

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 the Owner) and Forbes Architects, Inc. (now known as Forbes Architects) (hereinafter referred to as Project Consultant) for architectural/engineering services dated the 12th day of April, 2005, previously amended on August 29th, 2006, is entered into this 9th day of December, 2014 by and between the School Board of Broward County, Florida and the Project Consultant.

For the project known as: **Attucks Middle School**
 Project No. P.000061 (f.k.a. 0343-24-01)
 General Renovations
 FLCC: \$890,000

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 12th day of April, 2005, as previously amended, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof;

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:

This Second Amendment reconciles the variance of additional fees for design services and extended construction administration provided by the Project Consultant in the amount of \$67,777.27 with additional construction costs associated with change orders attributable to design errors and omissions in the amount of \$12,409.75 resulting in a net increase to professional fees totaling \$55,337.52 as set forth below:

Change Order #/ Item #	Change Order Category	Additional Services	Description	Amount
003/019	Consultant Error		Relocate existing horn strobe	<\$41.52>
003/020	Consultant Error		Remove existing light hanger and install new	<\$110.08>
003/024	Consultant Error		Provide 12 LF of thickened edge at sidewalk.	<\$22.44>
003/027	Consultant Error		Fill opening in exterior wall with concrete and reinforcing steel	<\$34.65>

004/017	Consultant Error		Provide and install 17 additional room signs.	<\$315.28>
005/029	Consultant Error		Install emergency light connected to emergency circuit, two way communication device, signage, rated doors and modify handrail.	<\$1,849.14>
006/028	Consultant Error		Remove originally permitted fire sprinkler and fire alarm monitoring devices from student restrooms	<\$8,112.50>
007	Consultant Omission		Reimburse Contractor on pro-rata basis for costs of Builders Risk Insurance	<\$1,924.14>
		Basic Services	Extend Construction Contract Administration including re-phasing of project at request of Owner	\$67,747.27
Net Change				\$55,337.52

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 THEREOF, the parties hereto, the School Board of Broward County, Florida (Owner) and Forbes Architects 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 the School Board of Broward County, Florida

(SEAL)

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

Superintendent of Schools
Robert W. Runcie

Chair
Donna P. Korn


Approved as to Form and Legal Content:




Office of the General Counsel

FORBES ARCHITECTS

**ATTEST
FORBES ARCHITECTS**



John R. Forbes, President



John R. Forbes, Secretary

(Corporate Seal)

AAF000104
Project Consultant's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

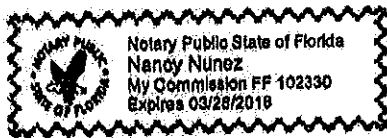
The foregoing instrument was acknowledged before me this 1st day of December, 2014 by
John R. Forbes of Forbes Architects on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Nancy Nunez
Signature, Notary Public

Nancy Nunez
Printed Name of Notary

FF 102330
Notary's Commission