

**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 ACAI 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 18<sup>th</sup> day of December, 2018 by and between the Owner and the Project Consultant.

For the project known as: **Northeast High School  
Project No. P.001684  
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 May 2, 2017 and by the Second Amendment dated June 27, 2017; and

WHEREAS, at the Special Board Meeting held on July 31, 2018 (Agenda Item # 2), Board approval was received to modify the SMART Program improvements at Northeast High School; and

WHEREAS, the effect of the above Board approval requires modifications to the existing Construction Documents to remove all scope associated with Buildings 8, 9, 10, 11 and 27; and

WHEREAS, the effect of the above Board approval requires modifications to the existing Construction Documents to remove all scope associated with Building 12 with the exception that the roof replacement scope and weight room scope shall remain; and

WHEREAS, the effect of the above Board approval requires modifications to the existing Construction Documents to remove all Building 7 HVAC scope; and

WHEREAS, the Project Consultant shall be required to obtain a new Building permit after making the changes to the Construction Documents and to participate in an additional bidding phase; and

WHEREAS, the Project Consultant has agreed to provide a credit for the Warranty Phase associated with the scope that was removed; and

WHEREAS, the Project Consultant has agreed to the change in Basic Services requirements as requested by the Owner in exchange for additional fees for design services.

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.** This Third Amendment to the agreement will result in a net increase to the Project Consultant's Basic Fees in the amount of \$37,597 as set forth below:

Original Amount	First Amendment Revisions	Second Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Third Amendment Revisions	Revised Amount
Basic Fees \$880,000	\$30,300	N/A	003/001	Owner's Request	Increase to remove all scope associated with Buildings 8, 9, 10, 11 and 27 and partial scope from Buildings 7 and 12	\$25,277	\$947,897
			003/002	Owner's Request	Increase for performing an additional bidding phase	\$17,600	
			003/003	Owner's Request	Credit for Warranty phase for the reduction in scope	(\$5,280)	
Allowances \$75,000	N/A	\$16,500	N/A	N/A	N/A	N/A	\$91,500
Supplemental Services N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Original Total</b> \$955,000	<b>\$30,300</b>	<b>\$16,500</b>	---	---	---	<b>\$37,597</b>	<b>Revised Total</b> \$1,039,397

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.

(Remainder of page intentionally left blank)

**FOR OWNER**

(Corporate Seal)

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

By

ATTEST:

\_\_\_\_\_  
Heather P. Brinkworth, Chair

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

Approved as to Form and Legal Content:

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

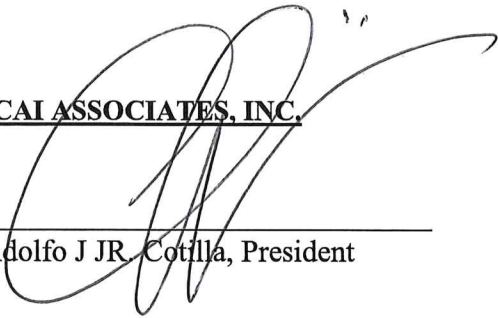
(Remainder of page intentionally left blank)

**FOR PROJECT CONSULTANT**

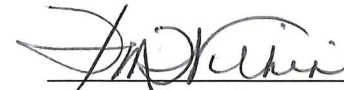
(Corporate Seal)


ATTEST:

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

ACAI ASSOCIATES, INC.  
  
\_\_\_\_\_  
Adolfo J JR. Cotilla, President

-or-

  
\_\_\_\_\_  
Donald Wilkin, Witness

  
\_\_\_\_\_  
Jennie Shields, Witness

AR 8011  
Project Consultant's  
Registration Number

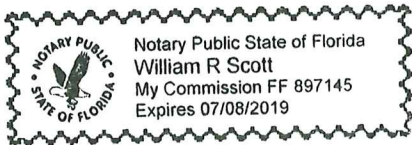
STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of NOVEMBER, 2018 by Adolfo J JR. Cotilla of ACAI 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: 07.08.2019

(SEAL)



  
\_\_\_\_\_  
Signature, Notary Public

WILLIAM R. SCOTT  
\_\_\_\_\_  
Printed Name of Notary