

**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 Carty Architecture, LLC (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 26th day of September, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Robert C. Markham Elementary School
Project No. P.001920
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 26th day of September, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

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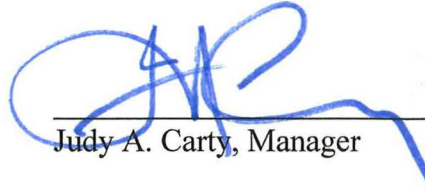
FOR PROJECT CONSULTANT

(Corporate Seal)

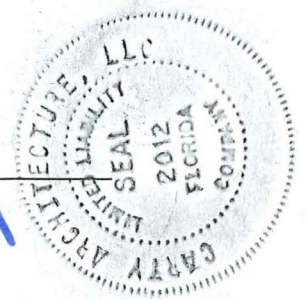
ATTEST:

_____, Secretary


Carty Architecture, LLC



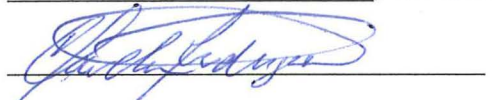
Judy A. Carty, Manager



-or-



Lourdes S. Arais, Witness



CLAUDIA RODRIGUEZ, Witness

Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of JUNE, 2019 by Judy A. Carty of **Carty Architecture, 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:

(SEAL)



CARIDAD BLANCO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG291204
Expires 2/26/2023



Signature, Notary Public

CARIDAD BLANCO

Printed Name of Notary

**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 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Larkdale Elementary School &
Panther Run Elementary School
Project No. P.002073 & P.002069
SMART Program Renovations**

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; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant

and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537,

eBuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida


(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR PROJECT CONSULTANT

CES Engineering Services, LLC

(Corporate Seal)

ATTEST:

Delbert B. Smith, Jr. , Secretary

Douglas S. Lajoie, Manager

-or-

_____, Witness

_____, Witness

30772

Project Consultant's
Registration Number

STATE OF CONNECTICUT)
)
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 7 day of June, 2019 by Douglas S. Lajoie of **CES Engineering 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

**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 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Bennett Elementary School, Sunshine Elementary School,
Castle Hill Annex & Cross Creek Elementary School
Project No. P.002085, P.002079, P.002092 & P.002081
SMART Program Renovations**

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; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant

and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537,

eBuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

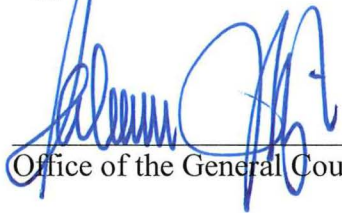
(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR PROJECT CONSULTANT

**D.L. Fields Consultants, LLC d/b/a
DLFC Architects (DLFC)**

ATTEST:

Debora L. Fields, Manager

_____, Secretary

-or-

Victoria Rein, Witness

Farah Douyon, Witness

AR 97423

Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9 day of July, 2019 by Debora L. Fields of **D.L. Fields Consultants, LLC d/b/a DLFC Architects (DLFC)** 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)



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

Signature, Notary Public

LUCIANA CROSA

Printed Name of Notary

**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 M.C. Harry and Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 7th day of November, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Miramar High School**
 Project No. P.002003
 SMART Program Renovations

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 as revised by the First Amendment dated August 21, 2018; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; and
 - 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 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

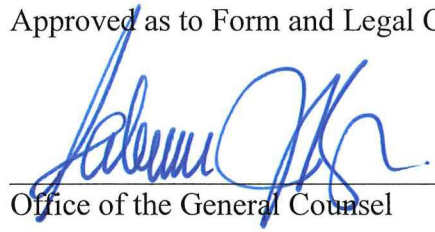
(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



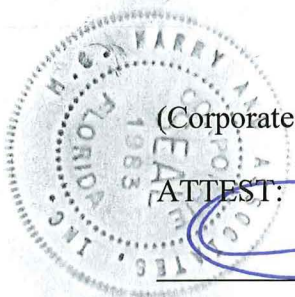
Office of the General Counsel

[Remainder of page intentionally left blank]

REC'D JUN 11 10:25 AM
SECRETARY OF STATE

FOR PROJECT CONSULTANT

(Corporate Seal)



ATTEST:

[Signature]
Craig Aquart, Secretary

M.C. Harry and Associates, Inc.

[Signature]
Lourdes Solera, President

-or-

_____, Witness

_____, Witness

AR 14445
Project Consultant's
Registration Number

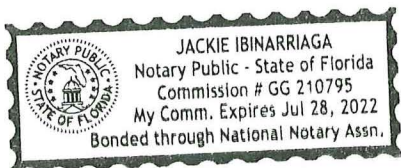
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9 day of June, 2019 by Lourdes Solera of **M.C. Harry and Associates, Inc.** on behalf of the corporation or agency.

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

My commission expires:

(SEAL)



[Signature]
Signature, Notary Public
Jackie Ibinarraga
Printed Name of Notary

**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 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Gulfstream Academy of Hallandale Beach K-8, Harbordale Elementary School & Watkins Elementary School
Project No. P.002072, P.002068 & P.002071
SMART Program Renovations**

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; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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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2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant

and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

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This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537,

eBuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT



(Corporate Seal)

RGD & Associates, Inc. d/b/a RGD Consulting Engineers

Nathaniel A. Davenport, COO

_____, Secretary

-or-

TIFFANY WEMAZ, Witness

JAY PATHURI, Witness

5954
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of June, 2019 by Nathaniel A. Davenport of **RGD & Associates, Inc. d/b/a RGD Consulting 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)



Jaclyn Brown
COMMISSION # GG 216508
EXPIRES: May 14, 2022
BONDED THRU AARON NOTARY

Signature, Notary Public

Printed Name of Notary

**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 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Meadowbrook Elementary School, Whispering Pines Education Center, Parkside Elementary School & Coconut Palm Elementary School
Project No. P.002083, P.002089, P.002082 & P.002088
SMART Program Renovations**

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; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but

not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT




RGD & Associates, Inc. d/b/a RGD Consulting Engineers




Nathaniel A. Davenport, COO

_____, Secretary

-or-


TIFFANY WEIMAR, Witness



JAY PATHURI, Witness

5454

Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of June, 2019 by Nathaniel A. Davenport of **RGD & Associates, Inc. d/b/a RGD Consulting 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)



Jaclyn Brown
COMMISSION # GG 216506
EXPIRES: May 14, 2022
BONDED THRU AARON NOTARY



Signature, Notary Public



Printed Name of Notary

**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 19th day of December, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Coral Springs Middle School**
 Project No. P.001979
 SMART Program Renovations

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; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR PROJECT CONSULTANT

Rodriguez Architects, Inc.

[Handwritten Signature]

Lourdes Rodriguez, President

_____, Secretary

-or-
[Handwritten Signature]

FEDERICO L. CASTILLO, Witness

[Handwritten Signature]

Guadalupe Valle, Witness

11620
Project Consultant's
Registration Number

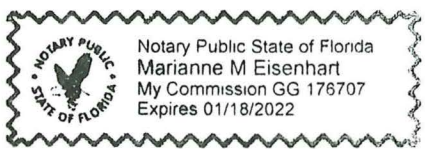
STATE OF FLORIDA)
 MIAMI)
COUNTY OF ~~BROWARD~~)
 DADE

The foregoing instrument was acknowledged before me this 14 day of JUNE, 2019
by Lourdes 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)



[Handwritten Signature]

Signature, Notary Public

MARIANNE M. EISENHART

Printed Name of Notary

**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 7th day of November, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **McArthur High School**
 Project No. P.001954
 SMART Program Renovations

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; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

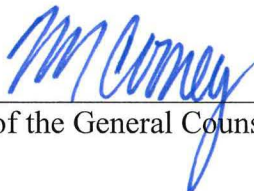
(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]



FOR PROJECT CONSULTANT

Rodriguez Architects, Inc.

[Handwritten Signature]

Lourdes Rodriguez, President

_____, Secretary

-or-

[Handwritten Signature]

Christiane Valle, Witness

[Handwritten Signature]

FEDERICO L. CASTILLO, Witness

11630

Project Consultant's
Registration Number

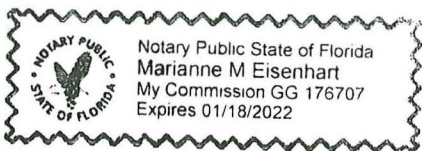
STATE OF FLORIDA)
)
COUNTY OF MIAMI)
)
 DADE

The foregoing instrument was acknowledged before me this 14 day of JUNE, 2019 by Lourdes 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)



[Handwritten Signature]

Signature, Notary Public

MARIANNE M. EISENHART
Printed Name of Notary

**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 18th day of April, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Charles W. Flanagan High School**
 Project No. P.001847
 SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of April, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

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This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:



Song & Associates, Inc.

[Handwritten signature]

Young-Sook P. Song, President

_____, Secretary

[Handwritten signature]

JORGE LACES, Witness

[Handwritten signature]

ROBERT CASTROVINCI, Witness

AR0013670
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of June, 2019 by Young-Sook P. Song of **Song & 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)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary

[Handwritten signature]

Signature, Notary Public

Perry Douglass

Printed Name of Notary

**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 26th day of September, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **J.P. Taravella High School**
 Project No. P.001942
 SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 26th day of September, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

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2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

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2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT



ATTEST:

Song & Associates, Inc.

