

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES**

This First Amendment to the Professional Services Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**" or "**School Board**") and Zyscovich, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 7th day of February 2017, is entered into this 17th day of January 2018, by and between the Owner and the Project Consultant.

For the project known as: **Cypress Bay Senior High School
Project No. P.001774
SMART Program Renovations
FLCC: \$9,320,892**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7th day of February 2017, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, the Agreement for the above-reference project (the "**Project**") is the result of a competitive procurement process wherein, upon award, the Project Consultant was to provide professional design services for a scope of work which included the replacement of sixty-one (61) general classrooms currently housed in portables; and

WHEREAS, pursuant to the terms of the Agreement, the Project Consultant performed scope validation work including, but not limited to, meetings with key stakeholders and educational program specialists from the District; and

WHEREAS, the size of the Project was originally estimated by the District to be 58,280 Gross Square Feet; and

WHEREAS, the scope validation process resulted in a determination that the originally estimated gross square footage of the Project necessary to effectuate the replacement of the sixty-one (61) general classrooms must be increased to accommodate both the existing and projected programming needs of Cypress Bay High School; and

WHEREAS, the Project Consultant participated in programming workshops to reduce the amount of additional space required while still accommodating the needs of the school; and

WHEREAS, the required revision to the space and programming needs of the school resulted in the need for a new Plant Spot Survey; and

WHEREAS, a new Plant Spot Survey was approved on June 13, 2017 and which authorizes the permanent replacement of the actual academic programs currently housed in the sixty-one (61) portables, and shall increase available student stations by 225 to a total of 1,525; and

WHEREAS, in order to accommodate the permanent replacement of academic programs and increase to available student stations, the footprint of the new building must be increased by approximately 20,605 gross square feet resulting in a total footprint of approximately 78,885 gross square feet; and

WHEREAS, pursuant to Section 5.2.2 of the Agreement, the Project Consultant and Owner have negotiated additional fees for the provision of additional professional design services associated with the revised project scope.

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 as set forth in the table located below Paragraph 4 of this First Amendment, the parties agree to increase the professional design fees of the Agreement as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Basic Services Fee.** This First Amendment increases the Basic Services fee for the Project Consultant to:

- a. Increase the size of the new addition by approximately 20,605 square feet to accommodate all programming needs as well as all required corridors, stairwells, group restrooms, etc. associated with such spaces;
- b. Relocate the existing bus drop off area, several parking spaces, the relocatable structures that comprise Building 85 and three (3) relocatable classrooms; and
- c. Prepare three (3) separate Guaranteed Maximum Price (“GMP”) Bid Packages to facilitate Project phasing and to expedite the work on this campus. GMP Bid Package 1 will include the SMART Program improvements to the existing structures. GMP Bid Package 2 will include the relocation of the bus drop off area, several parking spaces and the relocatable structures that comprise to make Building 85. GMP Bid Package 3 will be the classroom addition.

3. **Supplemental Services fee.** This First Amendment establishes a Supplemental Services fee for the Project Consultant to provide additional programming services to incorporate the additional 225 student stations (9 classrooms) authorized by the Plant Spot Survey, and minimize the size of the addition.

4. **Project Allowances.** This First Amendment increases the Project Allowances to account for:

- a. An increase in reproduction costs associated with addition of a multiple-phased Project;
- b. An anticipated increase in costs associated with anticipated Non-Destructive and Destructive Testing and repairs;
- c. An anticipated increase in costs for the required Site Survey;

- d. An increase for costs associated with Structural Rational Analysis and X-Ray Surveying; and
- e. An increase in Geotechnical Services costs.

Summary of PSA Agreement	Current Approved Base Agreement	Added in this First Amendment	Revised Total Approved
Basic Services	\$910,000	\$686,000	\$1,596,000
Allowances	\$55,000	\$55,000	\$110,000
Supplemental Services	\$0	\$28,950	\$28,950
Total	\$965,000	\$769,950	\$1,734,950

5. **Fixed Limit of Construction Cost (“FLCC”)**. This First Amendment increases the estimated FLCC of the Project, which includes the classroom addition and renovation to the existing facility to \$19,200,000. The Agreement initially established a FLCC of \$9,320,892, which is insufficient to accomplish the required scope of work on the Project. The actual FLCC will be determined by local market conditions when all GMP Amendments have been received, evaluated and approved by the School Board.

6. **Cost Per Student Station**. The Project Consultant shall, at no additional cost to the Owner, assure compliance with the total cost per student station restrictions, including change orders, as set forth in Section 1013.64(6)(b)5, Florida Statutes.

7. **Order of Precedence Among Agreement Documents**. In the event of conflict between the provisions of the Agreement and provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a. This Amendment; then
- b. The Agreement.

8. **Authority**. Each person signing this First Amendment on behalf of either party warrants that he or she has full legal power to execute this First 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 First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First 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
Robert W. Runcie

Chair
Nora Rupert

Approved as to Form and Legal Content:



Office of the General Counsel

Zyscovich, Inc.

ATTEST
Zyscovich, Inc.



Jose Murguido, AIA, Vice President



Mario Suarez, Secretary



M 40936
Project Consultant's
Registration Number

The foregoing instrument was acknowledged before me this 5th day of December, 2017 by
Jose Murguido of Zyscovich, 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)





Signature, Notary Public

Lisette Marie Sierra

Printed Name of Notary

FF 131587

Notary's Commission