

**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 and Project Consultant for architectural/engineering services dated the 16th day of October, 2001, previously amended on April 18th, 2006, is entered into this 25th day of January, 2011 by and between The School Board of Broward County, Florida (hereinafter referred to as the Owner) and Zelch & McMahon, Architects (hereinafter referred to as Project Consultant),

**For the project known as: Pompano Beach Middle School
Project No. P. 000005 (f.k.a. 0021-21-01)
New Multipurpose Cafeteria Building and Eight Classroom Addition
FLCC: \$14,777,579**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16th day of October, 2001, previously amended on April 18th, 2006, is entered into this 23rd day of November, 2010 is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Project Consultant, the parties agree as follows:

The Scope of Services attached hereto replaces the original Attachments in the Professional Services Agreement.

The fees in Article 5 are amended as follows: Fees increased for Phase V by \$24,000. As part of this Amendment, Zelch & McMahon, Architects waives its request of \$884 for emergency generator screen enclosure extension.

The Fixed Limit of Construction Cost (FLCC) is amended from \$9,840,000 to \$14,777,579 to align the architect's agreement with that of the construction manager. For Phase I of the project

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.

Attachments:

1. Scope of Work
2. Document 00455 Background Screening of Contractual Personnel
3. W9- IRS Form

IN WITNESS THEREOF, the parties hereto, The School Board of Broward County, Florida (Owner) and **Zelch & McMahon, Architects** 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 the School Board of Broward County, Florida


(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Superintendent of Schools
James F. Notter

Chair
Benjamin J. Williams

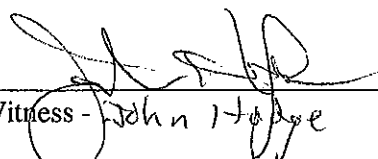
Approved as to Form and Legal Content:



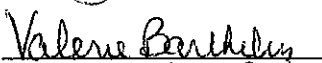
Edward Marko
School Board Attorney

For the Project Consultant


**ATTEST
ZELCH & MCMAHON, ARCHITECTS**



Witness - John Hodge



Witness - Valerie Barthelm



Robert E. McMahon, Partner

AAP000244
Project Consultant's
Registration Number

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20 day of October, 2010 by

Robert McMahon of Zelach McMahon Antals,

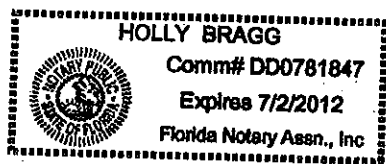
on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)



Holly Bragg
Signature, Notary Public

HOLLY BRAGG
Printed Name of Notary

Notary's Commission

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 1

PROJECT SCOPE

Project No: P. 000005 (f.k.a. 0021-21-01)
Project Title: New Multipurpose Cafeteria Building and Eight Classroom Addition
Facility Name: Pompano Beach Middle School

The following design services will be provided by the Project Consultant as a normal part of its Basic Services for the Project listed above:

Original Scope 10/16/01:

- Master plan, replace Cafeteria/Kitchen/Multipurpose Area/Stage, 8 classroom modular addition, and IAQ Program, including stucco, waterproofing, interior repairs, and HVAC test, balance, and repair/replacement.

First Amendment 4/18/06:

- Convert this project from Design/Bid/Build to Construction Management at Risk in order to align the Project Consultant's responsibilities with those of the Construction Manager.

Second Amendment 1/25/11:

- Extend contract administration by 225 consecutive calendar days resulting from unforeseen circumstances related to the redesign of the sanitary sewer system per the City of Pompano Beach requirements and the replacement of Florida Power and Light poles.



ATTACHMENT 2
The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312 (754) 321-1500

Document 00455

Background Screening of Contractual Personnel

Project No: P. 000005 (f.k.a. 0021-21-01)
Project Title: New Multipurpose Cafeteria Building and Eight Classroom Addition
Facility Name: Pompano Beach Middle School

**SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES,
BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL**

Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Project Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Project Consultant and its personnel. The Parties agree that the failure of Project Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Project Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Project Consultant's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Project Consultant agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Project Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Project Consultant pursuant to Article 2.14 of this Agreement and the laws of Florida.

**(To be signed in the presence of a notary public or other officer authorized to
administer oaths.)**

STATE OF FLORIDA

COUNTY OF BROWARD



ATTACHMENT 2
The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312 (754) 321-1500

Document 00455

Background Screening of Contractual Personnel

Before me, the undersigned authority, personally appeared

ROBERT McMAHON

who, being by me first duly sworn, made the following statement:

1. Project Consultant Name:

ZELCH & McMAHON, ARCHT'S

Address:

17 NE 4th St
FT. LAUDERDALE, FL 33301

2. My relationship to the Project Consultant named in (1) above is:

PARTNER IN FIRM

(List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement)

591 537 020

TO BE COMPLETED AT THE TIME OF AWARD DOCUMENTS. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF THE PROFESSIONAL SERVICES AGREEMENT.

☐ The above-named Project Consultant presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

BY:

DATE:

10/21/10

NAME (Printed)

ROBERT McMAHON

TITLE:

PARTNER IN FIRM

Notarization

State of:

Florida

County of:

Broward

Sworn to and subscribed before me, the undersigned authority, by

who is personally known to me or did produce:



ATTACHMENT 2
The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312 (754) 321-1500

Document 00455

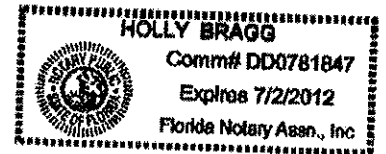
Background Screening of Contractual Personnel

as identification and who did take an oath.

Notary Public: Holly Bragg

Affix Seal

Commission Expires on: _____



Form W-9 (Rev. October 2009) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requestor. Do not send to the IRS.
Name (for third parties who may contact you regarding this request) ROBERT McMAHON		
Business name, if different from above ZELCH & McMAHON, ARCHITECTS		
Check appropriate box <input type="checkbox"/> Individual sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification for: <input type="checkbox"/> disregarded entity, <input type="checkbox"/> corporation, <input type="checkbox"/> partnership, <input type="checkbox"/> other (specify below) <input type="checkbox"/> Foreign entity		
Address (number, street, and apt. or suite no.) 17 NE 4th STREET		
City, state, and ZIP code FORT LAUDERDALE, FL 33302		
Tax account number(s) (none optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

 Sign
Here

 Signature of
U.S. person

Date

10/21/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued;
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership, for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity