

**FOURTH 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 10th day of December, 2019 by and between the Owner and the Project Consultant.

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

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between 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 22, 2017, by the Second Amendment dated March 20, 2018, by the Third Amendment dated October 16, 2018, and this Fourth Amendment; and

WHEREAS, pursuant to Article 1.5.1.4 of the Agreement, the initial Project Consultant's fee for the Project was established as a percentage of the initial construction budget using the fee chart located in Attachment 6.b of the Agreement; and

WHEREAS, pursuant to Article 1.5.1.4 and Attachment 6.b of the Agreement, the initial Project Consultant's basic fees for the Project of \$298,395 was established as 8.50% of the original Fixed Limit of Construction Cost (FLCC) of \$3,511,059; and

WHEREAS, pursuant to Article 2.1.2 of the Agreement, the Design Professional's fee shall be based upon the awarded contract amount and shall be adjusted for any project scope changes and construction cost increases approved by the Owner; and

WHEREAS, on September 17, 2019 the Board approved the recommendation to award the Construction Agreement for this Project to West Construction, Inc. for a lump sum of \$7,978,709 in addition to approving additional funding in the amount of \$5,449,080; and

WHEREAS, a portion of this additional funding was used to increase the FLCC from \$3,511,059 to \$7,978,709; and

WHEREAS, pursuant to Article 2.1.2 and Attachment 6.b of the Agreement, the Project Consultant has requested an Amendment based on the increase to the FLCC that will increase basic fees by the amount of \$272,402. Included in this fee increase is a fee reduction in the amount of \$28,000 due to an extended deliverable time; and

WHEREAS, CBRE | Heery and Atkins North America, Inc. has evaluated this request and determined that the increase is fair and reasonable based on Attachment 6.b of the Agreement which contains a fee percentage table based on construction contract ranges and project complexity.

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 receive additional compensation for basic fees as set forth below:

	Original PSA Amounts	First Amendment Revision Amounts	Second Amendment Revision Amounts	Third Amendment Revision Amounts	Description	Third Amendment Revision Amounts	Revised Amounts
Basic Fees	\$298,395	\$5,230	N/A	\$39,500	Adjustment Associated with Increase to FLCC	\$272,402	\$615,527
Allowances	\$30,005	N/A	N/A	\$3,000	N/A	N/A	\$33,005
Supplemental Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL	\$328,400	\$5,230	N/A	\$42,500	N/A	\$272,402	\$648,532

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.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth 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)

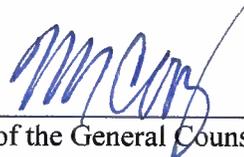
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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

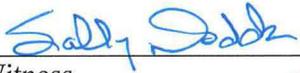
WILLIAMSON DACAR ASSOCIATES, INC.

ATTEST:

By 
Theodore J. Williamson, President

, Secretary

-or-


Witness


Witness

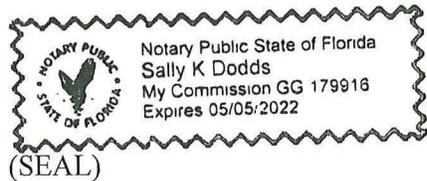
AA 0002541
Project Consultant's Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8 day of October, 2019 by THEORDORE 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:




Signature, Notary Public

Sally Dodds
Printed Name of Notary