[Signature]
Young-Sook P. Song, President

_____, Secretary

[Signature]

JORGE F. LACES, Witness

[Signature]

ROBERT CASTROVINCI, Witness

AR 0013670
Project Consultant's
Registration Number


STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of June, 2019 by Young-Sook P. Song of Song & 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)

 Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary

[Signature]

Signature, Notary Public
Perry Douglass

Printed Name of Notary

**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 26th day of September, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Plantation High School**
 Project No. P.001916
 SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 26th day of September, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT



Song & Associates, Inc.

[Signature]
Young-Sook P. Song, President

_____, Secretary

-or-
[Signature]

JORGE LUCAS, Witness

[Signature]

ROBERT CASTROVINCI, Witness

AE 0013670
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of June, 2019 by Young-Sook P. Song of **Song & 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)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary

[Signature]
Signature, Notary Public
Perry Douglass
Printed Name of Notary

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

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

This Third Amendment to the Professional Services Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and Zyscovich, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 7th day of February, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Cypress Bay High School**
 Project No. P.001774
 SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7th day of February, 2017, is in full force and effect as revised by the First Amendment dated January 17, 2018 and the Second Amendment dated February 20, 2019; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant

and CM; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which much occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537,

eBuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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 Third Amendment; and
 - b) The Second Amendment; and
 - c) The First Amendment; and
 - d) 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 Third Amendment on behalf of either party warrants that he or she has full legal power to execute this Third 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 Third Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Third 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

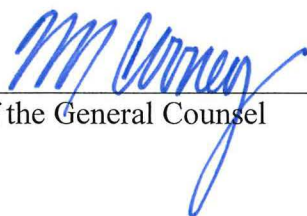
(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT



(Corporate Seal)

ATTEST:

Mario Suarez

[Signature], Secretary

-or-

Debra Vanzant

[Signature], Witness

Adriana Santana

[Signature], Witness

Zyscovich, Inc.

[Signature]
Jose Murguido, Vice President

AR0010670

Project Consultant's
Registration Number

STATE OF FLORIDA)

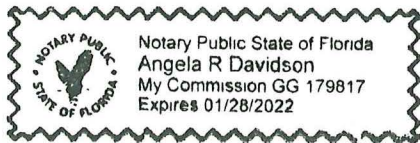
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 6 day of June, 2019 by Jose Murguido of Zyscovich, 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: 01/28/2022

(SEAL)



[Signature]
Signature, Notary Public

Angela R. Davidson

Printed Name of Notary

**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 Zyscovich, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 16th day of May, 2017, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Falcon Cove Middle School**
 Project No. P.001902
 SMART Program Renovations

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 as revised by the First Amendment dated July 24, 2018; and

WHEREAS, it has been determined that it is in the best interest of the Owner to require the Project Consultant to use the Owner's e-Builder Project Management software on the above-referenced project; and

WHEREAS, the Project Consultant has agreed to revise the Agreement to incorporate the required use of e-Builder.

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. **ADD** the following to Article 2 - Project Consultant Services and Responsibilities:

2.1.12 e-Builder. The Project Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and CM; pay applications/invoicing; requests for change orders and change orders;

material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Project Consultant to permit access and use of e-Builder for all projects awarded by Owner. Such license(s) shall be valid throughout the duration of the project(s). See Article 3.1.2.5 below for license request instructions.

2.1.12.1 Forms Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.

2.1.12.2 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.2 above.

2.1.12.3 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design), weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

2.1.12.4 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

2.1.12.5 Access to e-Builder and Licensing. Project Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employee(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, eBuilderLicense@browardschools.com. Upon receipt, review and

acceptance of the request, access information and logins shall be provided to Project Consultant.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

3. 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; and
 - 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 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.

[Remainder of page intentionally left blank]

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

Mario Suarez

[Signature], Secretary

-or-

Debra Vanzant

[Signature], Witness

Adriana Santana

[Signature], Witness

Zyscovich, Inc.

[Signature]
Jose Murguido, Vice President

AR0010670

Project Consultant's
Registration Number

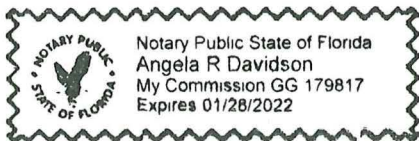
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 6 day of June, 2019
by Jose Murguido of Zyscovich, 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: 01/28/2022

(SEAL)



[Signature]
Signature, Notary Public

Angela R. Davidson
Printed Name of Notary