

**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 Laura M. Perez & Associates, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 7th day of November 2017, is entered into this 19st day of August, 2020 by and between the Owner and the Project Consultant.

For the project known as: **Pines Lakes Elementary School
Project No. P.002004
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7th day of November 2017, is in full force and effect as revised by the First Amendment dated March 20, 2018, and this Second Amendment; and

WHEREAS, a Letter of Recommendation (LOR) to proceed with the bidding of this project as a traditional Invitation to Bid (ITB) project was issued in April 2019, however, in June 2019, it was determined that the project should instead be delivered as a Construction Services Minor Projects (CSMP) project; and

WHEREAS, pursuant to the change from an ITB to CSMP delivery project, the Project Consultant performed, invoiced for, and was paid for services to facilitate the CSMP project delivery process including the attendance of site visits with the contractor and subconsultants, replying to Requests for Information (RFIs), issuing an addendum and reviewing the contractor's estimate; and

WHEREAS, however, after several months of unsuccessful negotiations, it was decided to discontinue and abandon the CSMP process and return to a traditional ITB process; and

WHEREAS, now that the project delivery is being changed back from a CSMP to ITB process, the Project Consultant is required to perform additional bidding services and is entitled to additional fees; and

WHEREAS, the Project Consultant agrees to perform a traditional ITB process for an increase to Basic Fees in the amount of \$3,495; 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	\$120,000	\$0	ITB Bidding Services	\$3,495	\$123,495
Allowance Expenses	\$47,000	\$0	N/A	\$0	\$47,000
Supplemental Services	\$30,000	\$0	N/A	\$0	\$30,000
Total	\$197,000	\$0	---	\$3,495	\$200,495

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

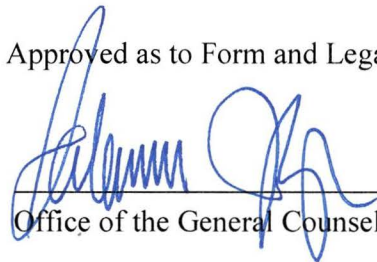
By _____

Donna P. Korn, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

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FOR PROJECT CONSULTANT



Laura M. Perez & Associates, Inc.

ATTEST:

By *Adrian Perez*
Adrian Perez, President
vice

Lina Trennert
Lina Trennert, Secretary

-or-

Witness

Witness

AAC001864
Project Consultant's Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 31 day of July, 2020 by **Adrian Perez** of **Laura M. Perez & 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:

(SEAL)  Ana T. Lorenzo
Commission # GG046581
Expires: Nov. 13, 2020
Bonded thru Aaron Notary

Ana T. Lorenzo
Signature, Notary Public
Ana T. Lorenzo
Printed Name of Notary