

**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 21st day of February, 2018, is entered into this 6th day of October, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Stephen Foster Elementary School
Project No. P.002067
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of February, 2018, is in full force and effect as revised by the First Amendment dated March 20, 2018; and

WHEREAS, the project was approved at the second permit revision phase; and

WHEREAS, the increased Construction Documents required exceeded the Original Reproduction Allowances allocation; and

WHEREAS, the Project Consultant and the Owner has agreed to an increase in Reproduction Allowances in the amount of \$4,000; 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 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
Basic Fees	\$150,000	\$0	N/A	\$0	\$150,000
Supplemental Services	\$40,000	\$0	N/A	\$0	\$40,000
Allowances	\$45,000	\$0	Reproduction Expenses	\$4,000	\$49,000
Total	\$235,000	\$0	---	\$4,000	\$239,000

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.

(Remainder of page intentionally left blank)

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

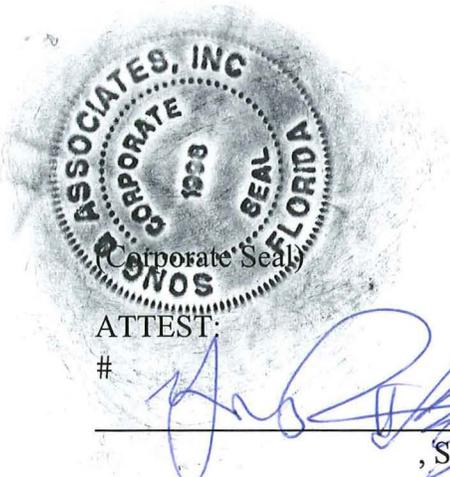
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

(Remainder of page intentionally left blank)



FOR PROJECT CONSULTANT

ATTEST:

#

[Handwritten Signature]

, Secretary

Song & Associates, Inc.

[Handwritten Signature]

Jorge Luaces, President

-or-

_____, Witness

_____, Witness

AR0013670
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 4 day of SEPTEMBER, 2020 by **Jorge Luaces 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:

(SEAL)  **Perry Douglass**
Comm. # GG955662
Expires: May 1, 2024
Bonded Thru Aaron Notary

[Handwritten Signature]

Signature, Notary Public

PERRY DOUGLASS

Printed Name of Notary