

**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 M.C. HARRY AND ASSOCIATES, INC. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 16th day of October, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Coconut Creek High School
Project No. P.001753
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 26th day of July, 2016, is in full force and effect as revised by the First Amendment dated March 20, 2018; and

WHEREAS, Single Point of Entry (SPE) projects are of the highest District priority; and

WHEREAS, it has been determined that the design and construction of the SPE portion of the overall Scope of Work for the Coconut Creek High School SMART program project should be accelerated; and

WHEREAS, the Design Consultant has agreed to accelerate the SPE portion of the Scope of Work in exchange for additional fees for design services and extended construction administration under the Agreement; and

WHEREAS, the Owner's Program Manager, CBRE|Heery and District staff have successfully negotiated and hereby recommend such additional fees as set forth herein below.

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:

1. The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Revised Terms.** The Project Consultant shall accelerate such portion of the SPE Scope of Work for the Project identified herein below as set forth below:

Original Amount	First Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Second Amendment Amount	Revised Amount
Basic Fees \$290,000	---	002/001	Owner's Request	Modifications to Remove SPE from Primary Project	\$1,090	Basic Fees \$306,145
		002/002	Owner's Request	Prepare Standalone SPE Bid Package	\$5,090	
		002/003	Owner's Request	Bidding & Award Services for SPE Bid Package	\$2,724	
		002/004	Owner's Request	Construction Administration Services for SPE Bid Package	\$7,241	
Allowances \$25,000	---	002/005	Owner's Request	Reproductions Expenses	\$1,000	Allowances \$32,000
		002/006	Owner's Request	Non- Destructive/ Destructive Testing (Including Repairs)	\$3,000	
		002/007	Owner's Request	Site Survey Update & Survey SPE Floor Level Elevations	\$3,000	
Supplemental Services \$0	---	---	---	---	---	Supplemental Services \$0
Total \$315,000	---	---	---	---	\$23,145	Total \$338,145

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.

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

(Corporate Seal)

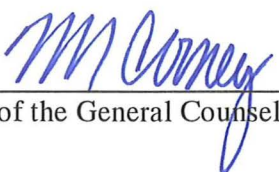
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



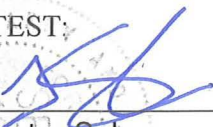
Office of the General Counsel

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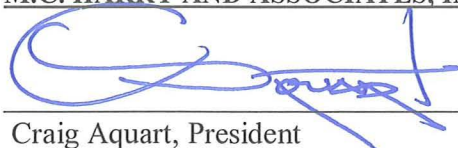
FOR PROJECT CONSULTANT

(Corporate Seal)

M.C. HARRY AND ASSOCIATES, INC.

ATTEST:


Lourdes Solera, Secretary



Craig Aquart, President

-or-

_____, Witness

_____, Witness

AR14445

Project Consultant's
Registration Number

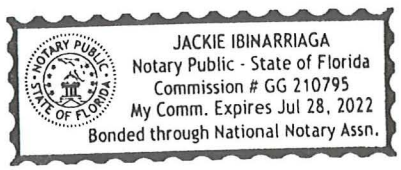
STATE OF FLORIDA)
)
COUNTY OF BROWARD)


The foregoing instrument was acknowledged before me this 29 day of Aug., 2018
by Craig Aquart 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