

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

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

This First Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and ACAI Associates, Inc. ("Project Consultant") for architectural/engineering services dated the 7<sup>th</sup> day of February, 2017, is entered into this 10<sup>th</sup> day of December, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Hollywood Hills High School  
Project No. P.001806  
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 7<sup>th</sup> day of February, 2017, is in full force and effect; and

WHEREAS, it has been determined that it is in the best interest of the owner to revise the 100% Construction Documents to require the repair, not replacement, of the existing canopy between Buildings 5 and 7; and

WHEREAS, the Project Consultant and Owner have negotiated additional fees to revise the 100% Construction Documents in the amount of \$12,743; and

WHEREAS, the originally contemplated a construction duration of 395 days was subsequently increased to 760 days via Board-approval of GMP Amendment No. 1 on March 19, 2019; and

WHEREAS, the increased construction duration resulted in the need for an additional 365 days of Construction Administration services by the Consultant; and

WHEREAS, the Project Consultant and Owner negotiated additional fees for the extended Construction Administration services in the amount of \$153,100, which after deducting \$14,700 for delays results in a net increase of Basic Fees in the amount of \$167,800.

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 perform all Contract Administration duties associated with the revised scope changes and increases, additional submittals, extended services, site visits, OAC Meetings resulting in a net increase to the Project Consultant’s Basic Fees in the total amount of \$180,543 as set forth below:

	<b>Original PSA Amounts</b>	<b>Description</b>	<b>First Amendment Revisions</b>	<b>Revised Amount</b>
Basic Fees	\$840,000	Increase in Fees for Covered Walkway Scope Revisions	\$12,743	<b>\$1,020,543</b>
		Increase in Contract Administration Fees for Scope Revisions	\$167,800	
Allowances	\$135,000	N/A		<b>\$135,000</b>
Supplemental Services	\$0	N/A	\$0	<b>\$0</b>
<b>Total</b>	<b>\$975,000</b>	<b>N/A</b>	<b>\$180,543</b>	<b>\$1,155,543</b>

1. **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.

2. **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 First Amendment to Agreement; then
- b) the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this First 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 \_\_\_\_\_  
Donna P. Korn, 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**



[Signature]  
\_\_\_\_\_, Secretary

ACAI Associates, Inc.  
By [Signature]  
Adolfo J. Cotilla, Jr., President

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

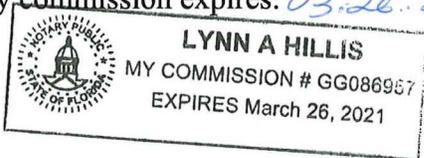
AAC 001323  
Project Consultant's Registration Number

STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2019 by Adolfo J. Cotilla, Jr. 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: 03.26.2021



(SEAL)

[Signature]  
\_\_\_\_\_  
Signature, Notary Public

Lynn A Hillis  
\_\_\_\_\_  
Printed Name of Notary