

**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 July, 2016, is entered into this 6th day of August, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Margate Elementary School
Project No. P.001647
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 July, 2016, is in full force and effect as revised by the First Amendment dated March 20, 2018; and

WHEREAS, at the Regular School Board Meeting held on June 25, 2019 (Agenda Item # JJ-4), Board approval was received to modify the original SMART Program Renovations scope at Margate Elementary School; and

WHEREAS, the effect of the above Board approval requires re-packaging of the existing 100% Design Drawings for Buildings 9, 11, 13, 14, 15, 16, 17 and 18 and, development of a site model to explain design options, new design of a 6 Classrooms addition, paved play court and the demolition of Buildings 2, 3, 4, 5, 6 and 8 . Furthermore, the demolition of Buildings 2, 4, 6 and 8, renovations of Building 1 and 7 and, the demolition of Buildings 3 and 5; and

WHEREAS, the effect of the above Board approval requires modifications to the existing Design Documents to remove all scope associated with renovations of Buildings 2, 3, 4, 5, 6 and 8; and

WHEREAS, the Project Consultant shall be required to obtain two additional building permits and to participate in an additional bidding phase and CA phase; and

WHEREAS, the Project Consultant has agreed to the change in Basic Services requirements as requested by the Owner in exchange for additional fees for design services.

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.** This Second Amendment to the agreement will result in a net increase to the Project Consultant's Basic Fees in the amount of \$265,000 and an increase to allowances in the amount of \$32,000 as set forth below:

Original Amount	First Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Second Amendment Revisions	Revised Amount
Basic Fees \$293,893	---	002/001	Owner's Request	Increase to re-package SMART Program Renovations scope for Buildings 9,11,13,14,15,16,17 and 18 including an option analysis for Board Review relevant to balance of renovation scope	\$30,000	\$558,893
		002/002	Owner's Request	Increase for new design of a 6 Classrooms addition, paved play court and the demolition of Buildings 2, 3, 4, 5, 6 and 8. Furthermore, the demolition of Buildings 2, 4, 6 and 8, renovations of Building 1 and 7 and, the demolition of Buildings 3 and 5	\$235,000	
Allowances \$30,107	---	002/003	Owner's Request	Increase in Allowance	\$32,000	\$62,107
Supplemental Services N/A	---	---	---	---	---	---
Original Total \$324,000	---	---	---	---	\$297,000	Revised Total \$621,000

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.

(Remainder of page intentionally left blank)

For The School Board of Broward County, Florida

(SEAL)

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

Robert W. Runcie, Superintendent of Schools

Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT



(Corporate Seal)

ATTEST.

[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 23 day of July, 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)



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

[Signature]
Signature, Notary Public

Perry Douglass
Printed Name of Notary