

**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 Jorge A. Gutierrez Architect LLC (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21<sup>st</sup> day of June, 2016, is entered into this 18<sup>th</sup> day of December, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Coconut Creek Elementary School  
Project No. P.001413  
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21<sup>st</sup> day of June, 2016, is in full force and effect as revised by the First Amendment dated March 20, 2018; and

WHEREAS, the original scope of work included installing Fire Sprinklers in Buildings 1, 2, 3, 4, 5 and 85; and

WHEREAS, the District's Chief Fire Official has determined that with the exception of Building 1 (fire sprinkler scope shall remain), the Fire Sprinklers Scope of Work is not required for Buildings 2, 3, 4, 5 and 85 and requested the Fire Sprinkler scope associated with Buildings 2, 3, 4, 5 and 85 to be removed from the Construction Documents; and

WHEREAS, the Project Consultant agrees to delete the Fire Sprinkler portion of the Scope of Work in Buildings, 2, 3, 4, 5 and 85 from the 100% bid documents in exchange for an increase in basic fees for design services in the amount of \$6,500.

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 delete the Fire Sprinkler portion of the Scope of Work in Buildings 2, 3, 4, 5 and 85 from the 100% bid documents as set forth below:

<b>Original Amount</b>	<b>First Amendment Revisions</b>	<b>Amendment #/ Item #</b>	<b>Change Order Category</b>	<b>Description</b>	<b>Second Amendment Amount</b>	<b>Revised Amount</b>
Basic Fees \$288,094	N/A	Basic Fees 002/001	Owner's Request	Increase in Basic Fees to remove Fire Sprinkler scope from Buildings 2, 3, 4, 5 and 85	\$7,000	<b>Basic Fees \$294,594</b>
		002/002	Owner's Request	Credit for Construction Administration for removal of Fire Sprinkler scope from Buildings 2, 3, 4, 5 and 85	(\$300)	
		002/003	Owner's Request	Credit for Warranty Administration for removal of Fire Sprinkler scope from Buildings 2, 3, 4, 5 and 85	(\$200)	
Allowances \$22,906	N/A	N/A	N/A	N/A	N/A	<b>Allowances \$22,906</b>
Supplemental Services N/A	N/A	N/A	N/A	N/A	N/A	<b>Supplemental Services N/A</b>
<b>Original Total \$311,000</b>	---	---	---	---	<b>\$6,500</b>	<b>Revised Total \$317,500</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; 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**


By

\_\_\_\_\_  
Heather P. Brinkworth, 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**

**Jorge A. Gutierrez Architect LLC**

Jorge A. Gutierrez, President

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

-or-

Ramon Gonzalez

Ramon Gonzalez, Witness

Maryla Dotras

[Signature], Witness

AR 14571

Project Consultant's  
Registration Number

STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2018 by Jorge A. Gutierrez of **Jorge A. Gutierrez Architect LLC** 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: 9-7-2020

(SEAL)



Signature, Notary Public

Ivette C. Montoya

Printed Name of Notary