

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

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

This Fourth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and ACAI Associates, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 16th day of August, 2016, is entered into this 19th day of August, 2020 by and between the Owner and the Project Consultant.

For the project known as: **Northeast High School
Project No. P.001684
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 May 2, 2017, and by the Second Amendment dated June 27, 2017, and by the Third Amendment dated December 18, 2018; and

WHEREAS, on November 1, 2016, the School Board approved a Construction Manager at Risk ("CMAR") Agreement with Gilbane Building Company ("Gilbane") for the Project; and

WHEREAS, at a Special School Board Meeting held on September 26, 2017, the School Board approved Guaranteed Maximum Price ("GMP") Amendment 1 with Gilbane for the Single Point of Entry scope of work at the Project and

WHEREAS, on June 25, 2019, after failing to reach agreement on GMP 2 for the remainder of the Project, the School Board approved the termination of the CMAR Agreement with Gilbane without cause; and

WHEREAS, on August 13, 2019, the School Board approved a CMAR Agreement with successor Construction Manager, Pirtle Construction Company ("Pirtle"); and

WHEREAS, after Pirtle worked together with the Project Consultant to refine the scope of work, on April 21, 2020, the School Board approved Pirtle's GMP 2 in the amount of \$19,996,611 for SMART Program Renovations; and

WHEREAS, the refinement of the scope of work identified in GMP 2 requires modification of the construction documents to include: the removal of fire sprinkler service

in Building 12; add fire sprinklers to Buildings 6 and 7; descope fire sprinklers in Building 18; descope the fire line in Building 12; add fire line supply to Buildings 6 and 7; add stormwater drainage for Building 3; repair damaged roof soffit at Building 12; and

WHEREAS, the original anticipated a construction duration of 395 days was subsequently extended to 878 days via Board-approval of GMP 2 on April 21, 2020. The extended construction duration resulted in the need for an additional 483 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 \$317,181.26; and

WHEREAS, the Project Consultant agrees to perform all design services required to incorporate the above-referenced scope modifications for a total increase to Basic Services Fees in the amount of \$354,722.26 and a \$10,000 increase to Supplemental Services; 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 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 revision in Scope for the Project identified in Table 1 on page 3 of this Fourth Amendment.

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.

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Description	Fourth Amendment Amount	Revised Amount
Basic Fees	\$880,000	\$30,300	N/A	\$37,597	\$26,648 fee increase associated with changes to Fire Sprinklers and Stormwater Drainage and repairs to damaged roof	\$354,722.26	\$1,302,619.26
					\$5,093 fee increase associated with Stormwater Drainage		
					\$5,800 associated with repairs to storm damaged roof soffit		
					\$317,181.26 increased for Contract Administration Fees for Scope Revisions		
Allowances	\$75,000	N/A	\$16,500	N/A	N/A	N/A	\$91,500
Supplemental Services	N/A	N/A	N/A	N/A	N/A	\$10,000	\$10,000
Total	\$955,000	\$30,300	\$16,500	\$37,597	\$364,722.26	\$1,404,119.26

Table 1

(Remainder of page intentionally left blank)

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

(SEAL)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

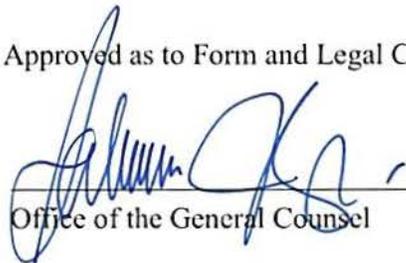
By _____

Donna P. Korn, Chair

ATTEST

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

ACAI Associates, Inc.

By [Signature]
Adolfo J. Cotilla, Jr
President

ATTEST:

[Signature]
Adolfo J. Cotilla, Jr., Secretary

-or-

Nancy Andrews
Witness
[Signature]
Witness

AAC 001323
Project Consultant's Registration Number

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10th day of August, 2020 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