

**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 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 19th day of May, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Driftwood Elementary School
Project No. P.002064
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 as amended by the First Amendment dated April 24, 2018 and this Second Amendment; and

WHEREAS, after completion of 100% Construction Documents, the District's previous Chief Fire Official determined that fire sprinkler improvements were required for Cafetorium Building 12, which requires the design and installation of new fire lines, fire department and fire hydrant connections, and restoration of affected areas; and

WHEREAS, staff has negotiated an increase to the Basis Fees for implementing the required design modifications to the 100% Construction Documents in the amount of \$14,927, and additional Supplemental Services fees for Civil Engineering and Survey Services in the amount of \$24,700 resulting in a net increase to the Project Consultant's Basic Fees and Supplemental Services in the amount of \$39,627.

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 scope changes as set forth below:

	Original Amount	First Amendment Revisions	Description	Second Amendment Amount	Revised Amount
Basic Fees	\$125,000	\$0	Revision Fire Sprinkler Scope	\$14,927	\$139,927
Testing Allowances	\$35,000	\$0	N/A	\$0	\$35,000
Additional Services	\$10,000	\$0	N/A	\$0	\$10,000
Supplemental Services	\$30,000	\$0	N/A	\$24,700	\$54,700
Total	\$200,000	\$0	N/A	\$39,627	\$239,627

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;
 - c. then 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

[Remainder of page intentionally left blank]



FOR PROJECT CONSULTANT

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

By *Nathaniel A. Davenport*
Nathaniel A. Davenport, President

ATTEST:

, Secretary

-or-

Ed Huff
Witness

[Signature]
Witness

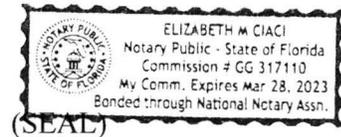
CA# 5454
Project Consultant's Registration Number

STATE OF FLORIDA)
 Palm Beach
COUNTY OF ~~BROWARD~~)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 5th day of MAY, 2020 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:



Elizabeth M. Ciacci
Signature, Notary Public

Elizabeth M. Ciacci
Printed Name of Notary