EXHIBIT 2

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND
PROJECT CONSULTANT FOR ARCITECTURAL/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 Nyarko Architectural Group, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 16th day of August, 2016, is entered into this 17th day of September, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Silver Trail Middle School**
Project No. P.001406
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 March 20, 2018 and this Second Amendment; and

WHEREAS, pursuant to Article 1.5.1.4 of the Agreement, the initial Project Consultant's fee for the Project was established as a percentage of the initial construction budget using the fee chart located in Attachment 6.b of the Agreement; and

WHEREAS, pursuant to Article 1.5.1.4 and Attachment 6.b of the Agreement, the initial Project Consultant's fee for the Project of $280,000 was established as 9.0% of the original Fixed Limit of Construction Cost (FLCC) of $3,117,890; and

WHEREAS, pursuant to Article 2.1.2 of the Agreement, the Design Professional's fee shall be based upon the awarded contract amount and shall be adjusted for any project scope changes and construction cost increases approved by the Owner; and

WHEREAS, on July 24, 2018 the Board approved the recommendation to award the Construction Agreement for this Project to CB Constructors, Inc. for a lump sum of $4,876,455 in addition to approving additional funding in the amount of $1,781,150; and

WHEREAS, a portion of this additional funding was used to increase the FLCC from $3,117,890 to $4,876,455; and

WHEREAS, pursuant to Article 2.1.2 and Attachment 6.b of the Agreement, the Project Consultant has requested an Amendment based on the increase to the FLCC that will increase basic fees by the amount of $110,116; and

WHEREAS, CBRE | Heery and Atkins North America, Inc. have evaluated this request and determined that the increase is fair and reasonable based on Attachment 6.b of the Agreement which contains a fee percentage table based on construction contract ranges and project complexity.

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 receive additional compensation for basic fees as set forth below:

	Original PSA Amounts	First Amendment Revisions	Description	Second Amendment Revisions	Revised Amounts
Basic Fees	$280,000	N/A	Adjustment Associated with Increase to FLCC	$110,116	$390,116
Allowances	$20,500	N/A	N/A	N/A	$20,500
Supplemental Services	N/A	N/A	N/A	N/A	N/A
TOTAL	**$300,500**	---		**$110,116**	**$410,616**

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 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

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FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

Nyarko Architectural Group, Inc.

_____
, Secretary

_____
Charles O. Nyarko, President

-or-

Katiana Louis-Charles
_____ Witness

Wilbur Mejia
_____, Witness

AR0015759
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of August, 2019 by Charles O. Nyarko of Nyarko Architectural Group 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: 12-15-2019

(SEAL)

_____
Signature, Notary Public

Katiana Louis-Charles
Commission # FF943765
Expires: December 15, 2019
Bonded thru Aaron Notary

Katiana Louis-Charles
Printed Name of Notary