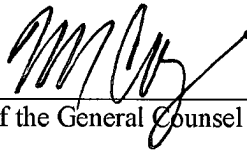


Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

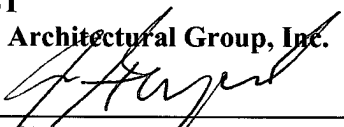
Approved as to Form and Legal Content:




Office of the General Counsel

DESIGN PROFESSIONAL

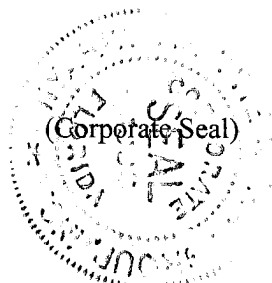
ATTEST
Nyarko Architectural Group, Inc.



Charles Nyarko, President



Charles Nyarko, Secretary



AR0015957

Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

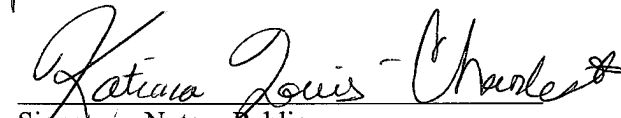
The foregoing instrument was acknowledged before me this 5th day of January, 2018 by
Charles Nyarko of Nyarko Arch. Group on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

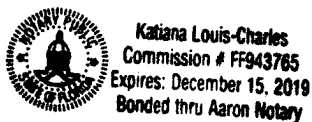
Identification and did/did not first take an oath.

My commission expires: 12-15-2019

(SEAL)



Signature, Notary Public



Katiana Louis-Charles

Printed Name of Notary

FF943765

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Nyarko Architectural Group, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 20th day of September, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Ramblewood Elementary School**
 Project No. P.001725
 SMART Program Renovations
 FLCC: \$1,907,923

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 20th day of September, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

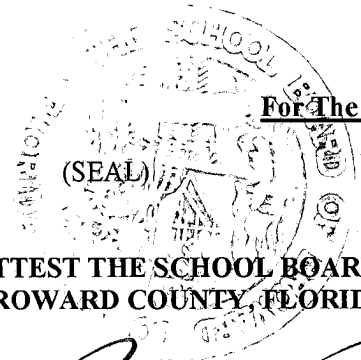
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement; and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

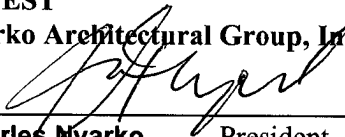
Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. C. [unclear]", written over a horizontal line.


Office of the General Counsel

DESIGN PROFESSIONAL

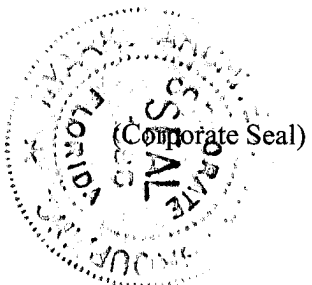
ATTEST
Nyarko Architectural Group, Inc.



Charles Nyarko, President



Charles Nyarko, Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

AR0015957

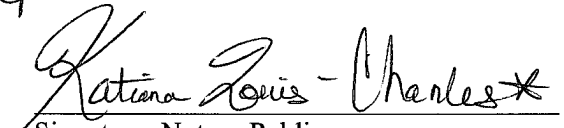
Design Professional's
Registration Number

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by
Charles Nyarko of Nyarko Arch. Group 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: 12-15-2019

(SEAL)



Signature, Notary Public



Katiana Louis-Charles

Printed Name of Notary

FF943765

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Nyarko Architectural Group, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 16th day of August, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Silver Trail Middle School**
 Project No. P.001406
 SMART Program Renovations
 FLCC: \$3,117,890

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 16th day of August, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

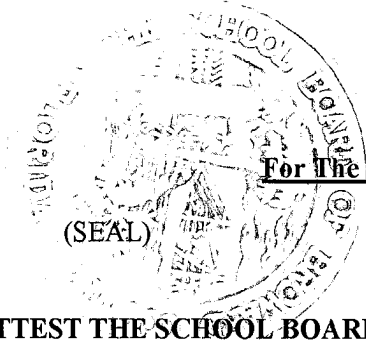
3. **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement; and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie".

Robert W. Runcie
Superintendent of Schools

A handwritten signature in black ink, appearing to read "Nora Rupert".

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. Conroy".

Office of the General Counsel

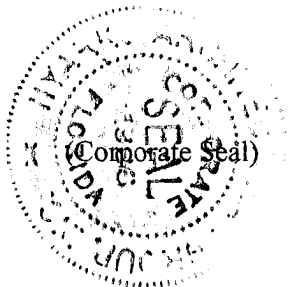
[DESIGN PROFESSIONAL]

ATTEST

Nyarko Architectural Group, Inc.

Charles Nyarko, President

Charles Nyarko, Secretary



AR0015957

Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of January, 2018 by
Charles Nyarko of Nyarko Arch. Group 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: 12-15-2019

(SEAL)

Katiana Louis-Charles
Signature, Notary Public

Katiana Louis-Charles
Printed Name of Notary



Katiana Louis-Charles
Commission # FF943765
Expires: December 15, 2019
Bonded thru Aaron Notary

FF943765
Notary's Commission

**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 RODRIGUEZ ARCHITECTS, INC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of February, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-104C, Package B**
 Project No. P.002065 and P.002070
 SMART Program Renovations
 FLCC: \$4,503,293

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of February, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

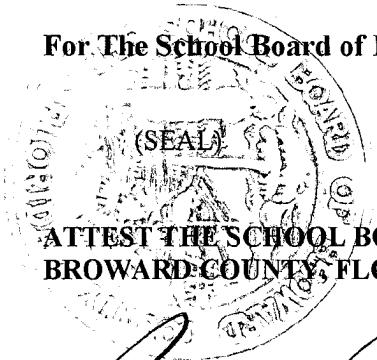
4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in cursive script, reading "Robert W. Runcie".

Superintendent of Schools
Robert W. Runcie

A handwritten signature in cursive script, reading "Nora Rupert".

Nora Rupert, Chair

Approved as to Form and Legal Content:

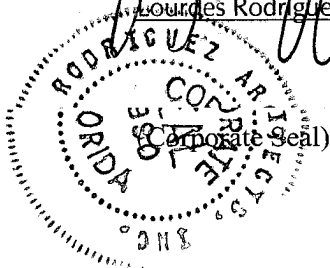
A handwritten signature in cursive script, reading "M. Coney".

Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
RODRIGUEZ ARCHITECTS, INC.

Lourdes Rodriguez, President



Miguel A. Rodriguez, Secretary

AAC - 001933
Project Consultant's
Registration Number

STATE OF FLORIDA

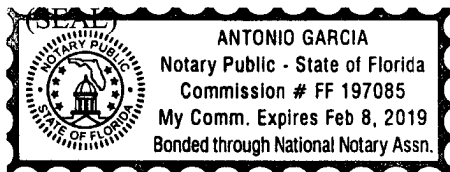
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of January, 2018 by
Lourdes Rodriguez
Miguel A. Rodriguez of Rodriguez Architects, 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:



Antonio Garcia
Signature, Notary Public

ANTONIO GARCIA
Printed Name of Notary

Notary's Commission

**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 RODRIGUEZ ARCHITECTS, INC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 5th day of December, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Deerfield Park Elementary School**
 Project No. P.002036
 SMART Program Renovations
 FLCC: \$3,534,021

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 5th day of December, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

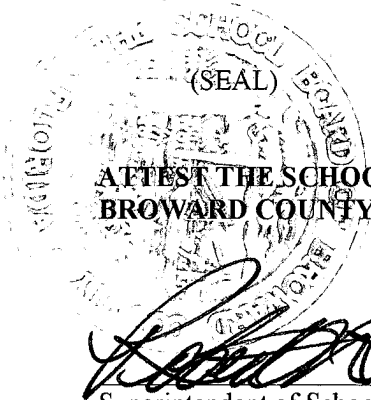
- a) This FIRST Amendment to Agreement; and
- b) The Agreement.

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

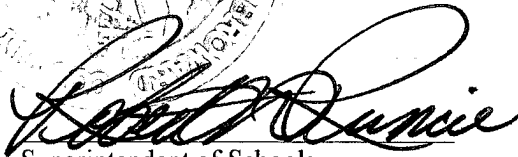
5. **Authority:** Each person signing this FIRST Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida

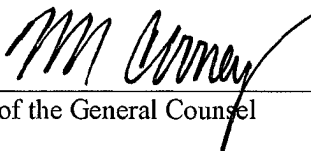


**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie

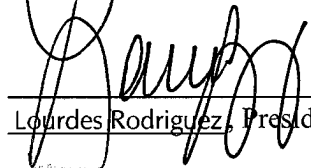

Nora Rupert, Chair

Approved as to Form and Legal Content:

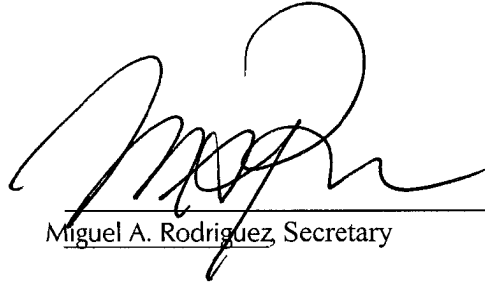

Office of the General Counsel

[PROJECT CONSULTANT]

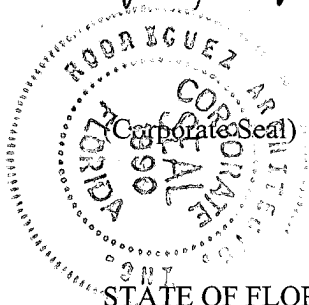
**ATTEST
RODRIGUEZ ARCHITECTS, INC.**



Lourdes Rodriguez, President



Miguel A. Rodriguez, Secretary



AAC - 001933
Project Consultant's
Registration Number

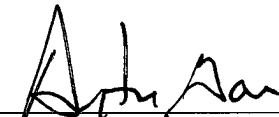
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of January, 2018 by
Lourdes Rodriguez
Miguel A. Rodriguez of Rodriguez Architects, Inc. on behalf of the corporation or agency.

