

**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 and Associates (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21<sup>st</sup> day of June, 2016, is entered into this 14th day of April, 2020 by and between the Owner and the Project Consultant.

For the Project known as:     **Maplewood Elementary School  
Project No. P.001639  
SMART Program Renovations**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21<sup>st</sup> day of June, 2016, is in full force and effect as revised by the First Amendment dated August 8, 2017 and the Second Amendment dated March 20, 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 \$152,075 was established at 10% of the original Fixed Limit of Construction Cost (FLCC) of \$1,520,754; 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 December 10, 2019 the Board approved the recommendation to award the Construction Agreement for this Project to Lunacon Engineering Group, Corp. for a lump sum of \$3,507,115 in addition to approving additional funding in the amount of \$2,295,826; and

WHEREAS, a portion of this additional funding was used to increase the FLCC from \$1,520,754 to \$3,507,115; 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 amount of \$134,455. Included in this fee increase is a fee reduction in the amount of \$11,050 due to delays associated with deliverables; and

WHEREAS, CBRE | Heery and Atkins North America, Inc. have evaluated this request and determined that the increase is fair and reasonable based on Attachment 6.b of the Agreement which contains a fee percentage table based on construction contract ranges and project complexity.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Project Consultant, 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 receive additional compensation for basic fees as set forth below:

	<b>Original Amount</b>	<b>First Amendment Revisions</b>	<b>Second Amendment Revisions</b>	<b>Description</b>	<b>Third Amendment Amount</b>	<b>Revised Amount</b>
<b>Basic Fee</b>	\$152,075	\$35,595	\$0	Adjustment Associated with Increase to FLCC	\$134,455	\$322,125
<b>Supplemental Services</b>	\$24,925	\$15,000	\$0	N/A	\$0	\$39,925
<b>Total</b>	<b>\$177,000</b>	<b>\$50,595</b>	<b>\$0</b>	<b>N/A</b>	<b>\$134,455</b>	<b>\$362,050</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 Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second 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.

**FOR OWNER**

(SEAL)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST

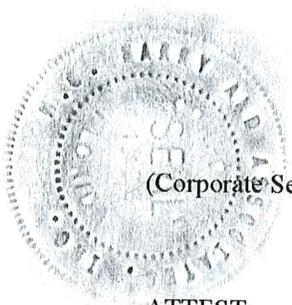
By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

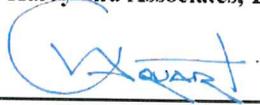
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(Corporate Seal)

**FOR PROJECT CONSULTANT**

M.C. Harry and Associates, Inc.

By   
Craig Aquart, President

ATTEST:



Lourdes Solera, FAIA, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

AR96477

\_\_\_\_\_  
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 23 day of March, 2020 by Craig Aquart of M.C. Harry and 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:  
May 24, 2021



\_\_\_\_\_  
Signature, Notary Public

Elena Costa

\_\_\_\_\_  
Printed Name of Notary

(SEAL)

