

**AMENDMENT #9 TO AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
TECHNICAL CENTER**

THIS AMENDMENT #9 to Agreement Between Owner and Architect for Design and Construction Administration Services is entered into this 16th day of March 2010, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Owner") and Schenkel & Shultz, Inc. (the "Architect").

R E C I T A L S

A. By Agreement dated October 4, 2005, the Owner and the Architect entered into an Agreement Between Owner and Architect for Design and Construction Administration Services for the Technical Center (the "Agreement"). The Owner and the Architect subsequently entered into Amendments thereto numbered 1 through 8.

B. The Architect's Basic Services and Additional Services have, by prior Amendments, been separated into phases, namely Phase 1 (Suncoast Polytechnical High School), Phase 1A (SCTI 3 story north wing), Phase 1B (South County Technical Center), Phase II (SCTI 2 story south wing and communicating space), and Phase III (SCTI classroom building and industrial labs).

C. The parties hereto desire to clarify, and resolve, the amounts which have been paid to Architect pursuant to each phase and to clarify and resolve the amounts which will be paid to Architect for services yet to be rendered for phases under the Agreement, and hereby enter into this Amendment #9 to memorialize this clarification and resolution.

D. The parties also desire to remove certain work from the scope of the Agreement and hereby also enter into this Amendment #9 to identify the work which will no longer be included within the scope of the Agreement.

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

1. The amount of all payments to the Architect for all services which have been provided to date for Phase 1 (Suncoast Polytechnical High School), inclusive of all Basic Services, Additional Services and reimbursable expenses, is \$1,507,786.45. The remaining potential Additional Services payable to the Architect for Phase 1 (Suncoast Polytechnical High School), if such Additional Services are provided as set forth in the Agreement, is \$534,064.59.

2. The amount of all payments to the Architect for all services which have been provided to date for Phase 1B (South County Technical Center), inclusive of all Basic Services, Additional Services and reimbursable expenses is \$719,836.22. The parties hereto agree that no additional payments are owed, or will be owed, to the Architect for services or expenses related to Phase 1B (South County Technical Center).

3. The amount of all payments to the Architect for all services which have been provided to date for Phase III (SCTI classroom building and industrial labs) inclusive of all Basic Services, Additional Services or reimbursable expenses is \$13,667.00. The parties agree that no additional payments are owed, or will be owed, to the Architect for services or expenses related to Phase III (SCTI classroom building and industrial labs).

4. The amount of all payments to the Architect for all services which have been provided to date through the Bidding Services portion of Phases IA (SCTI 3 story north wing) and Phase II (SCTI 2 story south wing and communicating space), inclusive of Basic Services, Additional Services and all reimbursable expenses, is \$1,814,664.81. Owner and Architect hereby agree to a lump sum payment of \$356,000.00 for Construction Administration and Final Acceptance for Phase 1A (SCTI 3 story north wing) and Phase II (SCTI 2 story south wing and communicating space). All future payments for Phase 1A (SCTI 3 story north wing) and Phase II (SCTI 2 story south wing and communicating space) are reflected in Exhibit "A" dated March 16, 2010, which is attached to this Amendment #9, and which hereby replaces the original Exhibit "A" which had been originally attached to the Agreement. All references within the Agreement to Exhibit "A" shall now apply to the Exhibit "A", dated March 16, 2010 attached hereto.

5. Any future work pertaining to the Basic Services for the Design, Construction Documents and Construction Administration for Phase III (SCTI classroom building and industrial labs), as well as the Design, Construction Documents and Construction Administration for a regulation size high school baseball field, and a regulation size high school softball field, at the North County Technical Center, along with identified structures required to support those fields, such as, but not limited to, concession stands, press boxes and locker/dressing facilities, is hereby deleted and removed from the scope of the Agreement. Any such work, and the terms (including payment terms) under which such will may be provided, shall be subject to future negotiation, and to the extent such work is to be performed by the Architect, will be subject to the execution of a separate contract between Owner and Architect.

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

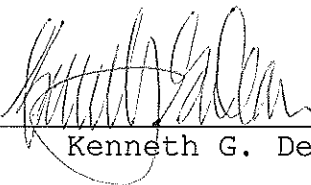
7. Where there is any direct conflict between the terms of this Amendment #9 and any terms of the Agreement, or of any of the prior Amendments thereto, the terms of this Amendment #9 shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #9 as of the date first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

SCHENKEL & SHULTZ, INC.

BY: _____
George W. McGonagill

BY:  _____
Kenneth G. Dean

Approved for Legal Content 3/5/2010
by Matthews, Eastmoore, Hardy,
Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: MG

INVOICE FOR PROFESSIONAL SERVICES

EXHIBIT "A"
PHASE 1A/2
 March 16, 2010

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

ATTN: Paul Pitcher, Project Manager

FROM: Schenkel & Shultz, Inc.
 677 North Washington Boulevard
 Sarasota, Florida 34236

Invoice Number: _____

Date: _____

RE: School Board Project Name: **Technical Center - Phase 1A/2**
 School Board Project Number: **3392**
 Professional Project Number: **0720128**

School Board Contract Number: _____

PHASE 1A/2 Building

Cost of Construction Contract Administration Only
 Cost of Change Orders (list separately)
 Owner supplied Equipment/Services, if applicable
 New Net Cost of Construction
 Percentage fee or lump sum (if applicable)
 Total fee

	ESTIMATED BEFORE BID	ACTUAL AFTER BID
	_____	\$ _____
±	_____	_____
	\$ _____	\$ _____
	_____	_____
	\$ _____	\$ _____

THE PRESENT STATUS OF THE ACCOUNT IS AS FOLLOWS:

SERVICE		SCHEDULED VALUE (BUDGET)	%	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
			COMP.			
Schematic Design	0%	\$ -	#DIV/0!	\$ -	\$ -	\$ -
Design Development	0%	\$ -	#DIV/0!	\$ -	\$ -	\$ -
Construction Documents	0%	\$ -	#DIV/0!	\$ -	\$ -	\$ -
Bidding/Negotiation	0%	\$ -	#DIV/0!	\$ -	\$ -	\$ -
Construction Administration	90%	\$ 324,000.00	0.00%	\$ -	\$ -	\$ -
Final Acceptance	10%	\$ 32,000.00	0.00%	\$ -	\$ -	\$ -
Total Fee		\$ 356,000.00	0.00%	\$ -	\$ -	\$ -
Total Addn'l. SVC. (From Form B)*		\$ -	#DIV/0!	\$ -	\$ -	\$ -
Total Reimbursables (From Form C)*		\$ -	#DIV/0!	\$ -	\$ -	\$ -
GRAND TOTAL		\$ 356,000.00			\$ -	\$ -

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE \$ _____

NOTE TO ARCHITECT:

1 Changes in estimate or actual cost must be reflected in Schematic design phase through Final Acceptance phase.

2 Invoices billed but not yet paid:

#	_____	AMOUNT \$	-
#	_____	AMOUNT \$	-
#	_____	AMOUNT \$	-

CERTIFIED TRUE AND CORRECT BY

 (Signature of Architect) (Date)

Typed Name and Title Kenneth G. Dean, AIA, Principal LEED AP

(For School Board Use ONLY)

Recommend Payment By _____
 (Project Manager) (Date)