

**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 Florida International Consulting Engineers Design, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 18th day of January, 2017, is entered into this 19th day of May, 2020 by and between the Owner and the Project Consultant.

For the project known as: **Pasadena Lakes Elementary School
Project No. P.001634
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 18th day of January, 2017, is in full force and effect as revised by the First Amendment dated March 20, 2018, and this Second Amendment; and

WHEREAS, pursuant to the terms of the Agreement, the Project Consultant is obligated to coordinate with and obtain the approval from the City of Pembroke Pines for connection of utilities; and

WHEREAS, the original scope of work identified to be performed as part of this project included connection of a new, single 6" fire line to a 6" City of Pembroke Pines water main to serve fire sprinklers; and

WHEREAS, after review of the proposed 6" fire line, the City of Pembroke Pines and the Fire Prevention Bureau determined that the single 6" fire line to feed fire sprinklers must be increased an 8" line to feed both fire sprinklers and fire hydrants, and which must be connected at both ends (looped) for redundancy; and

WHEREAS, the Project Consultant agrees to perform all related redesign services to accommodate this fire line issue for an increase to Basic Fees in the amount of \$25,248; and

WHEREAS, the Owner's Program Manager, CBRE | Heery and District staff have successfully negotiated and hereby recommend such additional fees as set forth herein below.

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 related design services for the running of the Fire Supply Water main for the Project identified herein as set forth below:

	Original Amount	First Amendment Amount	Description	Second Amendment Amount	Revised Amount
Basic Fees	\$246,000	\$0	Increase in Basic Fees to perform all related design services for relocation of Fire Sprinkler Water main	\$25,248	\$271,248
Reproduction Expenses Allowance	\$5,000	\$0	N/A	\$0	\$5,000
Non-Destructive/Destructive Allowance	\$20,000	\$0	N/A	\$0	\$20,000
Site Survey Allowance	\$20,000	\$0	N/A	\$0	\$20,000
Total	\$291,000	\$0	---	\$25,248	\$316,248

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

(SEAL)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

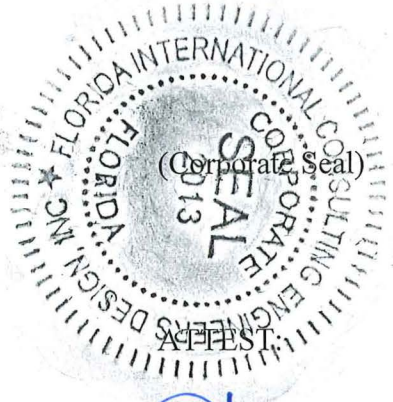
Approved as to Form and Legal Content:



Office of the General Counsel

[Remainder of page intentionally left blank]

FOR PROJECT CONSULTANT



Florida International Consulting Engineers Design, Inc.

[Signature]
_____, Secretary

By [Signature]

James V. Burphy, President

-or-

Witness

Witness

CA 30471

Project Consultant's Registration Number

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 22ND day of APRIL, 2020 by James V. Burphy of Florida International Consulting Engineers Design, 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: 8/2/2021

[Signature]

Signature, Notary Public

(SEAL)  Linda L. Kempes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG130657
Expires 8/2/2021

Linda Kempes

Printed Name of Notary