

**AMENDMENT # 1 TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

In accordance with the agreement dated: March 7, 2017, 217046315

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

Sweet Sparkman Architects  
2168 Main St.  
Sarasota, Florida 34237

For the Project: Brentwood Elementary School: Cafeteria Replacement and HVAC Renovation

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

Professional services to provide signed and sealed Architectural and MEP construction documents for the interior renovations of Building 4 and addition of a flammables storage building (Building 16).

Sweet Sparkman Architects -	\$18,375.00
ME3 -	\$13,500.00
Total -	\$31,875.00

The cost of the aforementioned additional services shall be a lump sum amount of \$31,875.00. Refer to attached fee breakdown.

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:   
*(signature)*

     Approved      Disapproved

Todd M. Sweet, Principal

School Board of Sarasota County

10/3/2017  
*(insert date signed)*

Caroline Zucker, Chair

<b>Brentwood Elementary Amendment 1</b>			
<b>Buildings 4 &amp; 16 Fee Breakdown</b>			
<b>Task</b>	<b>Hours</b>	<b>Rate/hr</b>	<b>Total</b>
<b>Sweet Sparkman Architects</b>			
Principal Architect	14	\$160.00	\$2,240.00
Project Architect	40	\$130.00	\$5,200.00
Intern Architect	120	\$90.00	\$10,800.00
Clerical	2.25	\$60.00	\$135.00
<b>SSA Total</b>			<b>\$18,375.00</b>
<b>ME3</b>			
Sr. Engineer Electrical	20	\$130.00	\$2,600.00
Sr. Engineer HVAC	20	\$130.00	\$2,600.00
Sr. Engineer Plumbing	20	\$130.00	\$2,600.00
Designer	80	\$70.00	\$5,600.00
Clerical	2	\$50.00	\$100.00
<b>ME3 Total</b>			<b>\$13,500.00</b>
<b>Grand Total</b>			<b>\$31,875.00</b>



5300 Paylor Lane  
Sarasota, FL 34240  
Tel. 941-748-1319  
Fax. 941-361-1221  
www.me3-engr.com

August 31, 2017

Todd Sweet, AIA  
Sweet Sparkman Architects.  
2168 Main Street, Sarasota FL 34237

Re: Brentwood Elementary School – Building 4 Renovation - Revised  
Sarasota, FL  
Additional Service #1

Dear Todd,

ME3 Consulting Engineers is pleased to provide this proposal for additional engineering services relating to this project.  
The additional services are to provide MEP construction documents for the renovation of Building 4. This additional service was based on the revised floor plans received from Sweet Sparkman Architects on 8/24/17

We have reduced the additional service due to the fact that we already had a limited MEP scope in this building. There is substantial additional design required for security, intercom, video head end and data.

Professional fees to revise the plans shall be a lump sum amount of \$13,500.00, in accordance with our original agreement dated 04/20/17. 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.

Sid T Pritchard                      August 31, 2017  
Signature                                      Date

Sidney T Pritchard / President  
Printed name / Title

Accepted by: Sweet Sparkman Architects

[Handwritten Signature]                      \_\_\_\_\_  
Signature                                      Date  
TODD M. SWEET / PRINCIPAL  
Printed name / Title

**SCHEDULE OF FEES**

August, 2017

**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.~~

Initials:                       
Date:                     

*[Handwritten signature]*  
10/3/17