

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

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

This Fourth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and Zyscovich, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 7th day of February, 2017, is entered into this 2nd day of October, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Cypress Bay High School
Project No. P.001774
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7th day of February, 2017, is in full force and effect as revised by the First Amendment dated January 17, 2018; by the Second Amendment dated February 20, 2019, by the Third Amendment dated August 6, 2019, and this Fourth Amendment; and

WHEREAS, it has been determined that the Scope of Work should be amended to delete removal of three (3) metal portables and relocation of five (5) concrete portables; and

WHEREAS, it has been determined that the Scope of Work should be amended to accommodate the two easternmost units of Building 85 and associated scope, including revision of all affected drawings showing location of the building and garden; revision of canopy layout/drainage at the student drop off area; revision of the parking layout and drainage; and revision of drainage and landscaping around Building 85, parking, drop off, and accessible entry; and

WHEREAS, the Project Consultant agrees to perform all related design services for the removal of the portable scope from the Approved GMP set of Construction Drawings for an increase to Basic Fees in the amount of \$17,350 and an increase to Reproduction Allowances in the amount of \$2,000.

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 Project Consultant to the Owner, 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 perform all related design services for the removal of the portable scope for the Project identified herein as set forth below:

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Description	Fourth Amendment Amount	Revised Amount
Basic Fees	\$910,000	\$686,000	\$39,440	N/A	Increase in Basic Fees to perform all related design services for removal of portable scope from the GMP drawings	\$17,350	\$1,652,790
Reproduction Expenses Allowance	\$20,000	\$25,000	N/A	N/A	N/A	\$2,000	\$112,000
Non Destructive/ Destructive Allowance	\$20,000	\$5,000	N/A	N/A	N/A	N/A	
Site Survey Allowance	\$15,000	\$25,000	N/A	N/A	N/A	N/A	
Supplemental Services	N/A	\$28,950	N/A	N/A	N/A	N/A	\$28,950
Total	\$965,000	\$769,950	\$39,440	---	---	\$19,350	\$1,793,740

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 Fourth Amendment to Agreement; then
- b) the Third Amendment to Agreement; then
- c) the Second Amendment to Agreement; then

- d) the First Amendment to Agreement; then
- e) the Agreement.

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

6. IN WITNESS WHEREOF, the parties hereto have caused this Second 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

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Mario Suarez
MARIO SUAREZ, Secretary

Zyscovich, Inc.

Jose Murguido
Jose Murguido, AIA Vice President

-or-

Adriana Santana
ADRIANA SANTANA, Witness

Debra Vanzant
DEBRA VANZANT, Witness

AR0010670
Project Consultant's
Registration Number

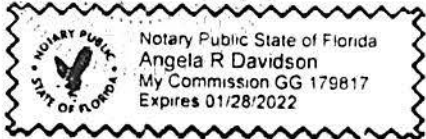
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 17 day of September, 2019 by Jose Murguido of Zyscovich, 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: 11/28/2022

(SEAL)



Angela R. Davidson
Signature, Notary Public

ANGELA R. DAVIDSON
Printed Name of Notary