

**AMENDMENT #5 TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

**Booker Middle School HVAC Renovation Project**

THIS AMENDMENT #5 to Agreement between Owner and Architect for Design and Construction Administration Services is entered into this 22nd day of July, 2014, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Owner") and Sweet Sparkman Architects 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 Middle School HVAC Renovation Project (the "Agreement"), dated February 7, 2012.

B. The parties hereto desire to modify the Agreement, and hereby enter into this AMENDMENT #5 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 \$639,192.50.

2. Exhibits "A" and "B" dated July 22, 2014, attached to this AMENDMENT #5, shall replace those originally issued with the Agreement. Exhibit "E" is being added to the contract to set forth the scope of work for AMENDMENT #5.

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 #5 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

Sweet Sparkman Architects, Inc.

BY: \_\_\_\_\_  
Jane Goodwin, Board Chair

BY:  \_\_\_\_\_  
Todd M. Sweet, Principal

Approved for Legal Content  
February 17, 2010, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: MG

**EXHIBIT "A"**  
**INVOICE FOR PROFESSIONAL SERVICES**

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

ATTN: Ernest DuBose II, Project Manager

ARCHITECT: Sweet Sparkman Architects Inc.  
 2168 Main Street  
 Sarasota, FL 34237

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

RE: School Board Project Name: Booker Middle School - HVAC Renovation

School Board Project No.: 3284 School Board Contract No. : \_\_\_\_\_

Professional Project No.: \_\_\_\_\_

SERVICE	SCHEDULED VALUE	% COMPLETE	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Schematic Design Phase 10%	\$ 48,100.00				\$ -
Design Development Phase 20%	\$ 96,200.00				\$ -
Construction Document Phase 35%	\$ 166,700.00				\$ -
Bidding/Negotiation Phase 5%	\$ 37,000.00				\$ -
Construction Administration Phase 20%	\$ 148,000.00				\$ -
Final Acceptance 10%	\$ 74,000.00				\$ -
Total Fee 100%	\$ 570,000.00		\$ -	\$ -	\$ -
Total Add'l Services	\$ 69,192.50		\$ -	\$ -	\$ -
Total Reimbursables	\$ -		\$ -	\$ -	\$ -
Grand Total	\$ 639,192.50		\$ -	\$ -	\$ -

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE: \$ -

CERTIFIED TRUE AND CORRECT BY:  07/22/2014  
 (Signature of Architect) (Date)

Typed Name and Title: Todd Sweet, Principal

(For School Board Use ONLY)

Recommended for Payment by: Ernest F. DuBose II 07/22/2014  
 (Signature of Project Manager) (Date)

Digitally signed by Ernest F. DuBose II  
 DN: cn=Ernest F. DuBose II, o=Construction Services  
 Department, ou=Business,  
 email=ernest\_dubose@sarasotacountysschools.net, c=US  
 Date: 2014.07.01 13:37:45 -04'00'

**PROFESSIONAL SERVICES INVOICE FOR AMENDMENTS / ADDITIONAL SERVICES**

AMENDMENT # / ADD. SERVICES (INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
B.1.1 - SWFWMD Permit	\$ 5,000.00				\$ -
B.1.6 - Civil Engineering	\$ 10,000.00				\$ -
B.1.9 - Amendment #1	\$ 21,310.00				\$ -
B.1.10 - Amendment #2	\$ 7,555.00				\$ -
B.1.11 - Amendment #3	\$ 11,895.00				\$ -
B.1.12 - Amendment #4	\$ 10,085.00				\$ -
B.1.12 - Amendment #5	\$ 3,347.50				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL AMENDMENTS/ADD'L SERVICES	\$ 69,192.50		\$ -	\$ -	\$ -

**ATTACH DOCUMENTATION TO SUPPORT ADDITIONAL SERVICES ITEMS.**

CERTIFIED TRUE AND CORRECT BY:

  
 (Signature of Architect)  
 Ernest F. DuBose II  
 (Signature of Project Manager)

