

**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 Song & Associates, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 26th day of September, 2017, is entered into this 18th day of December, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Olsen Middle School
Project No. P.001955
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 September, 2017, 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 for the group restrooms located in Buildings 2, 12, 13, 14, 15, 17 and 18; and

WHEREAS, the District's Chief Fire Official has determined that the Fire Sprinkler Scope of Work is not required for Buildings 12, 13, 14, 15, 17 and 18 and requested the Fire Sprinkler scope associated with Buildings 12, 13, 14, 15, 17 and 18 to be removed; and

WHEREAS, the District's Chief Fire Official has requested complete Fire Sprinkler coverage for Building 2; and

WHEREAS, the Project Consultant agrees to delete the Fire Sprinkler portion of the Scope of Work in Buildings 12, 13, 14, 15, 17 and 18 for a credit of \$1,000 in Basic Fees and to provide complete Fire Sprinkler coverage for Building 2 for an increase of \$6,724 in Basic Fees for a total net increase in Basic Fees for design services in the amount of \$5,724.

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 12, 13, 14, 15, 17 and 18 and add complete Fire Sprinkler coverage to the Scope of Work in Building 2 as set forth below:

Original Amount	First Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Second Amendment Amount	Revised Amount
Basic Fees \$410,000	N/A	Basic Fees 002/001	Owner's Request	Decrease in Basic Fees for deletion of Fire Sprinkler scope in Buildings 12, 13, 14, 15, 17 and 18	(\$1,000)	Basic Fees \$415,724
		Basic Fees 002/002	Owner's Request	Increase in Basic Fees to add Fire Sprinkler coverage to Building 2	\$6,724	
Allowances \$62,000	N/A	N/A	N/A	N/A	N/A	Allowances \$62,000
Supplemental Services \$20,000	N/A	N/A	N/A	N/A	N/A	Supplemental Services \$20,000
Original Total \$492,000	---	---	---	---	\$5,724	Revised Total \$497,724

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 _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT



(Corporate Seal)

ATTEST:

, Secretary

Song & Associates, Inc.

[Signature]
Young- Sook P. Song, President

-or-

[Signature]
Juan Brent, Witness
[Signature]
ROBERT CASTROY INC, Witness

Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20 day of November, 2018 by Young- Sook P. Song of Song & 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: 5/1/2020

(SEAL)



Perry Douglass
Commission # FF987812
Expires: May 1, 2020
Bonded thru Aaron Notary

[Signature]
Signature, Notary Public
Perry Douglass
Printed Name of Notary