

**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 16th day of August, 2016, is entered into this 16th day of October, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Rickards, James S. Middle School
Project No. P.001743
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between the Owner and Project Consultant dated the 16th day of August, 2016, is in full force and effect as revised by the First Amendment dated February 7, 2017 and by the Second Amendment dated March 20, 2018; and

WHEREAS, the original SMART scope included total funding of \$13,000 to furnish fire sprinklers for the Media Production Lab located in Building 1 (FISH Room #106A; approximately 1,470 square feet); and

WHEREAS, Building 1 has approximately 54,000 square feet of area that is currently furnished with fire sprinklers; and

WHEREAS, during scope review of life safety work with the District's Chief Fire Official, The District's Chief Official determined that the fire sprinkler scope should be modified to provide complete fire sprinkler coverage for Building 1 (approximately an additional 72,800 square feet) and Building 2 (approximately 3,300 square feet), so as to address life safety concerns and to comply with Code requirements; and

WHEREAS, as a result of the discussions between the Chief Fire Official, the Project Consultant and the Owner's Program Manager, CBRE | Heery, it has been determined that it would be in the best interest of the Owner to include the additional fire sprinklers for Buildings 1 and 2; and

WHEREAS, the Project Consultant agrees to include the additional fire sprinkler scope for Buildings 1 and 2 in exchange for an increase in basic fees for design services in the amount of \$39,500 and an increase in Allowances in the amount of \$3,000 for partial site survey; and

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. **Revised Terms.** The Project Consultant shall add the additional fire sprinkler scope for Buildings 1 and 2 in exchange for an increase in basic fees for design services in the amount of \$39,500 and an increase in Allowances in the amount of \$3,000 for partial site survey as set forth below:

	Original PSA	First Amendment	Second Amendment	Third Amendment			Revised	
	Amount	Revisions	Revisions	Amendment #/ Item #	Change Order Category	Description	Revisions	Amount
Basic Fees	\$298,395.24	\$5,230	N/A	003/001	Owner's Request	Increase to Provide Complete Fire Sprinkler Coverage for Buildings 1 and 2	\$39,500	\$343,125.24
Allowances	\$30,004.76	N/A	N/A	003/002	Owner's Request	Increase for Partial Site Survey	\$3,000	\$33,004.76
Supplemental Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	\$328,400	\$5,230	---	---	---	---	\$42,500	\$376,130

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

5. **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)

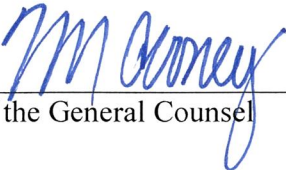
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By _____
Nora Rupert, Chair

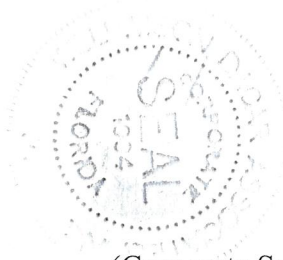
ATTEST:

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

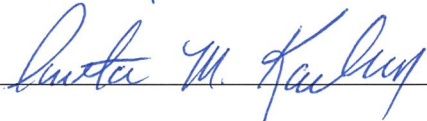



THEODORE J. WILLIAMSON, President

-or-



, Witness



, Witness

AA0002541
Project Consultant's
Registration Number

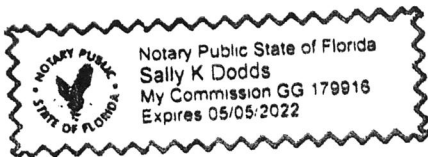
STATE OF FLORIDA)
)
COUNTY OF Piellas)
)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of September, 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.

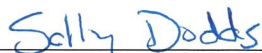
My commission expires:

(SEAL)





Signature, Notary Public



Printed Name of Notary