07/22/2014  
(Date)

Typed Name and Title: **Todd Sweet, Principal**

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(For School Board Use ONLY)

07/22/2014  
(Date)

Digitally signed by Ernest F. DuBose II  
 DN: cn=Ernest F. DuBose II, o=Construction Services Department,  
 ou=Business, email=ernest\_dubose@sarasotacountychool.net,  
 c=US  
 Date: 2014.07.01 13:37:57 -0400





**EXHIBIT "B"**  
**SCHEDULE OF ADDITIONAL SERVICES**

**B.1 ADDITIONAL SERVICES**

**B.1.1** On-site surface water management and drainage conceptual studies with professional guidance, reports, recommendations, biologist studies of wet areas, water retention design, filing of applications for administrative permits and for approvals of The Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection as required for development of the proposed project shall not exceed \$5,000.00.

**B.1.2** Off-site Surface Water Management and Drainage Conceptual Studies with professional guidance, reports, recommendations, biologist studies of wet areas, water retention design, filing of applications for administrative permits and for approvals of The Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection as required for development of the proposed project shall not exceed \$ N/A .

**B.1.3** Traffic impact studies, reports, recommendations and professional guidance performed by professionally trained consultants, traffic light request applications, as required by the public agencies having jurisdiction of the Project, for the purpose of preparing suggestions and recommendations for appropriate traffic circulation, ingress and egress to and from the site for off site roadways providing of professional services for the filing of applications for administrative permits and securing approvals for traffic concepts to be utilized in developing the Master Plan for proposed development of the property. Compensation for professional services shall not exceed:

**B1.3.1:**       \$ N/A for study and report.

**B1.3.2:**       \$ N/A for design and construction documents to implement governmental agency requests.

**B1.3.3:**       \$ N/A for professional services related to the design and/or construction of roadways, pavement or traffic improvements off-site.

**B.1.4** Professional Services to coordinate, and filing of applications for permits and approvals, furnish design, construction documents, and construction administration for the installation of water supply and sewer for off-site utilities, shall not exceed \$ N/A .

**B.1.5** Professional Services to coordinate, filing of applications for permits and approvals, furnish design, construction documents, and construction administration for areas regulated by the Florida Department of Environmental Protection for project development shall not exceed \$ N/A .

**B.1.6** Professional Services for full time inspection of sanitary sewer facilities designed by the Civil Engineer who shall be responsible for the completion of record drawings of all improvements required for certification to the appropriate governmental agencies shall not exceed \$ 10,000.00 .

**B.1.7** Professional Services to coordinate filing of applications for Rezoning, Special Exceptions and furnishing information for approvals to Governmental Agencies regulating project site development shall not exceed \$ N/A .

**B.1.8** Professional Services to coordinate, furnish design and data to utility company for electrical services to the project site shall not exceed \$ N/A

**B.1.9** Amendment #1 – Professional Services to provide the necessary plan revisions to add one additional zone on to nine (9) multizone units servicing the Teacher Planning areas as requested by Facilities and convert the large Teacher Planning areas in each building into Computer Labs.

**B.1.10** Amendment #2 – Professional Services to provide the necessary plan revisions to add four CLASSROOM OF TOMORROW rooms to Building 7 and two to Building 8 as requested by the Executive Director of Middle Schools.

**B.1.11** Amendment #3 – Professional Services to provide the necessary plan revisions to add eleven (11) CLASSROOM OF TOMORROW rooms to Buildings 6, 9, 10, and 11 as requested by the Executive Director of Middle Schools and approved by the Director of Facilities Services.

**B.1.12** Amendment #4 – Professional Services to provide civil design, an electrical narrative and architectural coordination for a new amphitheater between buildings 1 and 3 as requested by the Principal and approved by the Director of Facilities Services.

**B.1.13** Amendment #5 (June 3, 2014) – Professional Services to provide architectural design and completion of additional renovations to the Administration Building #1.