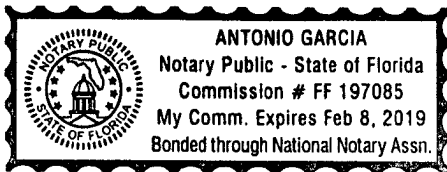
He/she is personally known to me or produced _____ as
Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Signature, Notary Public



ANTONIO GARCIA

Printed Name of Notary

Notary's Commission

**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 SILVA ARCHITECTS, LLC (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 19th day of December, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Gulfstream Early Learning Center of Excellence**
 Project No. P.002055
 SMART Program Renovations
 FLCC: \$2,122,006

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 19th day of December, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:
 - A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

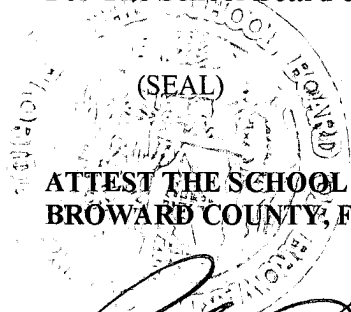
- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", is written over a horizontal line.

Superintendent of Schools
Robert W. Runcie

A handwritten signature in black ink, appearing to read "Nora Rupert", is written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. Cooney", is written over a horizontal line.

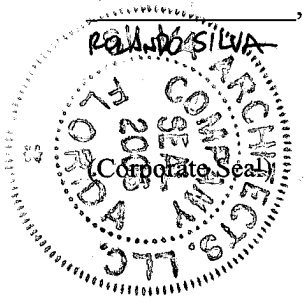
Office of the General Counsel

PROJECT CONSULTANT

ATTEST
SILVA ARCHITECTS, LLC

[Signature]
_____, Manager

[Signature]
_____, Secretary- MANAGER
ALEJANDRO SILVA



AA 26002096
Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

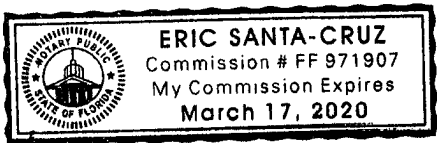
The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2018 by
ROLANDO SILVA of SILVA ARCHITECTS, LLC on behalf of the corporation or agency.

He/she is personally known to me or produced D.L. as

Identification and did not first take an oath.

My commission expires:

(SEAL)



[Signature]
Signature, Notary Public

Printed Name of Notary

Notary's Commission

**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 Sol-ARCH, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of March, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Charles Drew Family Resource Center**
 Project No. P.001848
 SMART Program Renovations
 FLCC: \$2,195,584

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:
 - A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- .4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

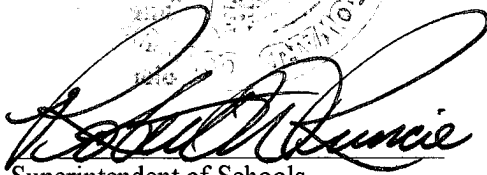
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida

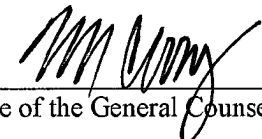
(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie

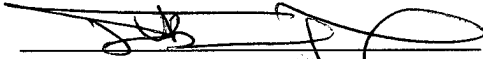

Nora Rupert, Chair

Approved as to Form and Legal Content:

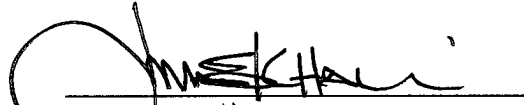

Office of the General Counsel

PROJECT CONSULTANT

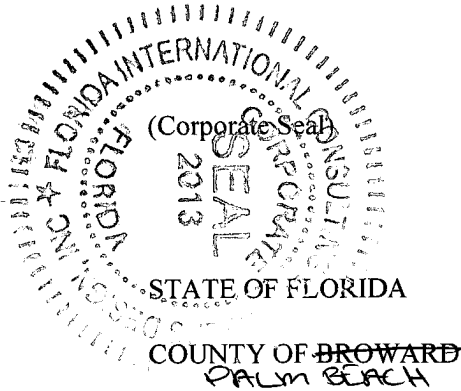
ATTEST
Florida International Consulting Engineers Design, Inc.



James Burphy, President



James Khalil, Secretary

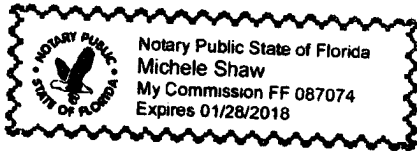


Project Consultant's
Registration Number
P13000074669

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
James Burphy of FICE Design 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: 1/28/18
(SEAL)





Signature, Notary Public

Michele Shaw

Printed Name of Notary

FF 087074

Notary's Commission

**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 Sol-ARCH, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Fort Lauderdale Senior High School**
 Project No. P.001839
 SMART Program Renovations
 FLCC: \$1,687,778

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

- Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.


D. ADD Article 4.1.12 as follows:

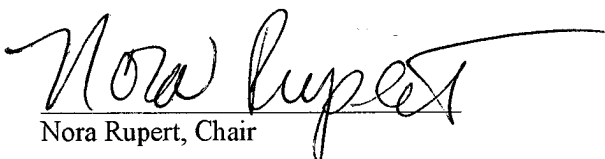
- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

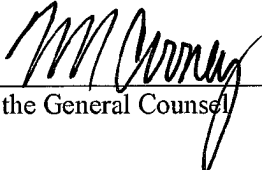
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

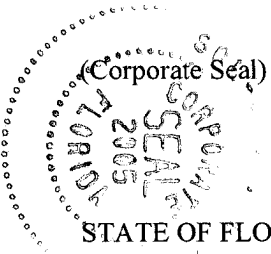
[PROJECT CONSULTANT]

ATTEST
Sol-ARCH, Inc.

Duice Conde
_____, President
Duice Conde

Micheal Figueredo
_____, Secretary
Micheal Figueredo

AA26001582
Project Consultant's
Registration Number



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of January, 2018 by _____ of _____ 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: 07/24/2020

(SEAL)



Marisela Conde
Signature, Notary Public

MARISELA CONDE
Printed Name of Notary

FF 997 338
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Sol- ARCH, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 20th day of December, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Hawkes Bluff Elementary School**
 Project No. P.001784
 SMART Program Renovations
 FLCC: \$1,936,609

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 20th day of December, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

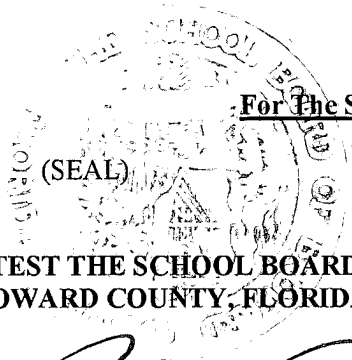
3. **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in cursive script, reading "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in cursive script, reading "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in cursive script, reading "M. Conroy", written over a horizontal line.

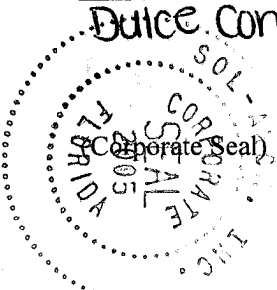
Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST
Sol ARCH, Inc.

Dulce Conde
President

Michael Figueredo
Secretary



AA26001582
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of January, 2018 by _____ of _____ 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: 07/24/2020

(SEAL)



Marisela Conde
Signature, Notary Public

MARISELA CONDE
Printed Name of Notary

FF 997 338
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Sol- ARCH, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of October, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Dillard 6-12 School**
 Project No. P.001726
 SMART Program Renovations
 FLCC: \$2,915,612

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of October, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

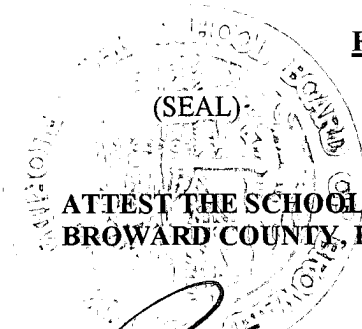
- a) This First Amendment to Agreement;and
- b) The Agreement.

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

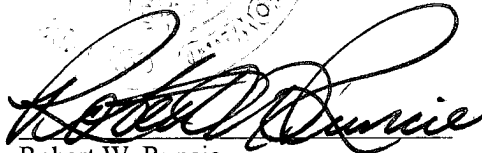
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida



ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

DESIGN PROFESSIONAL

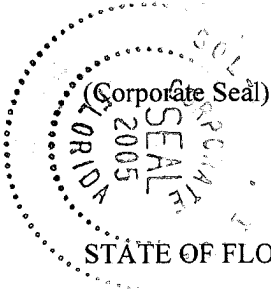
ATTEST
Sol- ARCH, Inc.

