

AMENDMENT #3 TO AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
BOOKER HIGH SCHOOL RE-BUILD

THIS AMENDMENT #3 to Agreement Between Owner and Architect for Design and Construction Administration Services is entered into this 8th day of January, 2013, 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 "Architect").

R E C I T A L S

A. The Owner and the Architect entered into an Agreement Between Owner and Architect for Design and Construction Administration Services for the Booker High School Re-build (the "Agreement"), dated November 3, 2009.

B. The parties modified the "Agreement" on May 4, 2010 through the execution of "Amendment #1" to the "Agreement Between Owner and Architect for Design and Construction Administration Services" and then again on August 17, 2010 through the execution of "Amendment #2" to the "Agreement Between Owner and Architect for Design and Construction Administration Services".

C. The parties hereto desire to further modify the Agreement to include Additional Services requested from Owner to complete the project.

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

1. The total amount payable to the Architect under this Agreement for all services is \$3,914,829.00, as reflected and itemized on the attached Exhibit "D". Exhibit "D", which is

dated December 7, 2012, is hereby incorporated into and included as an Exhibit to the Agreement.

2. The attached Exhibits "A" and "B", both of which are dated December 7, 2012, hereby replace the Exhibits "A" and "B" which had been previously attached to Amendment #2. All references within the Agreement to either Exhibits "A" or "B" shall now apply to the Exhibits "A" and "B" dated December 7, 2012 attached hereto.

3. The attached Exhibit "C" Project Schedule, dated 7/27/10, shall be the Exhibit "C" Project Schedule referenced and identified in the Agreement.

4. 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.

5. Where there is any direct conflict between the terms of this Amendment #3 and any terms of the Agreement or of Amendment #1 and Amendment #2, the terms of this Amendment #3 shall control.

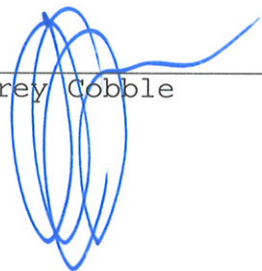
IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

HARVARD JOLLY, INC.

BY: _____
Jane Goodwin, Chair

BY: _____
Jeffrey Cobble



Approved for Legal Content
July 29, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: MG