**B.2 HOURLY RATES**

Principal Architect.....	<u>\$130.00</u>	per hr
Project Architect.....	<u>\$100.00</u>	per hr
Intern Architect.....	<u>\$85.00</u>	per hr
Architectural Draftperson.....	<u>\$75.00</u>	per hr
Clerical Staff.....	<u>\$45.00</u>	per hr
Educational Consultant.....	<u>\$ N/A</u>	per hr
Civil Engineer Principal.....	<u>\$150.00</u>	per hr
Civil Project Manager.....	<u>\$135.00</u>	per hr
Civil Project Engineer.....	<u>\$120.00</u>	per hr
Civil Design Engineer.....	<u>\$110.00</u>	per hr
Civil Draftperson.....	<u>\$75.00</u>	per hr
Two man survey crew.....	<u>\$ N/A</u>	per hr
Three man survey crew.....	<u>\$ N/A</u>	per hr
Clerical.....	<u>\$50.00</u>	per hr
Structural Engineer Principal.....	<u>\$90.00</u>	per hr
Structural Engineer Staff.....	<u>\$80.00</u>	per hr
Clerical.....	<u>\$35.00</u>	per hr
Mechanical Engineer Principal.....	<u>\$145.00</u>	per hr
Mechanical Engineer Staff.....	<u>\$130.00</u>	per hr
Mechanical Designer.....	<u>\$115.00</u>	per hr

Mechanical Draftperson.....	<u>\$70.00</u>	per hr
Electrical Engineer Principal.....	<u>\$145.00</u>	per hr
Electrical Draftperson.....	<u>\$70.00</u>	per hr
Clerical.....	<u>\$55.00</u>	per hr
Landscape Architect.....	<u>\$ N/A</u>	per hr
Landscape Planner.....	<u>\$ N/A</u>	per hr
Clerical.....	<u>\$ N/A</u>	per hr
Kitchen Consultant.....	<u>\$ N/A</u>	per hr



EXHIBIT 'E'

**AMENDMENT # 5 TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

12303

In accordance with the agreement dated: February 7, 2012

Between The School Board of Sarasota County, Florida and the Architect:

Sweet Sparkman Architects Inc., FKA TOTeMS Architecture, Inc.  
2168 Main St.  
Sarasota, Florida 34237

For the Project: Booker Middle School – HVAC Renovation

Authorization is approved to proceed with additional services as described below:

1. Renovations to the Building 1 Lobby to include the following:

- Keep height of back wall and fill-in center opening
- Remove cabinetry at back wall and replace with continuous base cabinet/countertop
- Remove front reception counter and replace with millwork that can accommodate 2-3 workstations
- Remove central workspaces (these positions will move to the front reception counter)
- Change colors of laminate. Provide color schemes to the Principal for the laminate and rear accent wall for final selection.
- Provide power on back wall for equipment and wall mounted TV

No structural revisions included. Final Completion drawings included.

Sweet Sparkman = \$3,347.50 (per attached hourly breakdown)

The cost of the aforementioned additional services shall be lump sum amount of \$3,347.50

Except as otherwise specifically modified by this Amendment, the rights and obligations of the parties, as contained in the Agreement Between Owner and Architect for Design and Construction Administration Services remain in full force and effect.

ARCHITECT

OWNER

Submitted by

           Approved     Disapproved

  
\_\_\_\_\_  
(signature)

Todd M. Sweet, Principal

School Board of Sarasota County

06.18.14

{insert date signed}

{insert date approved}

Amendment 5 - BMS

Task	Hours	Rate/hr	Total
<b>Building 1 Misc Revisions</b>			
Intern Architect	22	\$ 85.00	\$ 1,870.00
Project Architect	10	\$ 100.00	\$ 1,000.00
Principal Architect	2	\$ 130.00	\$ 260.00
Clerical Administrative	1.5	\$ 45.00	\$ 67.50
Architectural Draftsperson	2	\$ 75.00	\$ 150.00
<i>Subtotal</i>			\$ 3,347.50
Sweet Sparkman Total			\$ 3,347.50