Dulce Conde
_____, President

Dulce Conde

Michael Figueredo
_____, Secretary

Michael Figueredo



AA26001582
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

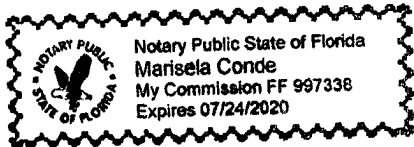
The foregoing instrument was acknowledged before me this 4th day of January, 2018 by _____ of _____ on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 07/24/2020

(SEAL)



Marisela Conde
Signature, Notary Public

MARISELA CONDE
Printed Name of Notary

FF 997 338
Notary's Commission

**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 Sol-ARCH, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **McFatter Technical College**
 Project No. P.001658
 SMART Program Renovations
 FLCC: \$4,957,373

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:
 - A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

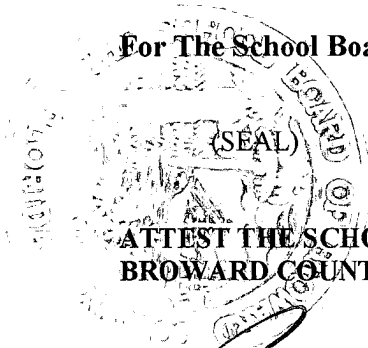
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Superintendent of Schools
Robert W. Runcie

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. Conroy", written over a horizontal line.

Office of the General Counsel

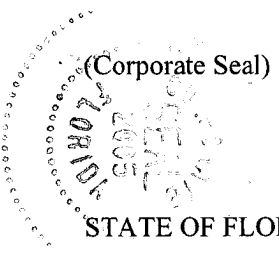
[PROJECT CONSULTANT]

ATTEST
Sol-ARCH, Inc.

Dulce Conde
_____, President
Dulce Conde

Michael Figueiredo
_____, Secretary
Michael Figueiredo

AA26001582
Project Consultant's
Registration Number



(Corporate Seal)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of January, 2018 by _____ of _____ 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: 07/24/2020

(SEAL)



Marisela Conde
Signature, Notary Public

MARISELA CONDE
Printed Name of Notary

FF 997338
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Sol- ARCH, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of January, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Plantation Middle School**
 Project No. P.001729
 SMART Program Renovations
 FLCC: \$2,309,449

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of January, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

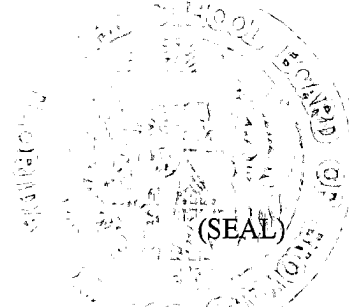
3. **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

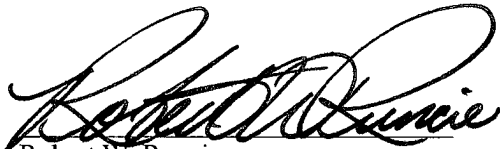
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST

Sol- ARCH, Inc.

Dulce Conde

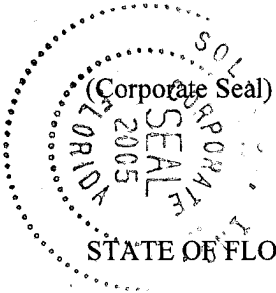
President

Dulce Conde

Michael Figueredo

Secretary

Michael Figueredo



STATE OF FLORIDA

COUNTY OF BROWARD

AA 26001582

Design Professional's
Registration Number

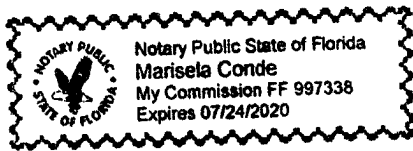
The foregoing instrument was acknowledged before me this 4th day of January, 2018 by _____ of _____ on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 07/24/2020

(SEAL)



Marisela Conde

Signature, Notary Public

MARISELA CONDE

Printed Name of Notary

FF 997 338

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Sol- ARCH, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 7th day of February, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Tedder Elementary School**
 Project No. P.001808
 SMART Program Renovations
 FLCC: \$2,135,302

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 7th day of February, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

- 1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

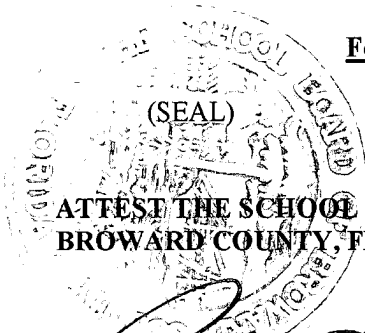
- a) This First Amendment to Agreement;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida



(SEAL)
**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. Curney", written over a horizontal line.

Office of the General Counsel

[DESIGN PROFESSIONAL]

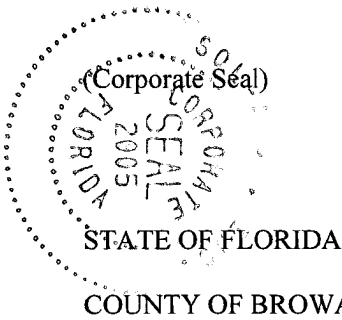
ATTEST
Sol- ARCH, Inc.

Dulce Conde
President

Dulce Conde

mj
Secretary

Michael Figueredo



AA26001582
Design Professional's
Registration Number

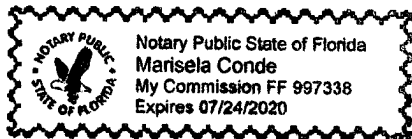
The foregoing instrument was acknowledged before me this 4th day of January, 2018 by _____ of _____ on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires: 07/24/2020

(SEAL)



Marisela Conde
Signature, Notary Public

MARISELA CONDE
Printed Name of Notary

FF 997 338
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Sol- ARCH, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 7th day of September, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Wingate Oaks Center**
 Project No. P.001741
 SMART Program Renovations
 FLCC: \$1,706,457

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 7th day of September, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

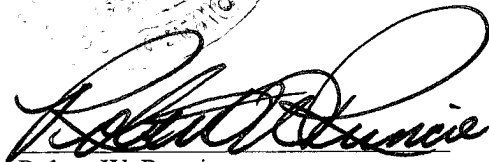
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

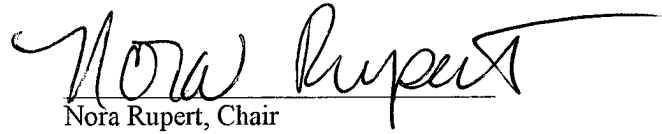
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida



ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[DESIGN PROFESSIONAL]

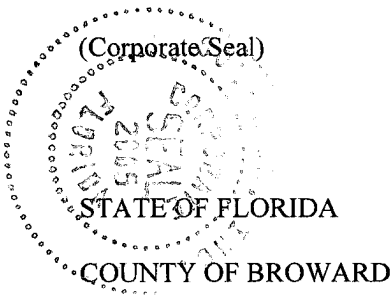
ATTEST
Sol- ARCH, Inc.

Dulce Conde
_____, President

Dulce Conde

Michael Figueredo
_____, Secretary

Michael Figueredo



AA26001582
Design Professional's
Registration Number

The foregoing instrument was acknowledged before me this 4th day of January, 2018 by
_____ of _____ 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: 07/24/2020

(SEAL)



Marisela Conde

Signature, Notary Public

MARISELA CONDE

Printed Name of Notary

FF 997 338

Notary's Commission

**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 Song & Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 5th day of December, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-038C, Package A**
 Project No. P.001915, P.001988, P.001998 and P.001999
 SMART Program Renovations
 FLCC: \$2,126,330

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 5th day of December, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

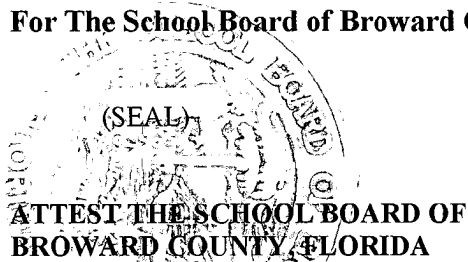
D. ADD Article 4.1.12 as follows:


- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

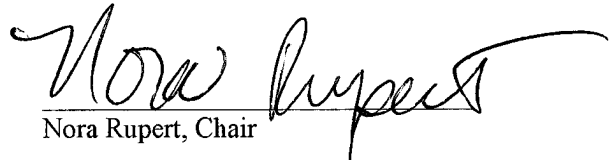
5. **Authority:** Each person signing this FIRST Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida




Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:

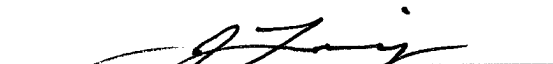

Office of the General Counsel

[PROJECT CONSULTANT]

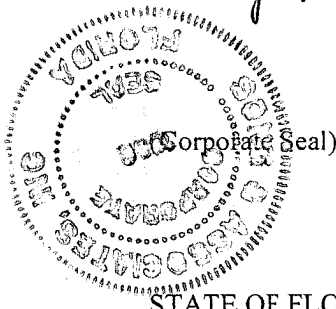
ATTEST
Song & Associates, Inc.



YOUNG SONG, President



Song & Associates, Secretary



Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2018 by
YOUNG SONG of SONG & ASSOCIATES 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: 5/1/2020

(SEAL)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary



Signature, Notary Public

PERRY DOUGLASS

Printed Name of Notary

FLORIDA

Notary's Commission

**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 Song & Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 6th day of February, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-088C, Package B**
 Project No. P.002037, P.002043, P.002038 and P.002044
 SMART Program Renovations
 FLCC: \$4,946,875

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 6th day of February, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

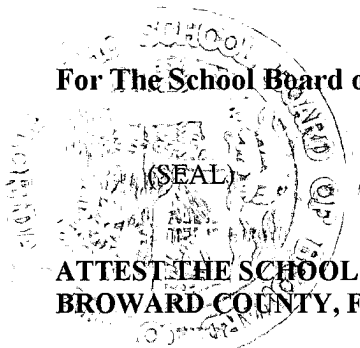
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.


