

**AMENDMENT #5 TO AGREEMENT BETWEEN OWNER AND DESIGN  
PROFESSIONAL  
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES  
SARASOTA HIGH SCHOOL – RENOVATION AND NEW CONSTRUCTION**

THIS AMENDMENT #5 to Agreement Between Owner and Design Professional for Design and Construction Administration Services is entered into this 16<sup>th</sup> day of **February, 2016**, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Owner") and **Harvard Jolly, Inc.** (the "Design Professional").

**RECITALS**

A. The Owner and the Design Professional entered into an Agreement Between Owner and Design Professional for Design and Construction Administration Services for the **Sarasota High School Renovation and New Construction** Project (the "Agreement"), dated **May 1, 2012**.

B. The parties hereto desire to modify the Agreement, and hereby enter into this Amendment #1 to memorialize this modification.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties do hereby agree as follows:

1. The Agreement amount is hereby modified to include fees for all services included in this agreement. The total fee amount of this Agreement is **\$1,801,945.00**.

2. Exhibits "A" and "B" dated **January 27, 2016**, attached to this Amendment #5, shall replace those originally issued with the Agreement.

3. The parties acknowledge and agree that, except as otherwise expressly modified or amended herein, the remainder of the terms of the Agreement shall remain in full force and effect.

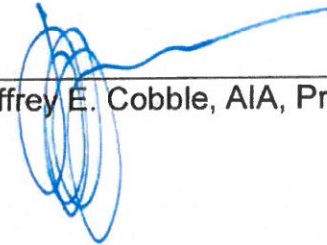
4. Where there is any conflict between the terms of this Amendment #5 and any terms of the Agreement, the terms of this Amendment #1 shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the date first above written.

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

HARVARD JOLLY, INC.

BY: \_\_\_\_\_  
Shirley Brown, Chair

BY:  \_\_\_\_\_  
Jeffrey E. Cobble, AIA, President

Approved for Legal Content  
May 2014 by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: MG

EXHIBIT "A"

 **AIA** Document G802™ – 2007

**Amendment to the Professional Services Agreement**

Amendment Number: 005

**TO:** The School Board of Sarasota County, Florida  
(Owner or Owner's Representative)

In accordance with the Agreement dated: May 1, 2012

**BETWEEN** the Owner:  
(Name and address)  
The School Board of Sarasota County, Florida  
1960 Landings Blvd.  
Sarasota, FL 34231

and the Architect:  
(Name and address)  
Harvard Jolly, Inc.  
2714 Dr. ML King Jr. St. N.  
St. Petersburg, FL 33704

for the Project:  
(Name and address)  
12028.00 - SBSC - Sarasota High School Addition and Renovation


Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As follows:  
Additional services for scope of work associated with Building 1 furniture selection. Add Services #5 is proposed as a lump sum fee of \$16,625 per the attached proposal letter dated September 25, 2015.

The following adjustments shall be made to compensation and time.  
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:  
Additional Services #5 - Lump Sum \$16,625.00 - This Amendment

Time:  
N/A

<b>SUBMITTED BY:</b>	<b>AGREED TO:</b>
	
(Signature)	(Signature)
WILLIAM B. HARVARD, JR. CHAIRMAN/CEO	
(Printed name and title)	(Printed name and title)
(Date) 1/27/16	(Date)

**EXHIBIT "B"**  
**INVOICE FOR PROFESSIONAL SERVICES**

TO: The School Board of Sarasota County, Florida  
Construction Services Department  
7895 Fruitville Road  
Sarasota, FL 34240

ATTN: Paul Pitcher  
ARCHITECT: Jeffrey E. Cobble, Executive Vice President  
Harvard Jolly, Inc.  
2714 Dr. Martin Luther King Jr. Street North  
St. Petersburg, FL 33704

INVOICE NO.: \_\_\_\_\_  
DATE: \_\_\_\_\_

RE: School Board Project Name: **Sarasota High School Renovation**

School Board Project No.: **3055** School Board Contract No. : \_\_\_\_\_  
Professional Project No.: **12028.00**

SERVICE	SCHEDULED VALUE	% COMPLETE	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Schematic Design Phase 10%	\$ 149,698.50	100.00%	\$ 149,698.50	\$ -	\$ -
Design Development Phase 20%	\$ 299,397.00	100.00%	\$ 299,397.00	\$ -	\$ -
Construction Document Ph 35%	\$ 523,944.75	100.00%	\$ 523,944.75	\$ -	\$ -
Bidding/Negotiation Phase 5%	\$ 74,849.25	100.00%	\$ 74,849.25	\$ -	\$ -
Construction Admin Ph 20%	\$ 299,397.00	68.54%	\$ 205,202.75	\$ -	\$ -
Final Acceptance 10%	\$ 149,698.50	0.00%	\$ -	\$ -	\$ -
Landscape Architect	\$ 25,000.00	38.00%	\$ 9,515.00	\$ -	\$ -
Kitchen Consultant	\$ 25,000.00	83.81%	\$ 20,953.90	\$ -	\$ -
Structural Analysis	\$ 18,010.00	100.00%	\$ 18,010.00	\$ -	\$ -
Design Charrette Process	\$ 30,000.00	99.00%	\$ 29,810.00	\$ -	\$ -
21st Century	\$ 50,000.00	97.56%	\$ 48,782.50	\$ -	\$ -
B13 & B14 Renovations	\$ 29,010.00	100.00%	\$ 29,010.00	\$ -	\$ -
Portable Relocation (Amd #2)	\$ 5,695.00	100.00%	\$ 5,695.00	\$ -	\$ -
Add Svc #2 (Amnd #3)	\$ 74,720.00	100.00%	\$ 74,720.00	\$ -	\$ -
Amendment #4	\$ 20,900.00	0.00%	\$ -	\$ -	\$ -
Amendment #5	\$ 16,625.00				
Total Reimbursables	\$ 10,000.00	35.92%	\$ 3,592.78	\$ -	\$ -
Grand Total	\$ 1,801,945.00	82.86%	\$ 1,493,181.43	\$ -	\$ -

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE: \$ -

CERTIFIED TRUE AND CORRECT BY: William B. Harvard, Jr. (Signature of Architect) 1/27/14 (Date)

Typed Name and Title: William B. Harvard, Jr. Chairman/CEO

(For School Board Use ONLY)