

**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 M.C. HARRY AND ASSOCIATES, INC. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 23rd day of July, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Atlantic Technical College
Project No. P.000415
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of June, 2016, is in full force and effect as revised by the First Amendment dated October 17, 2017 and the Second Amendment dated March 20, 2018; and

WHEREAS, the Owner has requested from the Project Consultant to add a new fire main, fire hydrants and FDC's associated with the Fire Sprinkler systems in Building 3, 4, 8, 13, 14, 15 and 17 to provide a source of water for the new fire sprinkler systems; and

WHEREAS, the Design Consultant has agreed to revise the design documents in exchange for additional fees for design services; and

WHEREAS, staff have identified the need to increase the supplemental services allowance to \$15,000 with a multiplier of (2.81). Supplemental services will only be used on as-needed basis and with prior written authorization from the Owner.

WHEREAS, the Owner's Program Manager, 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. The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Revised Terms.** The Project Consultant shall add a new fire main, fire hydrants and FDC's associated with the Fire Sprinkler systems in Building 3, 4, 8, 13, 14, 15 and 17 for the Project identified herein below as set forth below:

| Original Amount | First Amendment Revisions | Second Amendment Revisions | Amendment #/ Item # | Change Order Category | Description | Third Amendment Amount | Revised Amount |
|------------------------------|---------------------------|----------------------------|---------------------|-----------------------|--|------------------------|-----------------------------------|
| Basic Fees \$553,949 | \$99,022 | --- | 003/001 | Owner's Request | Increase in Basic Fees to add a new fire main, fire hydrants and FDC's associated with the Fire Sprinkler systems in Building 3, 4, 8, 13, 14, 15 and 17 | \$35,173 | Basic Fees \$688,144 |
| Allowances \$25,051 | --- | --- | --- | Owner's Request | --- | --- | Allowances \$25,051 |
| Supplemental Services \$0 | --- | --- | 003/002 | --- | Increase in Supplemental Services | \$15,000 | Supplemental Services \$15,000 |
| \$579,000 | \$99,022 | --- | --- | --- | --- | \$50,173 | \$728,195 |

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**

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

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FOR PROJECT CONSULTANT



(Corporate Seal)

ATTEST:

[Signature]
, Secretary

M.C. HARRY AND ASSOCIATES, INC.

[Signature]
Lourdes Solera, President

-or-

_____, Witness

_____, Witness

AR 14445
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of June, 2019 by Lourdes Solera of **M.C. HARRY AND 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]

Signature, Notary Public
Jackie Ibinarraga

Printed Name of Notary

