



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-04-24 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	J. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:
J-3.

TITLE:
Amendment to Professional Services Agreements - Versions 3 and 4 - Multiple Design Professionals - Multiple Projects - SMART Program Renovations

REQUESTED ACTION:
Approve the Amendment to the Professional Services Agreements Versions 3 and 4, Multiple Design Professionals, Multiple Projects, SMART Program Renovations.

SUMMARY EXPLANATION AND BACKGROUND:
Amend Professional Services Agreements: See 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 V3 and PSA V4 (3) Amendments

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, CBRE 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
4/11/2018 3:35:17 PM

Approved In Open Board Meeting On: **APR 24 2018**
By: *Nora Rupert*
School Board Chair

EXHIBIT 1

EXECUTIVE SUMMARY

Amendment to Professional Services Agreements Multiple Design and Engineering Consultants SMART Program Renovations

PROJECT OVERVIEW:

Type of Contract:	Professional Services Agreements
Project Consultant:	Multiple Design and Engineering Consultants
Notice to Proceed Date:	N/A
Budget:	See Below

GENERAL OVERVIEW:

This Agenda item is similar to Agenda item JJ-3 approved by the Board at the March 20, 2018 Regular School Board Meeting. The following three (3) firms were not able to return the Amendments in time to be included with the prior agenda item.

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
D. L. Fields Consultants, LLC d/b/a/ DLFC Architects (DLFC)	0	0	1	0	1
Delta G. Consulting Engineers, Inc.	0	0	0	1	1
RGD & Associates, Inc.	0	0	0	3	3
TOTAL	0	0	1	4	5

The purpose of the Amendments 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 above attached table 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.

EXHIBIT 2

The following pages (8, 19, 22, and 29) apply to PSAs Version 3 (V3) dated March 1, 2017, and PSAs Version 4 (V4) dated 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

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

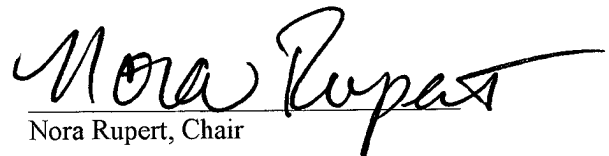
IN WITNESS WHEREOF, the parties hereto have caused this FIRST Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

For The School Board of Broward County, Florida

(SEAL)

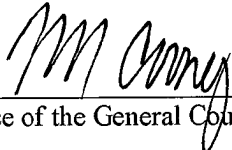
**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

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 Croso
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 6th day of March, 2018, is entered into this 24th 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 6th 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

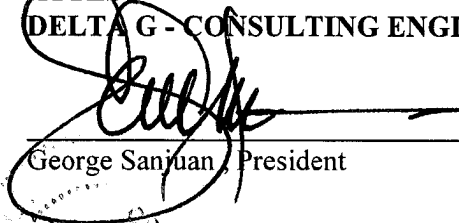
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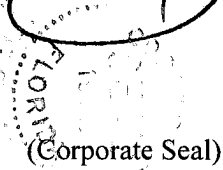


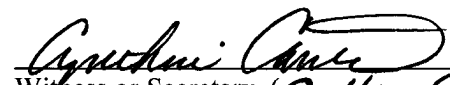
Office of the General Counsel

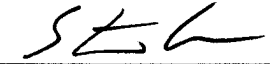
for PROJECT CONSULTANT

ATTEST
DELTA G - CONSULTING ENGINEERS, INC.



George Sanjuan, President

(Corporate Seal)



Witness or Secretary, (Cynthia Cantrell)


Witness, (STEVE ROBITAILLE)

(46100) (PE)
Project Consultant's Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th 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)



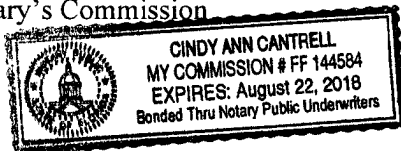


Signature, Notary Public

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 6th day of March, 2018, is entered into this 24th 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 6th 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

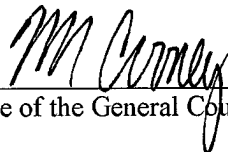
(SEAL)

**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

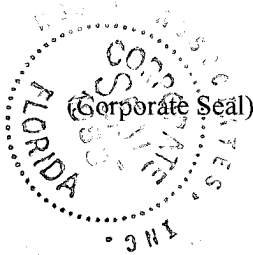
for PROJECT CONSULTANT

ATTEST

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

Nate Davenport
Nate Davenport, COO

Mary E. Davenport
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)

Jaclyn Tranchina
Signature, Notary Public

Jaclyn Tranchina
Printed Name of Notary



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

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 6th day of March, 2018, is entered into this 24th 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 6th 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.

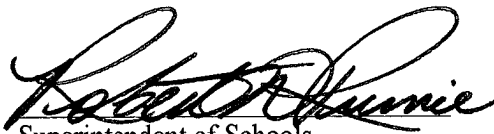
5. **Authority:** Each person signing this FIRST Amendment on behalf of either party warrants that he or she has full legal power to execute this FIRST Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this FIRST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

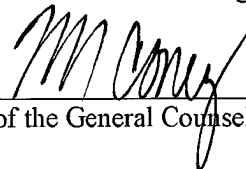
(SEAL)

**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

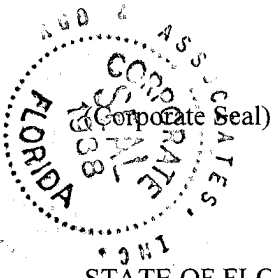
for PROJECT CONSULTANT

ATTEST

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

Nate Davenport
Nate Davenport, COO

Mary E Davenport
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, 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
COMMISSION # FF123345
EXPIRES: May 14, 2018
WWW.AARONNOTARY.COM

Jaclyn Tranchina
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 6th day of March, 2018, is entered into this 24th 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 6th 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,

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For The School Board of Broward County, Florida

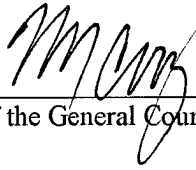
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**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**


Superintendent of Schools
Robert W. Runcie


Nora Rupert, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

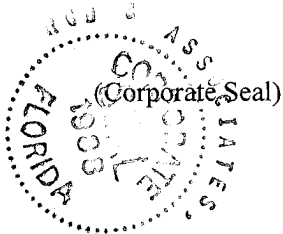
for PROJECT CONSULTANT

ATTEST

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

Nate Davenport
Nate Davenport, COO

Mary E. Davenport
Secretary



CA5454
Project Consultant's
Registration Number

STATE OF FLORIDA
COUNTY OF BROWARD

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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