

**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 MC Harry Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21<sup>th</sup> day of June, 2016, is entered into this 17<sup>th</sup> day of October, 2017 by and between the Owner and the Project Consultant.

For the project known as:       **Atlantic Technical College  
Project No. P.000415  
SMART Program Renovations (aka GOB Renovation)  
FLCC: \$6,154,985.00**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21<sup>th</sup> day of June, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to increase the scope by replacing all exterior chilled water lines serving between the Chiller Plant and various building mechanical rooms.; and

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

This First Amendment increases the FLCC for adding a replacement of all exterior chilled water lines in the amount of approximately \$1,000,000.00, resulting in a net increase to the professional fees totaling \$99,022.00, set forth below:

<b>Change Order #/ Item #</b>	<b>Change Order Category</b>	<b>Additional Services</b>	<b>Description</b>	<b>Amount</b>
001/001	Owner's Request	Yes	<b>Increase in Basic Fees for replacement of all exterior chilled water lines</b>	<b>\$99,022.00</b>
<b>Net Change</b>				<b>\$99,022.00</b>

**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.

**For The School Board of Broward County, Florida**

(SEAL)

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

\_\_\_\_\_  
Superintendent of Schools  
Robert W. Runcie

\_\_\_\_\_  
Chair  
Abby M. Freedman

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

M.C. HARRY and Associates, INC.

ATTEST  
M.C. HARRY AND ASSOCIATES, INC.

\_\_\_\_\_  
Javier O. Torres, President

  
\_\_\_\_\_  
Lourdes Solera, Secretary



(Corporate Seal)

AR 14445

Project Consultant's  
Registration Number STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of Aug, 2017 by  
Javier O. Torres 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, Notary Public

Jackie Ibinarriga  
\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission