

**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 Wolfberg/Alvarez and Partners, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 16th day of August, 2016, is entered into this 15th day of January, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Stranahan High School
Project No. P.001683
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16th day of August, 2016, is in full force and effect as revised by the First Amendment dated June 13, 2017; and

WHEREAS, the original scope of work included installing fire sprinklers in Buildings 1, 2 and 9; and

WHEREAS, services relating to permitting of off-site improvements through the City of Ft. Lauderdale were excluded from Basic Services; and

WHEREAS, the Project Consultant has determined that services for permitting of the off-site improvements through the City of Ft. Lauderdale is required for the fire sprinkler scope; and

WHEREAS, the District also requested a separate "pull-out" design package for Building 16 (Pump House) to be constructed in conjunction with the pool renovations project; and

WHEREAS, the Project Consultant agrees to add the permitting of off-site improvements for an increase of \$10,267 in Basic Fees and to provide a separate "pull-out" design package for Building 16 (Pump House) to be constructed in conjunction with the pool renovations project for an increase of \$21,984 in Basic Fees for a total net increase in Basic Fees for design services in the amount of \$32,251; and

WHEREAS, an increase to the Allowance for Reproduction Expenses in the amount of \$5,000 is also required.

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 add the permitting of off-site improvements and to provide a separate “pull-out” package for the pump house in Building 16 as set forth below:

Original Amount	First Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Second Amendment Amount	Revised Amount
Basic Fees \$946,500	\$34,867	002/001	Owner's Request	Increase in Basic Fees to add the permitting of off-site improvements associated with the fire sprinkler scope	\$10,267	Basic Fees \$1,013,618
		002/002	Owner's Request	Increase in Basic Fees to provide a separate “pull-out” package for Building 16 (Pump House)	\$21,984	
Allowances \$50,550	\$15,000	002/003	Owner's Request	Increase in reproduction expenses	\$5,000	Allowances \$70,550
Supplemental Services N/A	N/A	N/A	N/A	N/A	N/A	Supplemental Services N/A
Original Total \$997,050	\$49,867	---	---	---	\$37,251	Revised Total \$1,084,168

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.

(Remainder of page intentionally left blank)

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

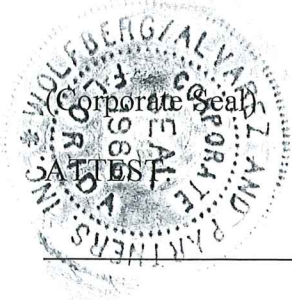
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

FOR PROJECT CONSULTANT



_____, Secretary

Wolfberg/Alvarez and Partners, Inc.

Marcel R. Morlote, President

-or-

Raul J. Estevez, Witness

Nancy Lavelanet, Witness

AA0002416 EB0002354

Project Consultant's
Registration Number

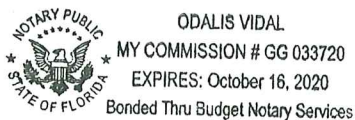
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of December, 2018 by Marcel R. Morlote of **Wolfberg/Alvarez and Partners Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced personally known as Identification and did/did not first take an oath.

My commission expires: Oct. 16, 2020

(SEAL)



Signature, Notary Public

Odalis Vidal

Printed Name of Notary