

**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 M.C. Harry & Associates, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of October, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Broadview Elementary School
Project No. P.001638
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of June, 2016, is in full force and effect as revised by the First Amendment dated 8th day of August, 2017, and the Second Amendment dated the 20th day of March 2018; and

WHEREAS, pursuant to Article 2.1.2 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, the initial Project Consultant's fee for the Project of \$123,122 was established at approximately 10.00% of the original Fixed Limit of Construction Cost (FLCC) of \$1,231,220; and

WHEREAS, pursuant to Article 2.1.2 of the Agreement, the Project Consultant'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 July 21, 2020 the Board approved the recommendation to award the Construction Agreement for this Project to OAC Action Construction Corp. for a lump sum of \$4,381,582; and

WHEREAS, a portion of this additional funding was used to increase the FLCC from \$1,231,220 to \$4,381,582; and

WHEREAS, pursuant to Article 2.1.2 and Attachment 6.b of the Agreement, the Project Consultant has requested a fee adjustment based on the increase to the FLCC that will increase basic fees in the net amount of \$158,358, which was calculated as \$394,342 (9.00% of the adjusted FLCC), minus the original fee of \$123,122, minus the First Amendment fee increase of \$88,362, minus a negotiated credit from the Project Consultant in the amount of \$24,500; 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	Third Amendment Amount	Description	Revised Amount
Basic Fees	\$123,122	\$88,362	\$0	\$158,358	Net fee increase associated with increase to FLCC minus \$24,500 negotiated credit	\$369,842
Reimbursable Expenses	\$24,878	\$0	\$0	\$0	N/A	\$24,878
Supplemental Allowances	\$0	\$10,000	\$0	\$0	N/A	\$10,000
Total	\$148,000	\$98,362	\$0	\$158,358	---	\$404,720

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)

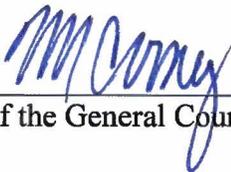
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

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

M.C. HARRY & ASSOCIATES, Inc.


Craig Aquart, AIA, President

(Corporate Seal)

ATTEST:


Lourdes Solera, Secretary

-or-

_____, Witness

_____, Witness

AZ96477

Project Consultant's
Registration Number

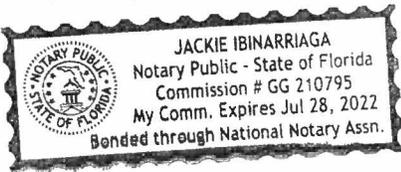
STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24 day of Sept, 2020 by **Craig Aquart** of **M.C. Harry & 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:

(SEAL)





Signature, Notary Public
Jackie Ibinarriga

Printed Name of Notary