

**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 September, 2017, is entered into this 6th day of November, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Plantation High School
Project No. P.001916
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 September, 2017, is in full force and effect as revised by the First Amendment dated August 6, 2019; and

WHEREAS, at the Regular School Board Meeting held on November 6, 2019 (Agenda Item # JJ-1), Board approval was received to modify the original SMART Program Renovations scope at Plantation High School; and

WHEREAS, the effect of the above Board approval requires re-packaging the 100% Construction Documents related to SMART Program Renovations for the demolition of Building 2 (Art Program) and relocation of one (1) 2D Art lab, one (1) 3D Art lab, one (1) Multimedia/Digital Art lab, Art Gallery, kiln room, teacher planning space, covered Art patio and restrooms to the West end of Building 1 next to the media center. This will maintain campus capacity by not using classroom space. Building 2 will be replaced with greenspace. Also included is campus-wide repairs to aluminum covered walkways, and renovations to Buildings 1, 3-9, 11, and 12 which will include re-roofing, HVAC renovations, fire sprinkler improvements, Media Center improvements, Stem lab improvements, window and door replacement, and Emergency/Exit signage; and

WHEREAS, the effect of the above Board approval removes the design scope for the remaining design phases in the New Building 2 Art Department as well as the deletion of a portion of the Fire Sprinkler scope as determined by the District Fire Official; and

WHEREAS, there is a proposed increase to basic fees in the amount of \$111,692 and a proposed decrease to basic fees for reduction in scope in the amount of \$75,121 resulting in a net increase to basic services fees in the amount of \$36,571; and

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 \$36,571; and

	Original PSA Amounts	First Amendment Revisions	Description	Second Amendment Revisions	Revised Amount
Basic Fees	\$875,000	N/A	Net Increase in Scope Revisions	\$36,571	\$911,571
Allowances	\$90,000	N/A	N/A	N/A	\$90,000
Supplemental Services	\$30,000	N/A	N/A	N/A	\$30,000
Total	\$995,000	--	N/A	\$36,571	\$1,031,571

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:



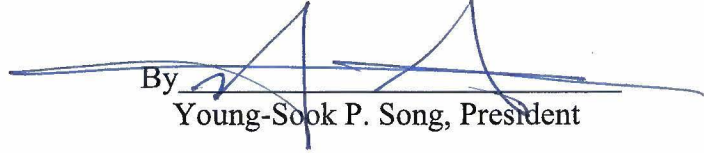
Office of the General Counsel

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FOR PROJECT CONSULTANT

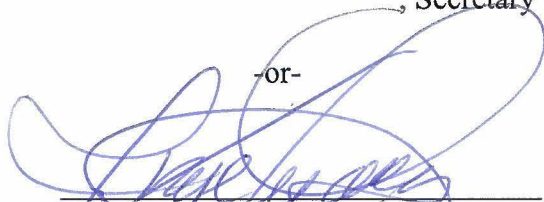


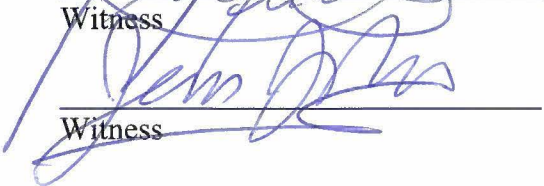
Song & Associates, Inc.

By 
Young-Sook P. Song, President

_____, Secretary

-or-



Witness


Witness

AR0013670

Project Consultant's Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16th day of October, 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:



Signature, Notary Public

TERRI MESSNER

Printed Name of Notary

(SEAL)

