

**FIFTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

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

This Fifth 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 4th day of February, 2020 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, the Second Amendment dated February 20, 2019, the Third Amendment dated August 6, 2019 and the Fourth Amendment dated October 2, 2019; and

WHEREAS, on June 7, 2019, a meeting between CBRE | Heery, District staff and the Project Consultant resulted in a decision to add technology, fire-safety and security elements to the Project ("Scope Enhancements"); and

WHEREAS, the Project Consultant agrees to perform all design services required to incorporate the above-noted Scope Enhancements in exchange for a \$8,500 increase to its Basic Service Fee, and a \$500 increase to its Reproduction Allowance, and a \$20,000 increase to its Supplemental Services Allowance for unforeseen required drawing changes during construction.

WHEREAS, the Owner's Program Manager, CBRE | Heery and District staff have successfully negotiated and hereby recommend such additional fees as set forth herein above and 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	Fourth Amendment Amount	Description	Fifth Amendment Amount	Revised Amount
Basic Fees	\$910,000	\$686,000	\$39,440	N/A	\$17,350	Increase in Basic Fees to perform all related design	\$8,500	\$1,661,290
Reproduction Expenses Allowance	\$20,000	\$25,000	N/A	N/A	\$2,000	Revised Sheets	\$500	\$112,500
Non Destructive/ Destructive Allowance	\$20,000	\$5,000	N/A	N/A	N/A	N/A	N/A	
Site Survey Allowance	\$15,000	\$25,000	N/A	N/A	N/A	N/A	N/A	
Supplemental Services	N/A	\$28,950	N/A	N/A	N/A	Unforeseen Design Changes	\$20,000	\$48,950
Total	\$965,000	\$769,950	\$39,440	---	\$19,350	---	\$29,000	\$1,822,740

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 Fifth Amendment to Agreement; then
- b) this Fourth Amendment to Agreement; then
- c) the Third Amendment to Agreement; then
- d) the Second Amendment to Agreement; then
- e) the First Amendment to Agreement; then
- f) the Agreement.

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

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

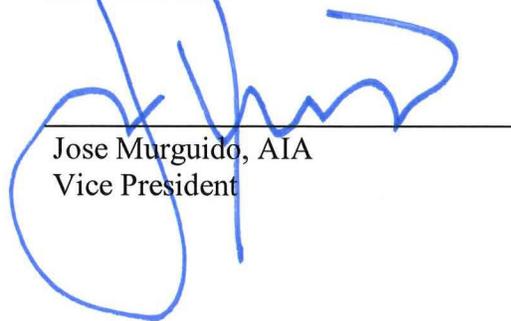
(Corporate Seal)

ATTEST:



_____, Secretary

Zyscovich, Inc.



Jose Murguido, AIA
Vice President

Debra Vanzanti

DEBRA VANZANTI, Witness

Adriana Santana

ADRIANA SANTANA, Witness

AR0010670
Project Consultant's
Registration Number

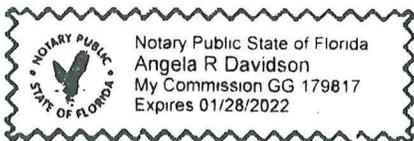
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 17 day of JANUARY, 2020 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:

(SEAL)



Angela R Davidson
Signature, Notary Public

ANGELA R. DAVIDSON
Printed Name of Notary