

**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 WILLIAMSON DACAR ASSOCIATES INC. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 16<sup>th</sup> day of August, 2016, is entered into this 7<sup>th</sup> day of November, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Quiet Waters Elementary School  
Project No. P.001754  
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16<sup>th</sup> day of August, 2016, is in full force and effect as revised by the First Amendment dated March 20, 2018, by the Second Amendment dated September 18, 2018 and this Third Amendment; and

WHEREAS, the previously approved Second Amendment to the Agreement contained a scrivener's error incorrectly identifying the Agreement date as October 18, 2016; and

WHEREAS, the parties agree that the correct Agreement date is August 16, 2016; and

WHEREAS, pursuant to Article 1.5.1.4 of the Agreement, the initial Project Consultant's fee for the Project was established as a percentage of the initial construction budget using the fee chart located in Attachment 6.b of the Agreement; and

WHEREAS, pursuant to Article 1.5.1.4 and Attachment 6.b of the Agreement, the initial Project Consultant's fee for the Project of \$274,000 was established as 8.85% of the original Fixed Limit of Construction Cost (FLCC) of \$3,095,117; and

WHEREAS, pursuant to Article 2.1.2 of the Agreement, the Design Professional's fee shall be based upon the awarded contract amount and shall be adjusted for any project scope changes and construction cost increases approved by the Owner; and

WHEREAS, on August 7, 2018 the Board approved the recommendation to award the Construction Agreement for this Project to Anatom Construction Company for a lump sum of \$4,799,926, in addition to approving additional funding in the amount of \$1,576,000; and

WHEREAS, a portion of this additional funding was used to increase the FLCC from \$3,095,117 to \$4,799,926; and

WHEREAS, pursuant to Article 2.1.2 and Attachment 6.b of the Agreement, the Project Consultant has requested an Amendment based on the increase to the FLCC that will increase basic fees by the amount of \$109,994; and

WHEREAS, CBRE | Heery and Atkins North America, Inc. have evaluated this request and determined that the increase is fair and reasonable based on Attachment 6.b of the Agreement which contains a fee percentage table based on construction contract ranges and project complexity.

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. The recitals contained herein are true and correct and are incorporated herein by reference.
2. **Correction of Scrivener’s Error.** The Agreement date incorrectly identified in the Second Amendment is deleted and replaced with the correct Agreement date of August 16, 2016.
3. **Revised Terms.** The Project Consultant shall receive additional compensation for basic fees as set forth below:

|                       | Original PSA Amounts | First Amendment Revisions | Second Amendment Revisions | Description                                 | Third Amendment Revisions | Revised Amounts  |
|-----------------------|----------------------|---------------------------|----------------------------|---|---------------------------|------------------|
| Basic Fees            | \$274,000            | N/A                       | -\$4,920                   | Adjustment Associated with Increase to FLCC | \$109,994                 | \$379,074        |
| Allowances            | \$30,000             | N/A                       | N/A                        | N/A   | N/A                       | \$30,000         |
| Supplemental Services | N/A                  | N/A                       | N/A                        | N/A   | N/A                       | N/A              |
| <b>TOTAL</b>          | <b>\$304,000</b>     |                           |                            |   |                           | <b>\$409,074</b> |

4. **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.

5. **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.

6. **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**

By \_\_\_\_\_  
Nora Rupert, Chair

ATTEST:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**FOR PROJECT CONSULTANT**

(Corporate Seal)



**WILLIAMSON DACAR ASSOCIATES INC.**

ATTEST:

\_\_\_\_\_  
, Secretary

  
\_\_\_\_\_  
THEODORE J. WILLIAMSON, President

-or-

  
\_\_\_\_\_  
, Witness

  
\_\_\_\_\_  
MICHAELA FEICIDARI, Witness

AA 0002541  
Project Consultant's  
Registration Number

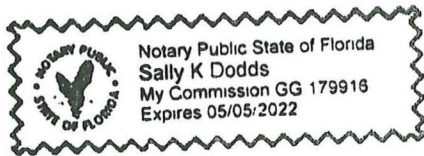
STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD    )



The foregoing instrument was acknowledged before me this 15 day of October, 2018 by THEODORE J. WILLIAMSON of WILLIAMSON DACAR 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)



  
\_\_\_\_\_  
Signature, Notary Public  
  
\_\_\_\_\_  
Printed Name of Notary