

**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 6<sup>th</sup> day of March, 2018, is entered into this 23<sup>rd</sup> day of June, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **South Plantation High School  
Project No. P.002090  
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 6<sup>th</sup> day of March, 2018, is in full force and effect as amended by the First Amendment dated April 24, 2018 and this Second Amendment; and

WHEREAS, on March 18, 2020, the Task Assigned District's Chief Fire Official removed new fire sprinklers from the scope of work for Buildings 1 and 12 because Building 1 contained existing fire sprinklers, and because Building 12 is a standalone concession and restroom building; and

WHEREAS, late in the project design phase, District Staff and the Project Consultant could not agree to the minimum required scope of work to address the indoor air quality issues in Building 1; and

WHEREAS, as a result of this disagreement, the HVAC scope of work for Building 1 was removed from this Agreement and assigned to another Engineering firm to perform; and

WHEREAS, it was determined that HVAC and Roofing should be removed from the scope of work for various portables; and

WHEREAS, in accordance with Article 5.2.2. of the Agreement, staff and the Project Consultant mutually agreed to credits to the School Board for the removal of scope in the amounts of: \$1,400 for the removal of the fire sprinklers in Buildings 1 and 12; \$23,101 for removal of HVAC scope in Building 1; and \$3,000 for removal of HVAC and Roofing from the scope of work for various portables.

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:

	<b>Original Amount</b>	<b>First Amendment Revisions</b>	<b>Description</b>	<b>Second Amendment Amount</b>	<b>Revised Amount</b>
<b>Basic Fees</b>	\$280,000	\$0	Descope Fire Sprinklers Buildings 1 and 12	(\$1,400)	<b>\$252,499</b>
			Descope HVAC in Building 1	(\$23,101)	
			Descope HVAC and Roofing in Various Portables	(\$3,000)	
<b>Testing Allowances</b>	\$40,000	\$0	N/A	\$0	<b>\$40,000</b>
<b>Additional Services</b>	\$20,000	\$0	N/A	\$0	<b>\$20,000</b>
<b>Supplemental Services</b>	\$40,000	\$0	N/A	\$0	<b>\$40,000</b>
<b>Total</b>	<b>\$380,000</b>	<b>\$0</b>	N/A	<b>(\$27,501)</b>	<b>\$352,499</b>

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.

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

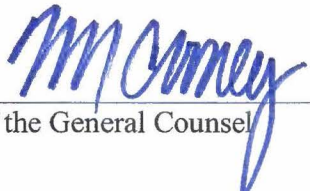
By \_\_\_\_\_

Donna P. Korn, Chair

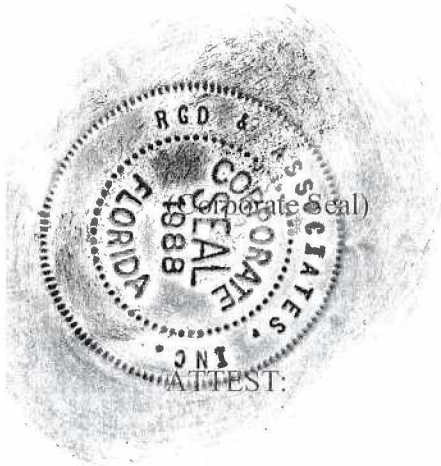
ATTEST

\_\_\_\_\_  
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**

**RGD & Associates, Inc., dba  
RGD Consulting Engineers**

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

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

-or-

*Walt Brown*  
Witness

*John Brown*  
Witness

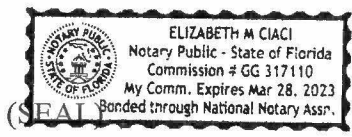
5454  
Project Consultant's Registration Number

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

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 27<sup>th</sup> day of MAY, 2020 by **Nathaniel A. Davenport of RGD & Associates, Inc., dba RGD Consulting Engineers** on behalf of the corporation or agency.

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

My commission expires:



*Elizabeth M. Ciaci*  
Signature, Notary Public

Elizabeth M. Ciaci  
Printed Name of Notary