

**THIRD 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 Zyscovich, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 16<sup>th</sup> day of May, 2017, is entered into this 21<sup>st</sup> day of July, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Falcon Cove Middle School**  
**Project No. P.001902**  
**SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 16<sup>th</sup> day of May, 2017, is in full force and effect as revised by the First Amendment dated July 24, 2018, the Second Amendment dated August 6, 2019; and

WHEREAS, on February 18, 2020, a meeting between CBRE | Heery, District IT staff and the Project Consultant resulted in a decision to add additional cameras, outlets, raceways for BDA, media cabinet additions not carried during design, additional security cameras, IT outlets added based on the revised IT drawings provided to coordinate new addition rooms 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 \$13,500 increase to its Basic Service Fee, and a \$500 increase to its Reproduction Allowance; and

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 additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Second Amendment Amount	Description	Third Amendment Amount	Revised Amount
<b>Basic Fees</b>	\$625,000	\$374,999	\$0	Technology Elements Increase in Scope	\$13,500	\$1,013,499
<b>Supplemental Services</b>	\$60,000	\$14,880	\$0	N/A	\$0	\$74,880
<b>Allowances</b>	\$55,000	\$50,000	\$0	Reproduction Allowances	\$500	\$105,500
<b>Total</b>	<b>\$740,000</b>	<b>\$439,879</b>	<b>\$0</b>	---	<b>\$14,000</b>	<b>\$1,193,879</b>

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 Third Amendment to Agreement; then
- b) the Second Amendment to Agreement; then
- c) the First Amendment to Agreement; then
- d) the Agreement.

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

**(Remainder of page intentionally left blank)**

IN WITNESS WHEREOF, the parties hereto have caused this Third 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



Zyscovich, Inc.  
\_\_\_\_\_  
Jose Murguido, AIA  
Vice President

Vanessa Verde  
\_\_\_\_\_

Vanessa Verde, Witness

Stephanie Wilson  
\_\_\_\_\_

Stephanie Wilson, Witness

AR0010670  
Project Consultant's  
Registration Number

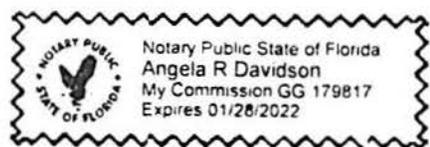
STATE OF FLORIDA )  
                                  )  
COUNTY OF ~~BROWARD~~ )  
                                  DADE

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 26 day of JUNE, 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: 1/28/2022

(SEAL)



Angela R Davidson  
\_\_\_\_\_  
Signature, Notary Public

ANGELA R. DAVIDSON  
\_\_\_\_\_  
Printed Name of Notary