

**THIRDA MENDMENT
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 Wolfberg/Alvarez and Partners, 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 February, 2020 by and between the Owner and the Project Consultant.

For the Project known as: **Blanche Ely High School
Project No. P.001646
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 June 13, 2017 and the Second Amendment dated October 2, 2018; and

WHEREAS, the range and extent of the originally-contemplated re-roofing scope of work for this Project has been significantly increased to accommodate existing roofing deficiencies; and

WHEREAS, such changes to the scope and schedule of the Project, the Owner's requirements from the Project Consultant have substantially increased; and

WHEREAS, as a result of these significant changes, staff negotiated a change to the agreement with the Construction Manager increasing the construction duration from 400 calendar days to 836 calendar days; and

WHEREAS, the increase to the construction duration requires an increase in Construction Administration services required from the Project Consultant; and

WHEREAS, to accommodate the aforementioned increases to the construction duration and Project scope, staff negotiated fee increases consisting of \$42,340 for re-roofing scope, \$39,018 for roof drainage, \$2,915 for submittals, \$75,242 for Construction Administration services, \$24,703 for additional site visits and \$23,432 for added progress meetings; and

WHEREAS, in addition to fee increases associated with scope and schedule changes, the Owner is entitled to a fee CREDIT for delays to the completion design documents pursuant to Article 10.1.3 of the Agreement in the amount of (\$27,650); and

WHEREAS, the increase in fees and CREDIT delays results in a net fee increase to the Agreement in the amount of \$180,000.

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 the duties associated with the re-roofing scope, roof drainage scope, additional submittals, extended services, site visit, OAC Meetings and provide a credit for schedule delays as set forth below:

	Original Amount	First Amendment Revisions	Second Amendment Amount	Description	Third Amendment Amount	Revised Amount
Basic Fees	\$862,400	\$0	\$0	Increase for Additional Re-roofing scope	\$42,340	\$1,042,000
				Increase for Additional Roof Drainage scope	\$39,018	
				Increase for Additional Submittals	\$2,915	
				Increase for extended services	\$75,242	
				Increase for Site Visits	\$24,703	
				Increase for OAC Meetings	\$23,432	
				Decrease for Schedule Delays	(\$27,650)	
Allowances	\$49,500	\$22,932	\$7,500	N/A	\$0	\$79,932
Total	\$911,900	\$22,932	\$7,500	N/A	\$180,000	\$1,122,332

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;
 - d. then 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.

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.

[Remainder of page intentionally left blank]

FOR OWNER

(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



(Corporate Seal)

ATTEST:

_____, Secretary

Wolfberg/Alvarez and Partners, Inc.

Marcel R. Morlote, President

Raul J. Estevez, Witness

Nancy Lavelanet, Witness

AA0002416 EB0002354

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, by Marcel R. Morlote of Wolfberg/Alvarez and Partners, 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: Oct. 16, 2020

(SEAL)



ODALIS VIDAL
MY COMMISSION # GG 033720
EXPIRES: October 16, 2020
Bonded Thru Budget Notary Services

Signature, Notary Public

Odalis Vidal

Printed Name of Notary