

EXHIBIT 'E'

AMENDMENT # 4 TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

10290

In accordance with the agreement dated: January 4, 2011

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: Sarasota Middle School – HVAC Renovation

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

- 1. Provide architectural design, 208A form, mechanical and electrical engineering for adding an Inside circulation room with (3) doors (taking space from room 10-728D) between the following areas: 10-722 and 10-724. Storage cabinet at southeast corner and Casework along east wall to be removed/ moved as required to retain a cabinet with a sink. Existing refrigerator will remain. Finishes to match those planned for room 10-728D. Cap/ reroute existing plumbing and electrical as required. No structural revisions included. Per Structural engineer of record, the GC can use Trench Detail on sheet S2.0 to repair the slab cut to move under-slab piping. Final Completion drawings included.

ME3 = \$1960.00 (including sink scope noted above)
Sweet Sparkman = \$1650.00 (15 hours at \$110/hr)
Total = \$3610.00

The cost of the aforementioned additional services shall be lump sum amount of \$3,610.00

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:

Todd M Sweet
(signature)
Todd M. Sweet, Principal
Sweet

Digitally signed by
Todd. M Sweet
DN: cn=Todd. M
Sweet, o=Sweet
Sparkman
Architects, ou,
email=tsweet@sw
tsparkman.com,
c=US
Date: 2012.10.18
13:49:11 -04'00'

 Approved Disapproved

School Board of Sarasota County

{insert date signed}

{insert date approved}



11065 Gatewood Dr.
Suite 104
Bradenton, FL,
34211
Phone: 941-748-1319
Fax: 941-748-1349
www.me3-engr.com

October 04, 2012

Arif Abdulla, AIA
Sweet Sparkman Architects
2168 Main Street
Sarasota, FL 34237

Re: SBSC Sarasota Middle School – Building 10 added corridor.
Additional Services

Dear Arif,

ME3 Consulting Engineers is pleased to provide this proposal for additional engineering services relating to this project.

The additional services are to provide MEP and FA revised construction documents and demolition plans for the additional corridor in building 10.

Professional fees to revise the plans shall be a lump sum amount of \$1,960.00, in accordance with our original agreement dated 22 January, 2011. Your signature below will be our authorization to proceed.

Please contact me if I can provide any additional information.

Respectfully submitted,

ME3 CONSULTING ENGINEERS, LLC.

Accepted by: Sweet Sparkman Architects

Sid T Pritchard

October, 2012

Signature

Date

Sidney T Pritchard / President

Printed name / Title

Todd. M Sweet
Signature

Digitally signed by Todd. M

Sweet

DN: cn=Todd. M Sweet,

o=Sweet Sparkman Architects,

ou,

email=tsweet@sweetsparkma

n.com, c=US

Date: 2012.10.18 13:48:49

-04'00'

Date

Printed name / Title

SCHEDULE OF FEES
October, 2012

Hourly Rates:

<u>Classification</u>	<u>Rate / Hour</u>
Principal:	\$145.00
Sr. Engineer:	\$130.00
Staff Engineer:	\$115.00
Designer:	\$70.00
Clerical:	\$55.00

Sub Consultants:

The fees for sub consultants engaged by ME3 on behalf of the Client will be billed at 1.2 times the cost submitted by the sub consultant.

Reimbursable Expenses:

Project related expenses such as travel, lodging, subsistence, toll charges associated with voice/data communication, postage, shipping and or specification reproduction are all reimbursable expenses and will be billed at cost plus 10%. Automobile travel in connection with projects outside Manatee or Sarasota counties will be billed at \$.51 per mile plus tolls and parking fees.

TERMS AND CONDITIONS

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

ME3 reserves the right to notify the Client of our intention to stop work on the project in the event payment for an invoice is not made within 30 days.

In the event that the Client requests termination of the work prior to completion, ME3 reserves the right to complete such analysis and records as necessary to place our files in order and, where considered by us necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in the amount of the work completed to the date of notification or up to exceed 30 percent of all charges incurred up to the date (whichever is greater) of the stoppage of work may, at the discretion of ME3, be applicable.

In the event the Client makes a claim against ME3, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by ME3 in defending itself against the claim.

The only warranty or guarantee made by ME3 in connection with the services performed hereunder is that ME3 will use the standard degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.

The outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees or agents of ME3 at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, additional charges will be applicable.

ME3 maintains Professional Liability policy limits of \$500,000 each claim and \$1,000,000 annual aggregate, and General Liability policy limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Certificates of Insurance can be supplied evidencing such coverages.

Cost of the above coverage is included in our quoted fees. Additional insurance or increased limits of liability may not be available; and if so, additional charges will apply.

Sales tax (where applicable) may be charged in conjunction with certain fees and will be charged in conjunction with reimbursable expenses.

All work prepared by ME3 is the property of the corporation and may only be used for its intended use. Said work may not be used at any other location for any other use without ME3's written authorization (in advance).

This agreement is to be governed by the laws of the state of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Manatee County, Florida.

In recognition of the relative risks, rewards, and benefits of the project to both the Client and ME3 the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, ME3's total liability to the client, for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of ME3's fees, or the amount agreed upon when added under special conditions. Such causes include, but are not limited to ME3's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Digitally signed by:
Todd, M Sweet
DN: cn=Todd, M
Sweet, o=Sweet
&parkman
Architects, Co.,
email=ttsweet@sw
eetparkman.com,
c=US
Date: 2012.10.18
17:48:55-0400

Initials: Todd.
M
Sweet

Date: _____