

**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 LIVS Associates, LLC (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 24th day of July, 2018, is entered into this 4th day of February, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Stranahan High School**
 Project No. P.002163
 Cafeteria Additions / Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 24th day of July, 2018, is in full force and effect; and

WHEREAS, the Project's construction cost estimate performed at the 50% completion of construction drawings exceeded the Project's Fixed Limit Constructions Costs (FLCC) due to the changes necessitated as a result of unforeseen conditions that were not evident during the planning stages. These changes include, but not limited to, existing structural deficiencies such as joist attachment; concrete masonry unit reinforcement; concrete floor joist integrity; and electrical code deficiencies that require panel upgrades; and

WHEREAS, it was determined that cost reduction efforts were needed to the Project's design to stay within range of the FLCC; and

WHEREAS, the cost-reduction efforts include: keeping existing walkways in place; reusing existing chilled water lines that were determined to be in useful condition; reducing overall building height; and reducing storefront glazing on the walls that are adjacent to the existing building; and

WHEREAS, Staff and the Project Consultant have negotiated a modification of the design schedule to include time for redesign for incorporation of cost-reduction efforts; and WHEREAS, Staff and the Project Consultant have negotiated a proposed increase to basic fees for the re-design of the 50% construction drawings in the amount of \$90,117, and an increase in Allowances for additional reproduction costs in the amount of \$3,500, and an increase in Supplemental Services for unforeseen design elements in the amount of \$27,884; and

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 First Amendment to the agreement will result in a net increase to the Project Consultant’s Basic Fees in the amount of \$121,501; and

| | Original PSA Amounts | First Amendment Revisions | Description | Revised Amount |
|-----------------------|-----------------------------|----------------------------------|---|-----------------------|
| Basic Fees | \$470,000 | \$90,117 | Redesign of the 50% Drawings | \$560,117 |
| Allowances | \$48,000 | \$3,500 | Additional Reproduction Costs | \$51,500 |
| Supplemental Services | \$25,000 | \$27,884 | Increase for unforeseen design elements | \$52,884 |
| Total | \$543,000 | \$121,501 | N/A | \$664,501 |

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

5. **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.

(Remainder of page intentionally left blank)

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

(Remainder of page intentionally left blank)



FOR PROJECT CONSULTANT

LIVS Associates, LLC

By [Signature]
Felix A. Rosabal, President

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

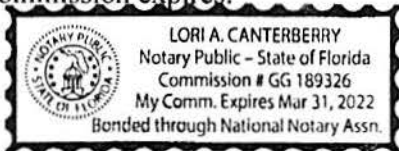
AR0014717
Project Consultant's Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)
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The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21 day of January, 2020 by Felix A. Rosabal of LIVS Associates, LLC on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification FL Drivers License and did/did not first take an oath.

My commission expires:



(SEAL)

[Signature]
Signature, Notary Public

Lori A. Canterberry
Printed Name of Notary