

**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 D.L. FIELDS CONSULTANTS, LLC d/b/a DLFC Architects (DLFC) (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 20<sup>th</sup> day of March, 2018, is entered into this 24<sup>th</sup> day of April, 2018 by and between the Owner and the Project Consultant.

For the project known as:       **RFQ# 18-130C, Package A  
Project No. P.002091, P.002086 and P.002080  
SMART Program Renovations  
FLCC: \$5,834,205**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 20<sup>th</sup> day of March, 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**

**D.L. FIELDS CONSULTANTS, LLC d/b/a DLFC Architects (DLFC)**

  
Debora Fields, Manager

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

(Corporate Seal)



AA26003237

Project Consultant's  
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of March, 2018 by

Debora L. Fields of DLFC Architects on behalf of the corporation or agency.

He/she is personally known to me or produced driver license as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)

  
\_\_\_\_\_  
Signature, Notary Public



Luciana Crosa  
Commission # GG120724  
Expires: July 2, 2021  
Bonded thru Aaron Notary

LUCIANA CROSA  
\_\_\_\_\_  
Printed Name of Notary

#GG120724 Exp.: July 2nd, 2021  
\_\_\_\_\_  
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 DELTA G - CONSULTING ENGINEERS, INC. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 6<sup>th</sup> day of March, 2018, is entered into this 24<sup>th</sup> day of April, 2018 by and between the Owner and the Project Consultant.

For the project known as:       **RFQ# 18-093C, Package B**  
  **Project No. P.002041 and P.002047**  
  **SMART Program Renovations**  
  **FLCC: \$5,164,122**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 6<sup>th</sup> day of March, 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  
DELTA G - CONSULTING ENGINEERS, INC.

George Sanjuan, President



STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2018 by George Sanjuan of Delta G Consulting behalf of the corporation or agency.

He/she is personally known to me or produced n/a as

Identification and did/did not first take an oath.

My commission expires:

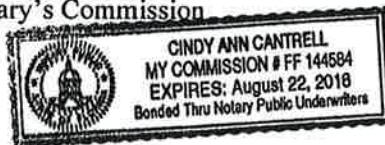
(SEAL)



Cindy Cantrell  
Signature, Notary Public

Cindy Cantrell  
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 RGD & ASSOCIATES, INC., d/b/a RGD Consulting Engineers (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 6<sup>th</sup> day of March, 2018, is entered into this 24<sup>th</sup> day of April, 2018 by and between the Owner and the Project Consultant.

For the project known as:       **RFQ# 18-107C, Package A**  
  **Project No. P.002061 and P.002064**  
  **SMART Program Renovations**  
  **FLCC: \$2,845,903**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 6<sup>th</sup> day of March, 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**

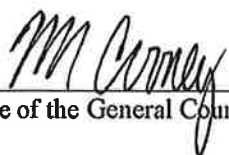
(SEAL)

**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**

**RGD & ASSOCIATES, INC., d/b/a RGD Consulting Engineers**

  
\_\_\_\_\_  
Nate Davenport, COO

  
\_\_\_\_\_  
Secretary



CAS454  
\_\_\_\_\_  
Project Consultant's  
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of March, 2016 by  
Nate Davenport of RGD & Associates, Inc. on behalf of the corporation or agency.

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

My commission expires:

(SEAL)



**Jaclyn Tranchina**  
COMMISSION # FF123345  
EXPIRES: May 14, 2018  
WWW.AARONNOTARY.COM

  
\_\_\_\_\_  
Signature, Notary Public

Jaclyn Tranchina  
\_\_\_\_\_  
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 RGD & ASSOCIATES, INC., d/b/a RGD Consulting Engineers (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 6<sup>th</sup> day of March, 2018, is entered into this 24<sup>th</sup> day of April, 2018 by and between the Owner and the Project Consultant.

For the project known as:       **RFQ# 18-108C, Package B**  
  **Project No. P.002059**  
  **SMART Program Renovations**  
  **FLCC: \$3,259,528**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 6<sup>th</sup> day of March, 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.
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- 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

RGD & ASSOCIATES, INC., d/b/a RGD Consulting Engineers

  
Nate Davenport, COO

  
Secretary



CA5454  
Project Consultant's  
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of March, 2010 by Nate Davenport of RGD + Associates, Inc on behalf of the corporation or agency.

He/she is personally known to me or produced \_\_\_\_\_ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)



**Jacklyn Tranchina**  
COMMISSION # FF123345  
EXPIRES: May 14, 2018  
WWW.AARONNOTARY.COM

  
Signature, Notary Public

Jacklyn Tranchina  
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 RGD & ASSOCIATES, INC., d/b/a RGD Consulting Engineers (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 6<sup>th</sup> day of March, 2018, is entered into this 24<sup>th</sup> day of April, 2018 by and between the Owner and the Project Consultant.

For the project known as:       **RFQ# 18-130C, Package B**  
  **Project No. P.002084 and P.002090**  
  **SMART Program Renovations**  
  **FLCC: \$5,630,828**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 6<sup>th</sup> day of March, 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

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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:

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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.
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  - b) The Agreement.
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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**

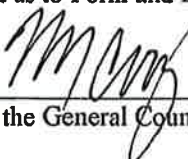
(SEAL)

**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

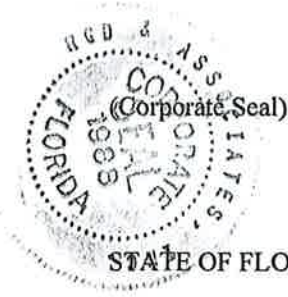
for PROJECT CONSULTANT

ATTEST

RGD & ASSOCIATES, INC., d/b/a RGD Consulting Engineers

Nate Davenport  
Nate Davenport, COO

Mary E. Davenport  
Secretary



CA 5454  
Project Consultant's  
Registration Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of March, 2018 by  
Nate Davenport of RGD & Associates Inc. on behalf of the corporation or agency.

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

My commission expires:

(SEAL)



Jaclyn Tranchina  
Signature, Notary Public

Jaclyn Tranchina  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission