

**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 Zyscovich, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 7th day of February, 2017, is entered into this 20th day of February, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Cypress Bay High School
Project No. P.001774
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7th day of February, 2017, is in full force and effect as revised by the First Amendment dated January 17, 2018; and

WHEREAS, Staff has determined the need to have eight (8) new portable classrooms available for temporary use during construction of the Classroom Addition; and

WHEREAS, the Project Consultant agrees to perform all site related design services for the placement of the eight (8) new portable classrooms for an increase of \$39,440 in Basic Fees.

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 perform all site related design services for the placement of eight (8) new portable classrooms:

(Remainder of page intentionally left blank)

Original Amount	First Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Second Amendment Amount	Revised Amount
Basic Fees \$910,000	\$686,000	002/001	Owner's Request	Increase in Basic Fees to perform all site related design services for the placement of eight (8) new portable classrooms	\$39,440	Basic Fees \$1,635,440
Reproduction Expenses Allowance \$20,000	\$25,000	N/A	N/A	N/A	N/A	Allowances \$110,000
Non Destructive/ Destructive Allowance \$20,000	\$5,000	N/A	N/A	N/A	N/A	
Site Survey Allowance \$15,000	\$25,000	N/A	N/A	N/A	N/A	
Supplemental Services N/A	\$28,950	N/A	N/A	N/A	N/A	Supplemental Services \$28,950
Original Total \$965,000	\$769,950	---	---	---	\$39,440	Revised Total \$1,774,390

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)

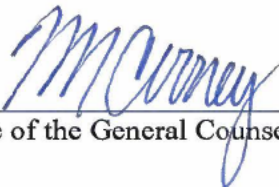
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

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

Zyscovich, Inc.

Jose Murguido, AIA Vice President

Debra Vanzant

DEBRA VANZANT, Witness

Adriana Santana

ADRIANA SANTANA, Witness

AR0010670
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of January, 2019 by Jose Murguido of **Zyscovich, 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)



Angela R. Davidson

Signature, Notary Public

Angela R. Davidson

Printed Name of Notary