

**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 17th day of January, 2018, is entered into this 7th day of May, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Riverside Elementary School
Project No. P.002039
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 17th day of January, 2018, 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 Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 85; and

WHEREAS, the District's Chief Fire Official has determined that the Fire Sprinkler Scope of Work is not required for Buildings 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 85 and requested the Fire Sprinkler scope associated with Buildings 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 85 to be removed; and

WHEREAS, the District's Chief Fire Official has requested to keep the complete Fire Sprinkler coverage for Building 4; and

WHEREAS, the District's Chief Fire Official has requested secondary means of egress exits be furnished for Classrooms that have space greater than 1,000sq/ft and the Project Consultant has identified 26 Classrooms in Buildings 5, 6, 7, 8, 9 and 10 where new secondary means of egress exits are required; and

WHEREAS, after discussions between the Project Consultant and Owner, the Owner has determined that it would be in the best business interest of the Owner to increase Basic Services to include additional Civil Engineering services that are required to fire sprinkler Building 4; and

WHEREAS, the Project Consultant agrees to delete the Fire Sprinkler portion of the Scope of Work in Buildings 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 85 for a credit of \$13,500 in

The School Board of Broward County, Florida
Architectural/Engineering Services – Amendment

Basic Fees, to provide Architectural, Structural and Electrical Design for 26 egress exits for an increase of \$16,590 in Basic Fees and to provide civil engineering services for Fire Sprinkler scope for Building 4 for an increase of \$15,900 in Basic Fees for a total net increase in Basic Fees for design services in the amount of \$18,990; and

WHEREAS, an increase to the Allowance for Reproduction Expenses in the amount of \$2,000 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 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 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 and 85, provide Architectural, Structural and Electrical Design for 26 egress exits and provide civil engineering services for Fire Sprinkler scope for Building 4 as set forth below:

Original Amount	First Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Second Amendment Amount	Revised Amount
Basic Fees \$110,000	N/A	Basic Fees 002/001	Owner's Request	Decrease in Basic Fees for deletion of Fire Sprinkler scope in Buildings 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 & 85	(\$13,500)	Basic Fees \$128,990
		Basic Fees 002/002	Owner's Request	Increase in Basic Fees to add secondary fire exits to Buildings 5, 6, 7, 8, 9, & 10	\$16,590	
		Basic Fees 002/003	Owner's Request	Increase in Basic Fees to add Civil Engineering services for the fire sprinkler coverage for Building 4	\$15,900	
Allowances \$45,000	N/A	Allowances 002/004	N/A	N/A	\$2,000	Allowances \$47,000
Supplemental Services \$40,000	N/A	N/A	N/A	N/A	N/A	Supplemental Services \$40,000
Original Total \$195,000	---	---	---	---	\$20,990	Revised Total \$215,990

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)

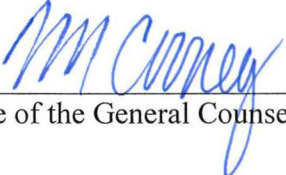
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By _____
Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

FOR PROJECT CONSULTANT



(Corporate Seal)

ATTEST:

J. J. [Signature], Secretary

Song & Associates, Inc.

[Signature]
Young- Sook P. Song, President

-or-

_____, Witness

_____, Witness

AR0013670
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10 day of APRIL, 2019 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:

(SEAL)



[Signature]
Signature, Notary Public
Teresa Taylor
Printed Name of Notary