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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair


Approved as to Form and Legal Content:

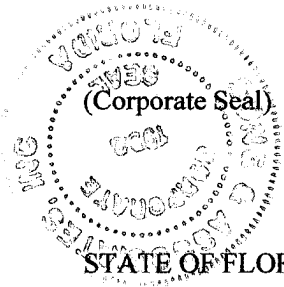

Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
Song & Associates, Inc.


Young Song President


Secretary Secretary



Project Consultant's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2018 by
Young Song of Song & Associates 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: 5/1/2020

(SEAL)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary



Signature, Notary Public

Perry Douglass

Printed Name of Notary

FLORIDA

Notary's Commission

**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 Song & Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 17th day of January, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-093C, Package A**
 Project No. P.002039, P.002045, P.002040 and P.002046
 SMART Program Renovations
 FLCC: \$4,999,527

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 17th day of January, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

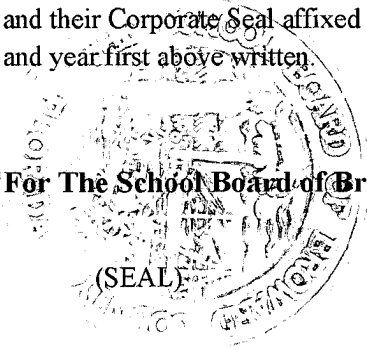
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.


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.

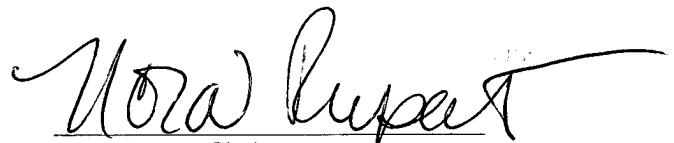
IN WITNESS WHEREOF, the parties hereto have caused this FIRST Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie

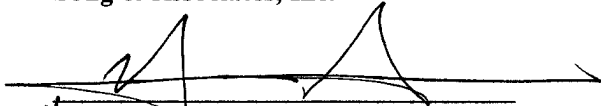

Nora Rupert, Chair

Approved as to Form and Legal Content:

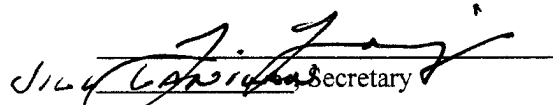

Office of the General Counsel

PROJECT CONSULTANT

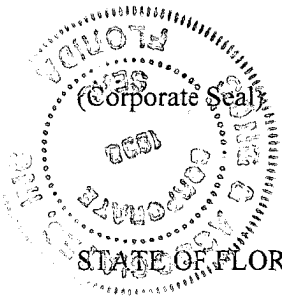
ATTEST
Song & Associates, Inc.



Young Song, President



Secretary



Project Consultant's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2016 by
Young Song of Song & Associates on behalf of the corporation or agency.

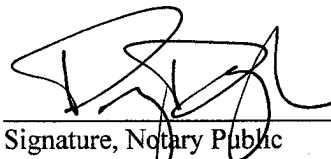
He/she is personally known to me or produced _____ as
Identification and did/did not first take an oath.

My commission expires: 5/1/2020

(SEAL)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary



Signature, Notary Public

PERRY DOUGLASS

Printed Name of Notary

FLORIDA

Notary's Commission

**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 Song & Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of February, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-105C, Package B**
 Project No. P.002067 and P.002071
 SMART Program Renovations
 FLCC: \$3,671,911

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of February, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:
 - A. ADD the following new provision:
 - 2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:
 - 2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

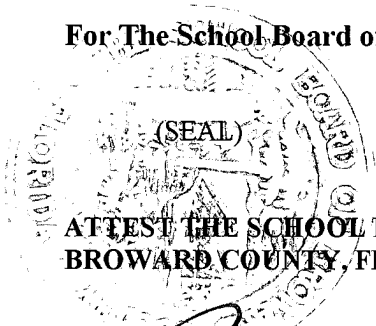
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.


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.

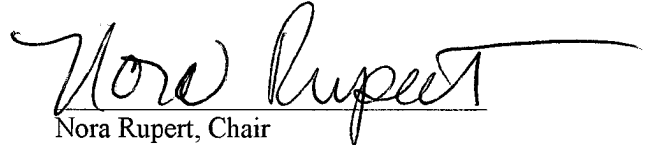
IN WITNESS WHEREOF, the parties hereto have caused this FIRST Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
Song & Associates, Inc.

Young Song, President

John Lawson Secretary



STATE OF FLORIDA

COUNTY OF BROWARD

Project Consultant's
Registration Number

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2018 by Young Song of Song & Associates 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: 5/1/2020

(SEAL)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary

Perry Douglass
Signature, Notary Public

PERRY DOUGLASS
Printed Name of Notary

FLORIDA
Notary's Commission

**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 Song & Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21st day of February, 2018, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-107C, Package B**
 Project No. P.002063
 SMART Program Renovations
 FLCC: \$2,976,266

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of February, 2018, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- 6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

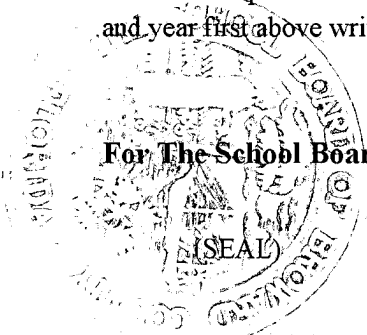
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

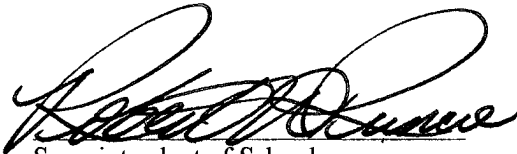
5. **Authority:** Each person signing this FIRST Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.


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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie

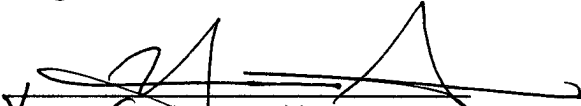

Nora Rupert, Chair

Approved as to Form and Legal Content:

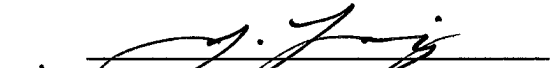

Office of the General Counsel

[PROJECT CONSULTANT]

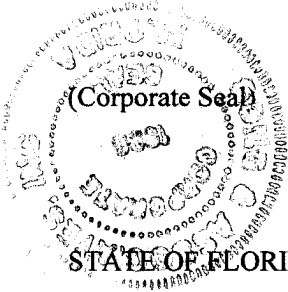
ATTEST
Song & Associates, Inc.



Young Song, President



Jim Carver, Secretary



Project Consultant's
Registration Number

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2018 by
Young Song of Song & Associates, 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: 5/1/2020

(SEAL)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary



Signature, Notary Public

PERRY DOUGLASS

Printed Name of Notary

FLORIDA

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Song & Associates, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Margate Elementary School
Project No. P.001647
SMART Program Renovations
FLCC: \$3,093,612**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

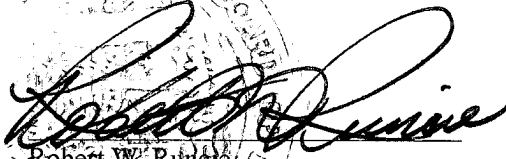
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**



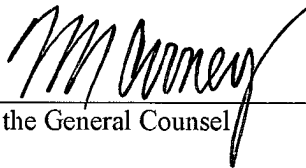
Robert W. Rutledge

Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:

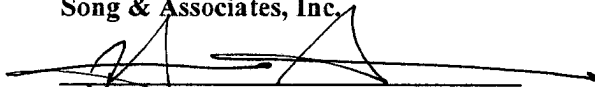


Office of the General Counsel

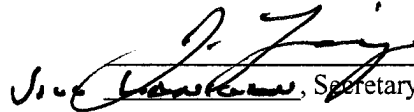
[DESIGN PROFESSIONAL]

ATTEST

Song & Associates, Inc.



Young Song, President



Secretary



Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2018 by
Young Song of Song & Associates on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

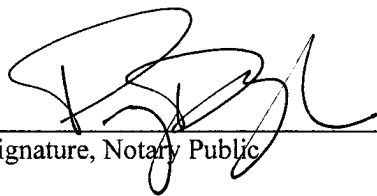
Identification and did/did not first take an oath.

My commission expires: 5/1/2020

(SEAL)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary



Signature, Notary Public

PERRY DOUGLASS

Printed Name of Notary

FLORIDA

Notary's Commission

**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 Song & Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 19th day of September, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Olsen Middle School**
 Project No. P.001955
 SMART Program Renovations
 FLCC: \$4,670,232

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 19th day of September, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- 6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

- Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

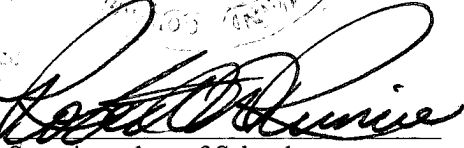
- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Superintendent of Schools
Robert W. Runcie

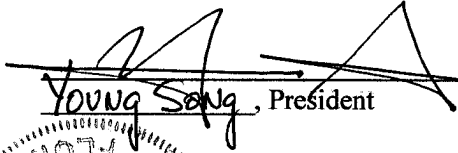

Nora Rupert, Chair

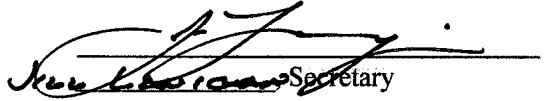
Approved as to Form and Legal Content:

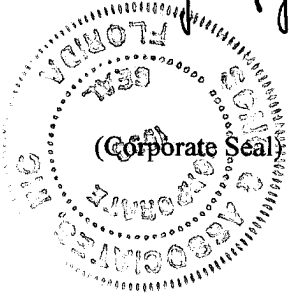

Office of the General Counsel

[PROJECT CONSULTANT]

ATTEST
Song & Associates, Inc.


