

**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 The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 5th day of October, 2016, is entered into this 21st day of July, 2020 by and between the Owner and the Project Consultant.

For the project known as: **Eagle Ridge Elementary School
Project No. P.001722
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 5th day of October, 2016, is in full force and effect as revised by the First Amendment dated March 20, 2018, and this Second Amendment; and

WHEREAS, after completion of design, bidding and award of the Project, the District changed its Fire Alarm specifications requiring fire alarm panels in multiple locations; and

WHEREAS, during the construction phase of the Project, in order to comply with the District's Design Criteria and manufacture's recommendation, the Owner directed the Project Consultant to design and incorporate a new DX split unit air conditioning system into the existing electrical room housing the new Fire Alarm Panel; and

WHEREAS, the Project Consultant agrees to perform all related redesign services to accommodate this addition of the new air conditioning system to the Electrical Room for an increase to Basic Fees in the amount of \$6,000; 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 revision in Scope for the Project identified herein as set forth below:

| | Original Amount | First Amendment Amount | Description | Second Amendment Amount | Revised Amount |
|------------------------------|------------------------|-------------------------------|----------------------------------|--------------------------------|-----------------------|
| Basic Fees | \$133,000 | \$0 | AC System in the Electrical Room | \$6,000 | \$139,000 |
| Allowance Expenses | \$5,000 | \$0 | N/A | \$0 | \$5,000 |
| Supplemental Services | \$15,000 | \$0 | N/A | \$0 | \$15,000 |
| Total | \$153,000 | \$0 | --- | \$6,000 | \$159,000 |

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.

FOR OWNER

(SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST

By _____
Donna P. Korn, Chair

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

(Corporate Seal)

The Tamara Peacock Company Architects of Florida, Inc.

ATTEST:

By *Tamara Peacock*
Tamara Peacock, President

Cristin Peacock
CRISTIN PEACOCK, Secretary

-or-
Witness *Angela Menant*
ANGELA MENANT

Witness *Melaniete Jesus*
MELANIETE JESUS



AR 12126 / AA 26002064
Project Consultant's Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 25TH day of JUNE, 2020 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, 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:



ROBERT A MURCHISON
Commission # GG 221779
Expires June 12, 2022
Bonded thru Budget Notary Services

(SEAL)

Robert Murchison
Signature, Notary Public

ROBERT MURCHISON
Printed Name of Notary