

**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 Crain Atlantis, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 20<sup>th</sup> day of December, 2016, is entered into this 21<sup>st</sup> day of July, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **New River Middle School  
Project No. P.001710  
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 20<sup>th</sup> day of December 2016, is in full force and effect as revised by the First Amendment dated 20<sup>th</sup> day of March, 2018; and

WHEREAS, pursuant to Article 2.1.2 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, the initial Project Consultant's fee for the Project of \$140,000 was established at 9.3% of the original Fixed Limit of Construction Cost (FLCC) of \$1,495,652; and

WHEREAS, pursuant to Article 2.1.2 of the Agreement, the Project Consultant'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 February 19, 2020 the Board approved the recommendation to award the Construction Agreement for this Project to Burke Construction Group, Inc. for a lump sum of \$3,343,297 in addition to approving additional funding in the amount of \$1,847,645; and

WHEREAS, a portion of this additional funding was used to increase the FLCC from \$1,495,652 to \$3,343,297; and

WHEREAS, the Project Consultant has requested a \$144,180 increase in basic fees based upon the increase to the FLCC and pursuant to Article 2.1.2 and Attachment 6.b of the Agreement; and

WHEREAS, the Project Consultant has also agreed to a reduction to basic services fees in the amount of \$25,000 for delays to deliverables, and an increase in basic services fees in the amount of \$10,000 for Owner-requested revisions to completed drawings referencing Light Weight Concrete (LWC) and the Fire Alarm System; 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 above and 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 additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Description	Second Amendment Amount	Revised Amount
<b>Basic Fees</b>	\$140,000	\$0	\$144,180 fee increase associated with increase to FLCC; and \$25,000 fee decrease for delays to deliverables	\$119,180	\$269,180
			Revision of completed drawings LWC Roof and Fire Alarm System	\$10,000	
<b>Supplemental Services</b>	\$0	\$0	N/A	\$0	\$0
<b>Allowances</b>	\$25,000	\$0	N/A	\$0	\$25,000
<b>Total</b>	<b>\$165,000</b>	<b>\$0</b>	---	<b>\$129,180</b>	<b>\$294,180</b>

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 \_\_\_\_\_  
Donna P. Korn, 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

**Crain Atlantis, Inc.**

Albert R. Capellini, pres  
Albert R. Capellini, P.E.  
President

(Corporate Seal)  
ATTEST:  
Allyse Swall  
Secretary

-or-

\_\_\_\_\_  
\_\_\_\_\_, Witness

\_\_\_\_\_  
\_\_\_\_\_, Witness

20-528-4753  
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 24 day of JUNE, 2020 by Albert Capellini of Crain Atlantis, 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)

Sandra J. Sims  
Signature, Notary Public

Sandra J. Sims  
Printed Name of Notary

