

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

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

This Third Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and Wolfberg Alvarez & Partners, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 26th day of July, 2016, is entered into this 5th day of September, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Piper Senior High School
Project No. P.001744
SMART Program Renovations
FLCC: \$10,156,876**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 26th day of July, 2016, is in full force and effect as revised by the First Amendment dated May 2, 2017 and the Second Amendment dated March 20, 2018 ; and

WHEREAS, Single Point of Entry (SPE) projects are of the highest District priority; and

WHEREAS, it has been determined that the design and construction of the SPE portion of the overall Scope of Work for the Piper Senior High School SMART program project should be accelerated; and

WHEREAS, the Design Consultant has agreed to accelerate the SPE portion of the Scope of Work in exchange for additional fees for design services and extended construction administration under the Agreement; and

WHEREAS, 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 Owner to the Project Consultant, the parties agree as follows:

1. **Revised Terms.** The Project Consultant shall accelerate such portion of the SPE Scope of Work for the Project identified herein below in exchange for an increase in its fees totaling \$28,374:

| Original Amount | First Amendment Revisions | Second Amendment Revisions | Amendment #/ Item # | Change Order Category | Description | Third Amendment Amount | Revised Amount |
|---|----------------------------------|-----------------------------------|----------------------------|------------------------------|---|-------------------------------|--|
| Basic Fees \$854,221 | Basic Fees N/A | N/A | Basic Fees 003/001 | Owner's Request | Increase in Basic Fees to prepare a separate bid package for Single Point of Entry (SPE) | \$28,374 | Basic Fees \$882,595 |
| Allowances \$49,779 | Allowances \$20,000 | N/A | N/A | N/A | N/A | N/A | Allowances \$69,779 |
| Supplemental Services \$0 | Supplemental Services N/A | N/A | N/A | N/A | N/A | N/A | Supplemental Services \$0 |
| Original Total \$904,000 | \$20,000 | | | | | \$28,374 | Revised Total \$952,374 |

2. **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.

3. **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 Third Amendment to Agreement; then
- b) the Second Amendment to Agreement; then
- c) the First Amendment to Agreement; then
- d) the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Third 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)

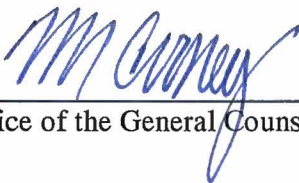
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

FOR PROJECT CONSULTANT



(Corporate Seal)

ATTEST:

, Secretary

Wolfberg Alvarez & Partners, Inc.

Marcel R. Morlote
Marcel R. Morlote, President

or-
Raul J. Estevez
Raul J. Estevez, Witness

Maria E. England
Maria E. England, Witness

AA0002416 EB0002354
Project Consultant's
Registration Number

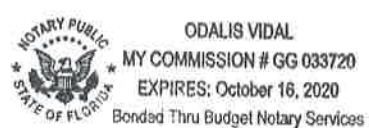
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by Marcel R. Morlote of **Wolfberg Alvarez & Partners, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced known as Identification and did/did not first take an oath.

My commission expires: Oct. 16, 2020

(SEAL)



Odalis Vidal
Signature, Notary Public
Odalis Vidal
Printed Name of Notary