Young Song, President


Secretary



Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of JANUARY, 2018 by
Young Song of Song & Associates on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

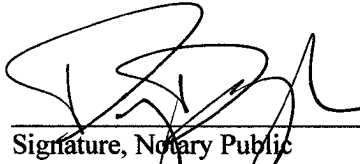
Identification and did/did not first take an oath.

My commission expires: 5/1/2020

(SEAL)



Perry Douglass
Commission # **FF987812**
Expires: **May 1, 2020**
Bonded thru **Aaron Notary**



Signature, Notary Public

Perry Douglass

Printed Name of Notary

FLORIDA

Notary's Commission

**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 The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 19th day of September, 2017, is entered into this 20th day of March by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-028C, Package B**
 Project No. P.001972, P.001971 and P.001969
 SMART Program Renovations
 FLCC: \$2,718,533

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 19th day of September, 2017, is in full force and effect except to the extent this SECOND Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

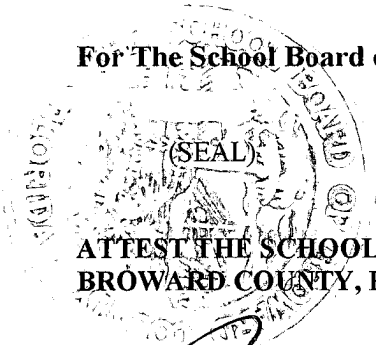
4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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;
 - b) The First Amendment; and
 - c) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.


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.

For The School Board of Broward County, Florida

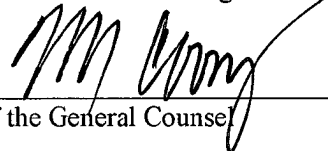


**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[PROJECT CONSULTANT]

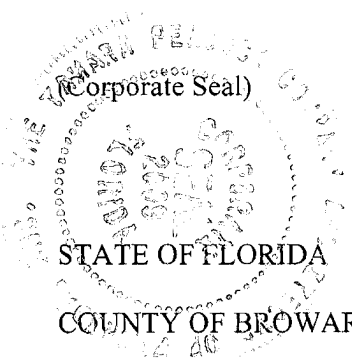
ATTEST

The Tamara Peacock Company Architects of Florida, Inc.

Tamara Peacock
TAMARA PEACOCK, President

Christ Courtney
CHRISTIN COURTNEY, Secretary

AK12126 / AK26002064
Project Consultant's
Registration Number



The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2018 by

TAMARA PEACOCK of THE TAMARA PEACOCK 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.

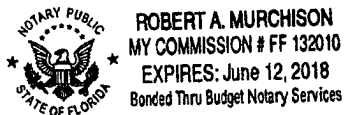
My commission expires:

(SEAL)

Robert Murchison
Signature, Notary Public

ROBERT MURCHISON
Printed Name of Notary

FF 132010
Notary's Commission



**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 The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 7th day of November, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-034C, Package A**
 Project No. P.001983, P.001985 and P.001984
 SMART Program Renovations
 FLCC: \$7,038,373

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7th day of November, 2017, is in full force and effect except to the extent this SECOND Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.


D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The First Amendment; and
 - c) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

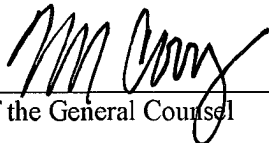
IN WITNESS WHEREOF, the parties hereto have caused this SECOND Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

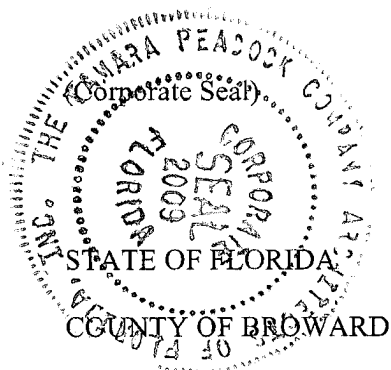
[PROJECT CONSULTANT]

ATTEST

The Tamara Peacock Company Architects of Florida, Inc.

Tamara Peacock
TAMARA PEACOCK, President

Christ Courtney
CRISTIN COURTNEY, Secretary



AR12126 / RA 26002064
Project Consultant's
Registration Number

The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2018 by
TAMARA PEACOCK of THE TAMARA PEACOCK CO. 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:

(SEAL)

Robert Murchison
Signature, Notary Public

ROBERT MURCHISON
Printed Name of Notary

FF 132010
Notary's Commission



ROBERT A. MURCHISON
MY COMMISSION # FF 132010
EXPIRES: June 12, 2018
Bonded Thru Budget Notary Services

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of October, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Eagle Ridge Elementary School
Project No. P.001722
SMART Program Renovations
FLCC: \$1,506,993**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of October, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

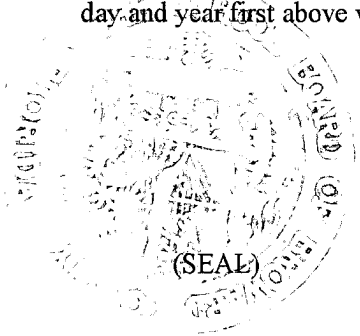
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

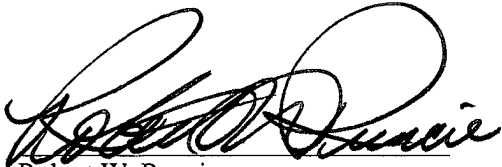
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

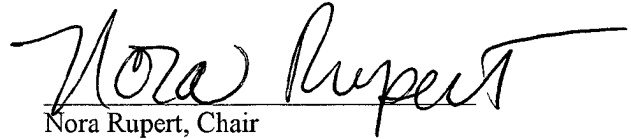
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.



For The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

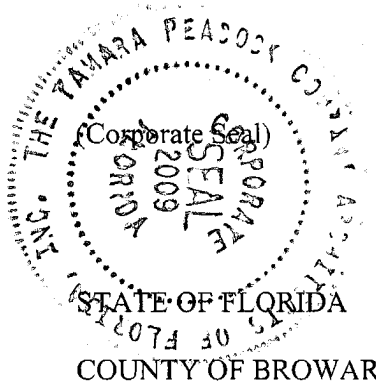
DESIGN PROFESSIONAL

ATTEST

The Tamara Peacock Company
Architects of Florida, Inc.

Tamara Peacock
TAMARA PEACOCK, President

Cristin Courtney
CRISTIN COURTNEY, Secretary



AR12126/AA26002064
Design Professional's
Registration Number

The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2018 by
TAMARA PEACOCK of THE TAMARA PEACOCK COMPANY on behalf of the corporation or agency.

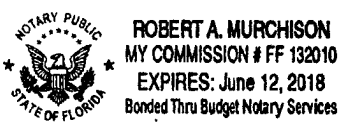
He/she is personally known to me or produced _____ as
Identification and did/did not first take an oath.

My commission expires:

(SEAL)

Robert Murchison
Signature, Notary Public

ROBERT MURCHISON
Printed Name of Notary



FF 132010
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of October, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Miramar Elementary School**
 Project No. P.001727
 SMART Program Renovations
 FLCC: \$2,543,877

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of October, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:
 - A. **ADD** the following new provision:
 - 1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

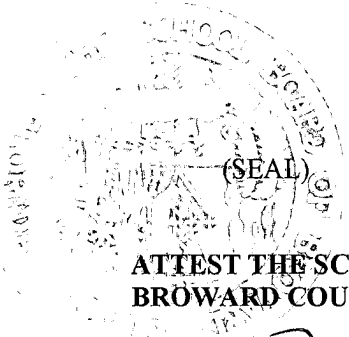
- a) This First Amendment to Agreement;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Robert W. Runcie
Superintendent of Schools

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. Conroy", written over a horizontal line.

Office of the General Counsel

DESIGN PROFESSIONAL

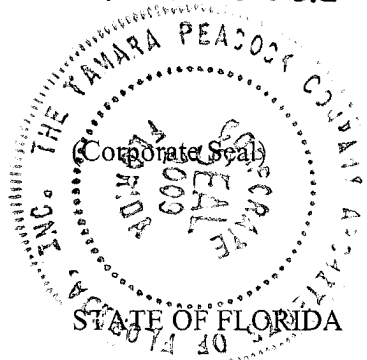
ATTEST

The Tamara Peacock Company
Architects of Florida, Inc.

TAMARA PEACOCK, President

Christ Courtney

CRIMM COURTNEY, Secretary



AR12126 / AA26002064
Design Professional's
Registration Number

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2018 by
TAMARA PEACOCK of THE TAMARA PEACOCK CO. 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:

(SEAL)

Robert Murchison

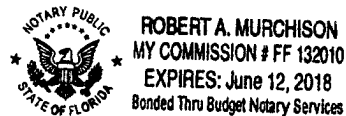
Signature, Notary Public

ROBERT MURCHISON

Printed Name of Notary

FF 132010

Notary's Commission



**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 VIA Design Studio, LLC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 19th day of September, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 18-028C, Package A**
 Project No. P.001970, P.001968 and P.001973
 SMART Program Renovations
 FLCC: \$2,905,983

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 19th day of September, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items**: The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- .6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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:

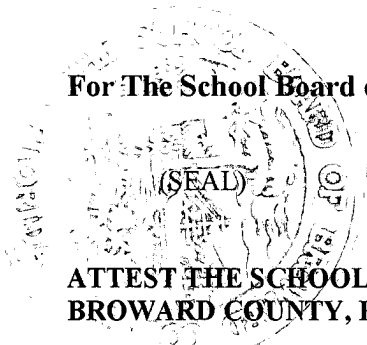
- a) This FIRST Amendment to Agreement; and
- b) The Agreement.

- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

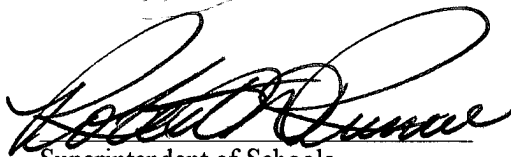
5. **Authority:** Each person signing this FIRST Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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.

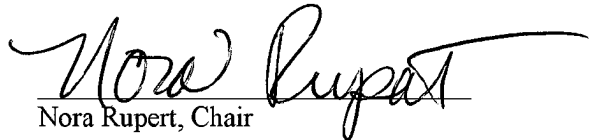
For The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

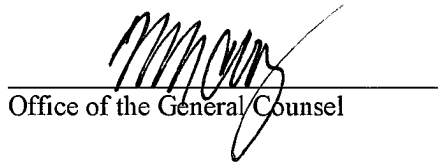


Superintendent of Schools
Robert W. Runcie



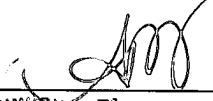
Nora Rupert, Chair

Approved as to Form and Legal Content:

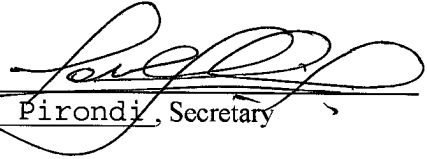

Office of the General Counsel

[PROJECT CONSULTANT]

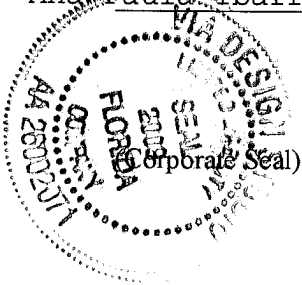
**ATTEST
VIA Design Studio, LLC.**



Ana Paula Ibarra, President



Paulo Pirondi, Secretary



AA 26002071

Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

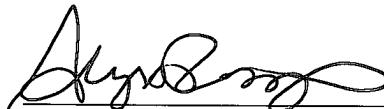
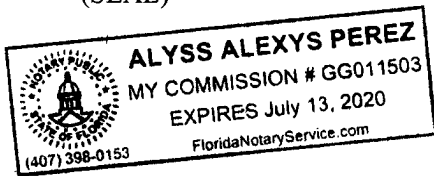
The foregoing instrument was acknowledged before me this 5 day of January, 2018 by
Ana Paula Ibarra
Paulo Pirondi of VIA Design Studio on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did did not first take an oath.

My commission expires: July 13, 2020

(SEAL)



Signature, Notary Public

Alyss Alexys Perez

Printed Name of Notary

GG 011503

Notary's Commission

**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 VIA Design Studio, LLC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 16th day of May, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Forest Glen Middle School**
 Project No. P.001865
 SMART Program Renovations
 FLCC: \$3,475,560

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16th day of May, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- .4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

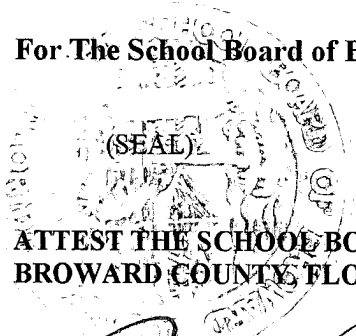
4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

A handwritten signature in black ink, appearing to read "Robert W. Runcie", written over a horizontal line.

Superintendent of Schools
Robert W. Runcie

A handwritten signature in black ink, appearing to read "Nora Rupert", written over a horizontal line.

Nora Rupert, Chair

Approved as to Form and Legal Content:

A handwritten signature in black ink, appearing to read "M. Curney", written over a horizontal line.

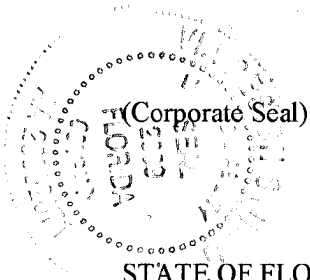
Office of the General Counsel

[PROJECT CONSULTANT]

**ATTEST
VIA Design Studio, LLC.**

[Signature]
Ana Paula Ibarra, President

[Signature]
Paulo Pirondi, Secretary



AA 26002071

Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

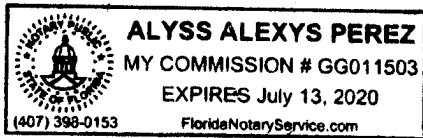
The foregoing instrument was acknowledged before me this 5 day of January, 2018 by
Ana Paula Ibarra
Paulo Pirondi of VIA Design Studio on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did did not first take an oath.

My commission expires: July 13, 2020

(SEAL)



[Signature]
Signature, Notary Public

Alyss Alexys Perez

Printed Name of Notary

GG 011503

Notary's Commission

**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 VIA Design Studio, LLC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 2nd day of May, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Gator Run Elementary School**
 Project No. P.001863
 SMART Program Renovations
 FLCC: \$1,715,130

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 2nd day of May, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:
 - A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

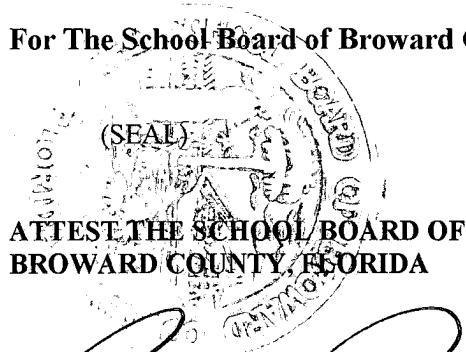
D. ADD Article 4.1.12 as follows:


- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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 The School Board of Broward County, Florida





Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair

Approved as to Form and Legal Content:




Office of the General Counsel

[PROJECT CONSULTANT]

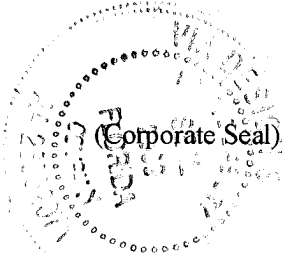
**ATTEST
VIA Design Studio, LLC.**



Ana Paula Ibarra, President



Paulo Pirondi, Secretary



AA 26002071

Project Consultant's
Registration Number

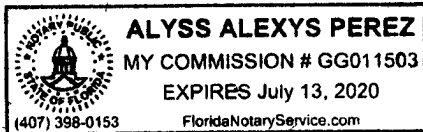
STATE OF FLORIDA
COUNTY OF BROWARD

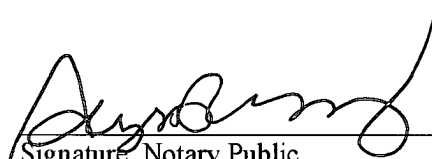
The foregoing instrument was acknowledged before me this 5 day of January, 2018 by
Ana Paula Ibarra
Paulo Pirondi of VIA Design Studio on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as
Identification and did did not first take an oath.

My commission expires: July 13, 2020

(SEAL)





Signature, Notary Public

Alyss Alexys Perez

Printed Name of Notary

GG 011503

Notary's Commission

**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 VIA Design Studio, LLC. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 2nd day of May, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Riverglades Elementary School**
 Project No. P.001866
 SMART Program Renovations
 FLCC: \$1,781,173

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 2nd day of May, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.3.4, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 16;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.3.4 of PSA as follows:

- 4 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

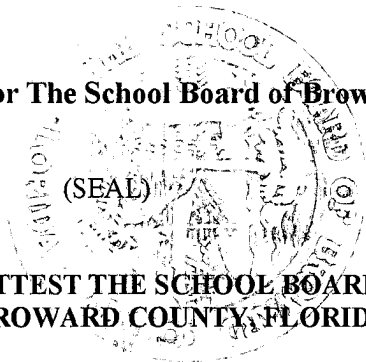
D. ADD Article 4.1.12 as follows:

- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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;
 - b) The Agreement.
- 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

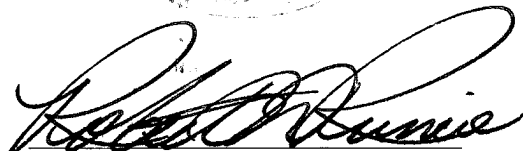
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST Amendment.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**




Superintendent of Schools
Robert W. Runcie



Nora Rupert, Chair


Approved as to Form and Legal Content:



Office of the General Counsel

[PROJECT CONSULTANT]

**ATTEST
VIA Design Studio, LLC.**



Ana Paula Ibarra, President



Paulo Pirondi, Secretary



AA 26002071

Project Consultant's
Registration Number

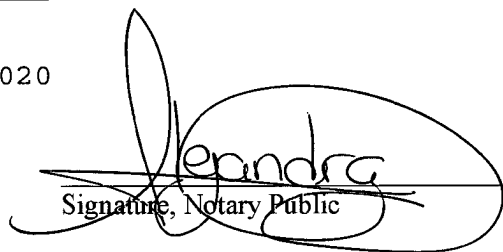
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Ana Paula Ibarra
Paulo Pirondi of VIA Design Studio on behalf of the corporation or agency.

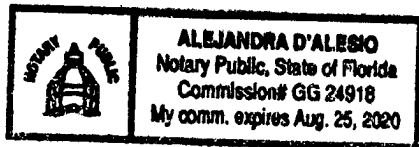
He/she is personally known to me or produced _____ as
Identification and did did not first take an oath.

My commission expires: August 25, 2020

(SEAL)



Signature, Notary Public



Alejandra D'Alesio

Printed Name of Notary

GG 24918

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Williamson Dacar Associates Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Eagle Point Elementary School**
 Project No. P.001746
 SMART Program Renovations
 FLCC: \$3,228,406

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

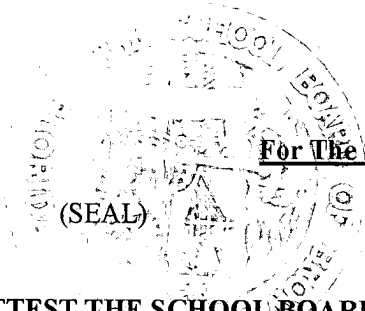
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement; and
- b) The Agreement.

