

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

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

This Second Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and LIVS Associates, LLC (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 18th day of April, 2017, is entered into this 19th day of May, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Driftwood Middle School
Project No. P.001837
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 as revised by the First Amendment dated March 20, 2018 and this Second Amendment; and

WHEREAS, the Letter of Recommendation for Permit ("LOR") for this Project was issued on August 7, 2019, the solicitation seeking bids was advertised on December 16, 2019, the Bid Opening was February 19, 2020, and the Board approval of the Construction Agreement was on April 21, 2020; and

WHEREAS, after receipt of the LOR but prior to Bid Opening, the Owner and Project Consultant undertook a value engineering analysis by which it was determined that various scope of work items could be reused in an effort to minimize construction costs; and

WHEREAS, the value engineering analysis revealed that replacement of all windows in Buildings 2, 3, 86, 87 and 88 was unnecessary, and that resealing in lieu of replacing the windows could result in an estimated cost savings in the amount of \$285,000; and

WHEREAS, the value engineering analysis revealed that replacement of a portion of the existing covered walkway was unnecessary, and that resealing penetrations and flashing, removal of conduit and lighting work associated with walkway replacement in replacing portions of the walkway could result in an estimated cost savings in the amount of \$525,000; and

WHEREAS, the value engineering analysis revealed that the roof decks on Buildings 8 and 10 should be repaired instead of replaced, resulting in an estimated reduction to the construction cost of the Project in the amount of approximately \$196,000; and

WHEREAS, the scope of work identified in the Agreement included the provision of all furniture, fixtures and equipment, ("FF&E") for the Media Center by the Contractor; and

WHEREAS, the value engineering analysis revealed that the District should directly purchase and install all FF&E to reduce the estimated construction cost of the Project in the amount of approximately \$230,000; and

WHEREAS, the scope of work identified in the Agreement included replacement of the chiller at Building 12 by the Contractor; and

WHEREAS, considering the urgent need for this new chiller at Building 12 it was determined that such work should be removed from the scope of work and performed instead by PPO, resulting in an estimated reduction to the construction cost of the Project in the amount of approximately \$229,000; and

WHEREAS, prior to the Bid Opening, the Project Consultant issued an addendum which identified all changes to the scope of work as set forth herein above; and

WHEREAS, after receipt of bids, it was determined that the changes in the scope of work as identified in the addendum resulted in a bid price which was 24% below the Atkins construction cost estimate; and

WHEREAS, Board Approval of the Construction Agreement is scheduled for May 19, 2020; and

WHEREAS, the aforementioned scope of work revisions resulted in negotiated fee increases in the amount of \$3,162.33 for window scope, \$4,451.10 for covered walkway scope, \$4,416.22 for roof deck scope, \$2,970.46 for chiller scope and \$2,846.89 for media scope.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Project Consultant to the Owner, the parties agree as follows:

1. The recitals contained herein are true and correct and are incorporated herein by reference.
2. **Revised Terms.** The Project Consultant shall perform all the duties associated with the revisions to contract documents for inspections, record drawings and addendums to bidding documents resulting in a net increase to the Project's Consultant's Basic Fees in the amount of \$17,847.00 as set forth below:

[Remainder of page intentionally left blank]

	Original Amount	First Amendment Revisions	Description	Second Amendment Amount	Revised Amount
Basic Fees	\$324,000	\$0	Increase for Re-scope window	\$3,162.33	\$341,847
			Increase for Existing Covered Walkway	\$4,451.10	
			Increase for Roof Deck	\$4,416.22	
			Increase for Chiller	\$2,970.46	
			Increase for Furniture Media Center	\$2,846.89	
Allowances	\$30,500	\$0	N/A	\$0	\$30,500
Total	\$354,500	\$0	N/A	\$17,847.00	\$372,347

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.
4. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This Second Amendment to Agreement; then
 - b) the First Amendment to Agreement; then
 - c) the Agreement.
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.

[Remainder of page intentionally left blank]

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

FOR OWNER

(SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

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FOR PROJECT CONSULTANT

(Corporate Seal)

LIVS Associates, LLC

ATTEST:

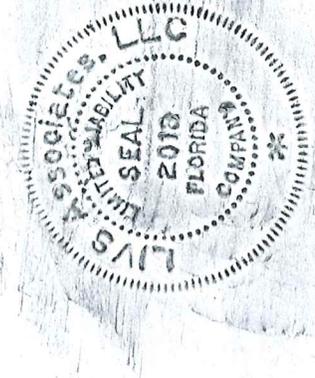
By [Signature]
Felix A. Rosabal, President

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness



AR0014717
Project Consultant's Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27th day of April, 2020 by **Felix A. Rosabal** of **LIVS Associates, 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:

[Signature]
Signature, Notary Public

(SEAL)

Dorys Diaz
Printed Name of Notary