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


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.

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.



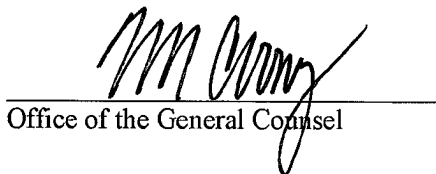
For The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools

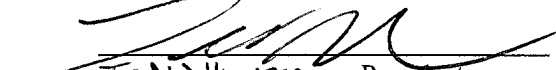

Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[DESIGN PROFESSIONAL]

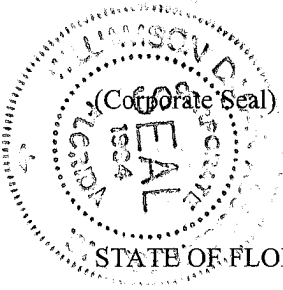
**ATTEST
Williamson Dacar Associates Inc.**



Ted Williamson, President



Secretary



AA0002541
Design Professional's
Registration Number

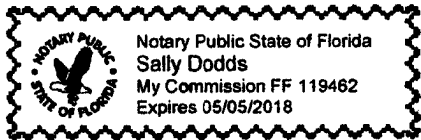
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Ted Williamson of Williamson Dacar Assoc. 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:

(SEAL)





Signature, Notary Public

Sally Dodds

Printed Name of Notary

FF119462

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Williamson Dacar Associates Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 7th day of February, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Pioneer Middle School**
 Project No. P.001793
 SMART Program Renovations
 FLCC: \$5,580,430

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 7th day of February, 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**



Robert W. Runcie
Superintendent of Schools



Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[DESIGN PROFESSIONAL]

ATTEST

Williamson Dacar Associates Inc.

Ted Williamson, President

_____, Secretary



(Corporate Seal)

AA0002541
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

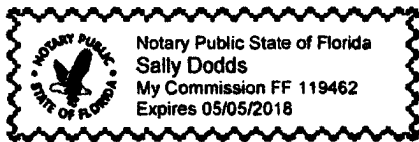
The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Ted Williamson of Williamson Dacar Assoc on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Sally Dodds
Signature, Notary Public

Sally Dodds
Printed Name of Notary

FF119462
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Williamson Dacar Associates Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 18th day of October, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Pompano Beach Elementary School**
 Project No. P.001713
 SMART Program Renovations
 FLCC: \$3,499,003

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 18th day of October, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

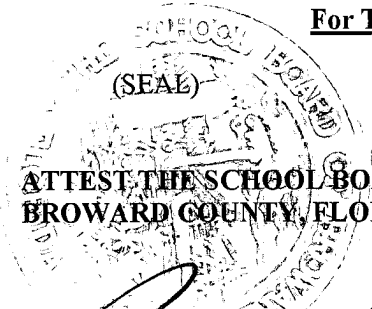
- a) This First Amendment to Agreement; and
- b) The Agreement.

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

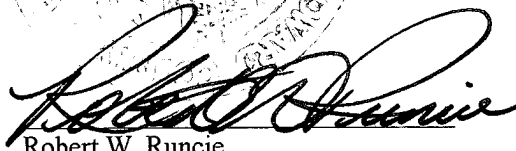
5. **Authority**: Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida



**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie

Superintendent of Schools


Nora Rupert, Chair


Approved as to Form and Legal Content:



Office of the General Counsel

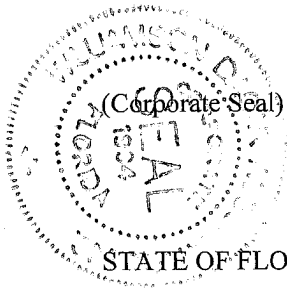
[DESIGN PROFESSIONAL]

ATTEST
Williamson Dacar Associates Inc.



Ted Williamson, President


_____, Secretary



AA0002541
Design Professional's
Registration Number

STATE OF FLORIDA

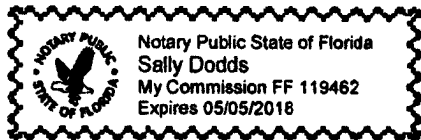
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Ted Williamson of Williamson Dacar Assoc. 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:

(SEAL)





Signature, Notary Public

Sally Dodds

Printed Name of Notary

FF119462

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Williamson Dacar Associates Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 16th day of August, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Quiet Waters Elementary School**
 Project No. P.001754
 SMART Program Renovations
 FLCC: \$3,095,117

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 16th day of August, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

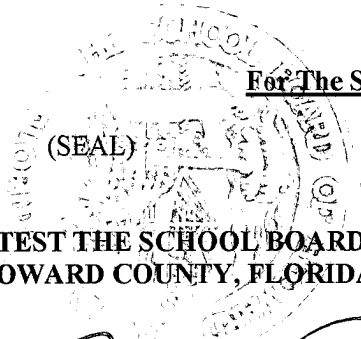
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

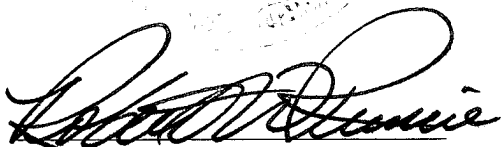
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

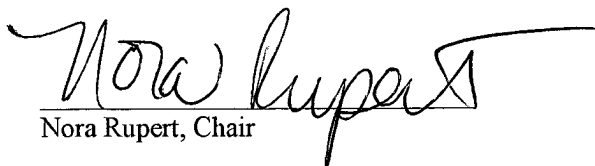
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.




For The School Board of Broward County, Florida

ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

DESIGN PROFESSIONAL

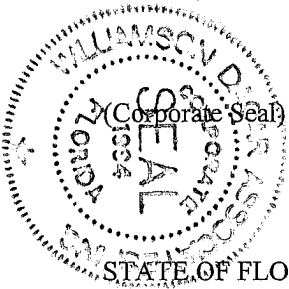
ATTEST

Williamson Dacar Associates Inc.



Ted Williamson, President


_____, Secretary



AA0002541
Design Professional's
Registration Number

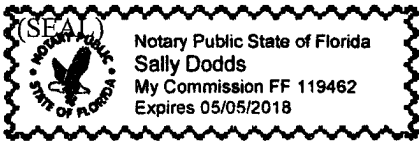
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Ted Williamson of Williamson Dacar Assoc 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, Notary Public

Sally Dodds

Printed Name of Notary

FF119462

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Williamson Dacar Associates Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 16th day of August, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Rickards, James S. Middle School
Project No. P.001743
SMART Program Renovations
FLCC: \$3,511,059**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 16th day of August, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

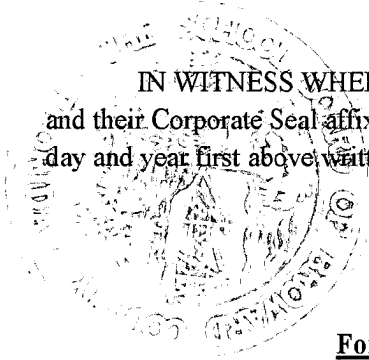
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

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.

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 The School Board of Broward County, Florida

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie
Superintendent of Schools

Nora Rupert, Chair

Approved as to Form and Legal Content:

Office of the General Counsel

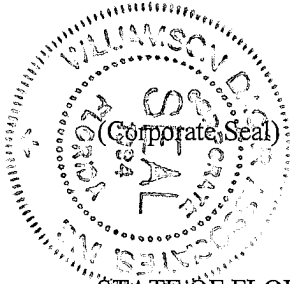
[DESIGN PROFESSIONAL]

ATTEST

Williamson Dacar Associates Inc.

Ted Williamson, President

_____, Secretary



AA0002541
Design Professional's
Registration Number

STATE OF FLORIDA

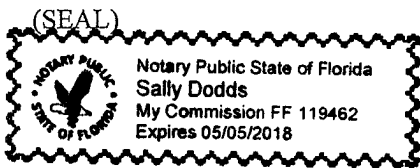
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Ted Williamson of Williamson Dacar Associates 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:



Sally Dodds
Signature, Notary Public

Sally Dodds
Printed Name of Notary

FF119462
Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 Williamson Dacar Associates Inc. (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Sheridan Hills Elementary School**
 Project No. P.001636
 SMART Program Renovations
 FLCC: \$2,204,803

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:
 - A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

3. **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:

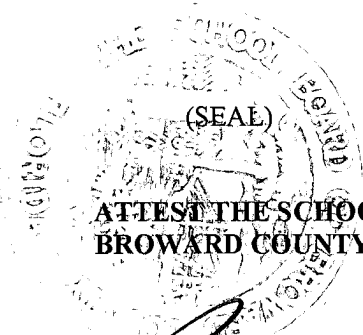
- a) This First Amendment to Agreement; and
- b) The Agreement.

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

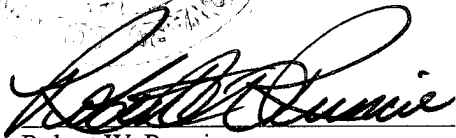
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

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 The School Board of Broward County, Florida

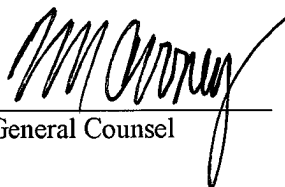


**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools

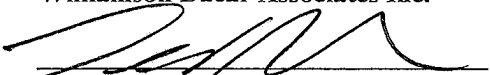

Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

[DESIGN PROFESSIONAL]

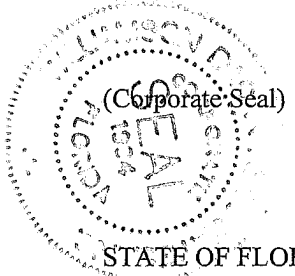
ATTEST
Williamson Dacar Associates Inc.



Ted Williamson, President



_____, Secretary



AA0002541
Design Professional's
Registration Number

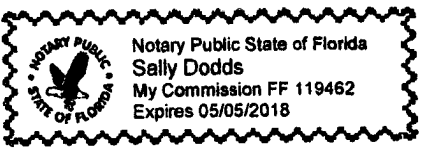
STATE OF FLORIDA
COUNTY OF BROWARD

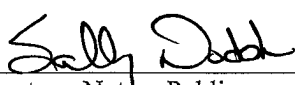
The foregoing instrument was acknowledged before me this 8 day of January, 2018 by
Ted Williamson of Williamson Dacar Assoc on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as
Identification and did/did not first take an oath.

My commission expires:

(SEAL)





Signature, Notary Public

Sally Dodds

Printed Name of Notary

FF119462

Notary's Commission

**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 "WOLFBERG/ALVAREZ AND PARTNERS, INC." (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 25th day of July, 2017, is entered into this 20th day of March, 2018 by and between the Owner and the Project Consultant.

For the project known as: **RFQ# 17-166C, Package B**
 Project No. P.001898, P.001897 and P.001899
 SMART Program Renovations
 FLCC: \$5,905,839

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 25th day of July, 2017, is in full force and effect except to the extent this FIRST Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 2.1.11, revise article 2.4.4.6, replace article 2.5.9 in its entirety and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Project Consultant has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

A. ADD the following new provision:

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

2.1.11.1 Not identified in the original Project Scope as set forth in Attachment 2;

- 2.1.11.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 2.1.11.3 Not required by Code in relation to the original Project Scope or SVR

B. REVISE Article 2.4.4.6 of PSA as follows:

- 6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

C. REPLACE Article 2.5.9 in its entirety as follows:

Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

D. ADD Article 4.1.12 as follows:

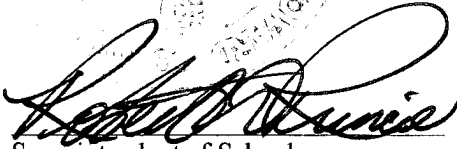
- 4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.
- 3. **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; and
 - b) The Agreement.
 - 4. **Other Provisions Remain in Force.** Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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.

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.

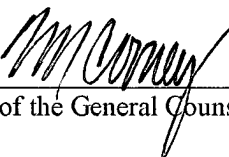
For The School Board of Broward County, Florida

(SEAL)
ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA


Superintendent of Schools
Robert W. Runcie

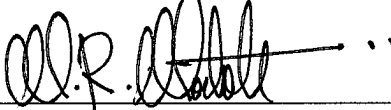

Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[PROJECT CONSULTANT]

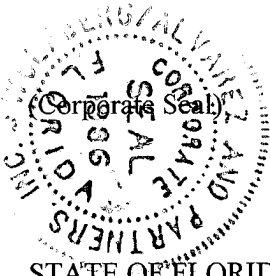
**ATTEST
WOLFBERG/ALVAREZ AND PARTNERS, INC.**



Marcel R. Morlote, President



Katrina L. Alvarez Ruiz, Secretary



Project Consultant's
Registration Number

STATE OF FLORIDA

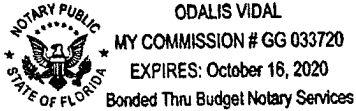
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of February, 2018 by
Marcel R. Morlote of Wolfberg Alvarez & Partners on behalf of the corporation or agency.

He/she is personally known to me or produced _____ known _____ as
Identification and did/did not first take an oath.

My commission expires: Oct 16, 2020

(SEAL)





Signature, Notary Public

Odalis Vidal

Printed Name of Notary

GG 033720

Notary's Commission

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 "Wolfberg/Alvarez and Partners, Inc." (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Deerfield Beach Senior High School
Project No. P.001694
SMART Program Renovations
FLCC: \$5,900,542**

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 21st day of June, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

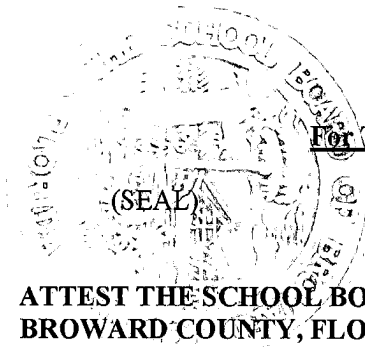
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This First Amendment to Agreement;and
- b) The Agreement.

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

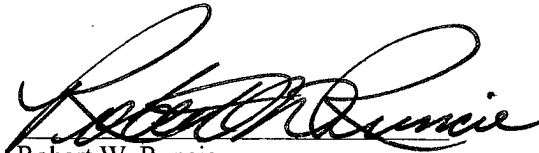
5. **Authority:** Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this First Amendment.

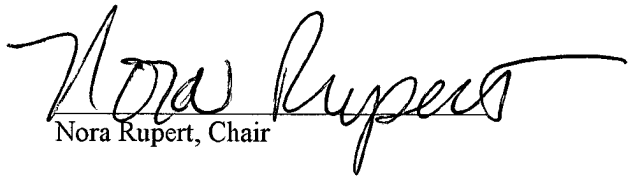
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.



For The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

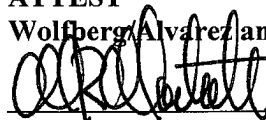
Approved as to Form and Legal Content:


Office of the General Counsel

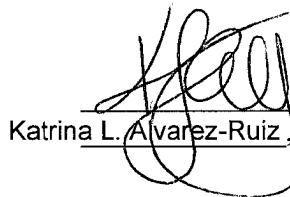
[DESIGN PROFESSIONAL]

ATTEST

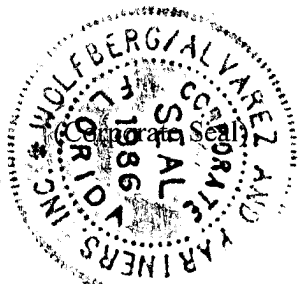
Wolfberg Alvarez and Partners, Inc.



Marcel R. Morlote, President



Katrina L. Alvarez-Ruiz, Secretary



Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of January, 2018 by
Marcel R. Morlote of Wolfberg Alvarez and Partners on behalf of the corporation or agency.

He/she is personally known to me or produced Known as

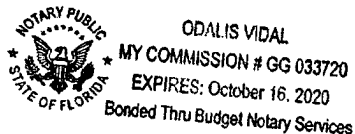
Identification and did/did not first take an oath.

My commission expires: October 16, 2020

(SEAL)



Signature, Notary Public



Odalis Vidal

Printed Name of Notary

GG 033720

Notary's Commission

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN
PROFESSIONAL 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 "Wolfberg/ Alvarez and Partners, Inc." (hereinafter referred to as "**Design Professional**") for architectural/ engineering services dated the 26th day of July, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Piper Senior High School**
 Project No. P.001744
 SMART Program Renovations
 FLCC: \$10,156,876

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 26st day of July, 2016, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

A. **ADD** the following new provision:

1.3.2.12 **Removal of Unapproved Items**: The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

- 1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
- 1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the “SVR”); or
- 1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the “FLCC”) established by Owner. If the Design Professional can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

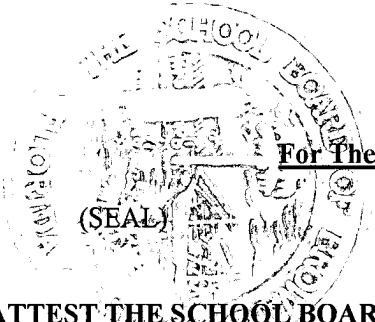
Under Article 12.9.3 above, if exercised by Owner, the Design Professional shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional shall be required to use Owner’s Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

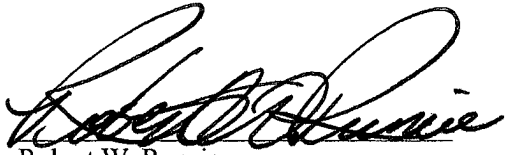
- 3. **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This Second Amendment to Agreement;
 - b) The First Amendment; and
 - c) The Agreement.
- 4. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.
- 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 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.



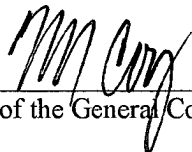
For The School Board of Broward County, Florida

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Robert W. Runcie
Superintendent of Schools


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

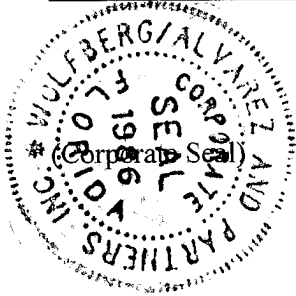
[DESIGN PROFESSIONAL]

ATTEST

Wolfberg/Alvarez and Partners, Inc.

Marcel R. Morlote
Marcel R. Morlote, President

Katrina L. Alvarez-Ruiz
Katrina L. Alvarez-Ruiz, Secretary



Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 0th day of January, 2018 by
Marcel R. Morlote of Wolfberg Alvarez and Partners on behalf of the corporation or agency.

He/she is personally known to me or produced Known as

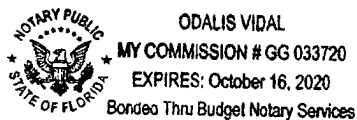
Identification and did/did not first take an oath.

My commission expires: October 16, 2020

(SEAL)

Odalis Vidal
Signature, Notary Public

Odalis Vidal
Printed Name of Notary



GG 033720
Notary's Commission