# AMENDMENT #10 TO AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

## FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES SARASOTA HIGH SCHOOL – RENOVATION AND NEW CONSTRUCTION

THIS AMENDMENT **#10** to Agreement Between Owner and Design Professional for Design and Construction Administration Services is entered into this **18**<sup>th</sup> **day of April**, **2017**, 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 "Design Professional").

### RECITALS

A. The Owner and the Design Professional entered into an Agreement Between Owner and Design Professional for Design and Construction Administration Services for the Sarasota High School Renovation and New Construction Project (the "Agreement"), dated May 1, 2012.

B. The parties hereto desire to modify the Agreement, and hereby enter into this Amendment #1 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 \$1,926,945.
- 2. Exhibits "A" and "B" dated March 31, 2017, attached to this Amendment **#10**, shall replace those originally issued with the Agreement.
- 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 **#10** and any terms of the Agreement, the terms of this Amendment #1 shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment **#10** as of the date first above written.

| THE SCHOOL BOARD OF SARASOTA<br>COUNTY, FLORIDA | HARVARD JOLLY, INC.                           |
|---|---|
| BY:<br>Caroline Zucker, Chair                   | BY: Drazen Ahmedic, Vice President, Principal |



### Amendment to the Professional Services Agreement

Amendment Number: 010

T0: The School Board of Sarasota County, Florida (Owner or Owner's Representative)

In accordance with the Agreement dated: May 1, 2012

### BETWEEN the Owner:

(Name and address)
The School Board of Sarasota County, Florida
1960 Landings Blvd.
Sarasota, FL 34231

and the Architect: (Name and address)
Harvad Jolly, Inc.
2714 Dr. ML King Jr. St. N.
St. Petersburg, FL 33704

Authorization is requested

for the Project:
(Name and address)
12028.00 - SBSC - Sarasota High School Addition and Renovation

| to incur additional Reimbursable Expenses.  |               |
|---|---------------|
| As follows: Building 6 redesign and expanded area of work as well as extended construction administration time as the expanded project scope. | sociated with |
| The following adjustments shall be made to compensation and time.   |               |

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation: Total Amendment - \$15,500.00

Time:

| SUBMITTED BY:                          | AGREED TO:               |
|--|--------------------------|
| Dr Am.                                 |                          |
| (Signature) Drazen Ahmedic, AIA, NCARB | (Signature)              |
| Vice President   Principal             | Caroline Zucker, Chair   |
| (Printed name and title)               | (Printed name and title) |
| (Date)                                 | (Date)                   |

## EXHIBIT "A" INVOICE FOR PROFESSIONAL SERVICES

| - | _ | 5 |  |
|---|---|---|--|
|   |   |   |  |

The School Board of Sarasota County, Florida

Construction Services Department

7895 Fruitville Road Sarasota, FL 34240

ATTN:

Paul Pitcher

ARCHITECT:

Jeffrey E. Cobble, AIA, President

Harvard Jolly, Inc.

2714 Dr. Martin Luther King Jr. Street North

St. Petersburg, FL 33704

RE:

School Board Project Name:

Sarasota High School Renovation

School Board Project No.:

3055

School Board Contract No. :

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

|                              |     |              |                   |    | 12028.00                    |    | School Board Contract No. :          |           |     |
|------------------------------|-----|--------------|-------------------|----|-----------------------------|----|--------------------------------------|-----------|-----|
| SERVICE                      | SCH | EDULED VALUE | %<br>COMPLET<br>E | T  | OTAL PREVIOUS<br>PAYMENTS + | F  | PAYMENT<br>REQUEST THIS<br>INVOICE = | TOTAL AMO |     |
| Schematic Design Phase 10%   | \$  | 149,698.50   | 100.00%           | \$ | 149,698.50                  | \$ | : <b>=</b> 5                         | \$        | 2   |
| Design Development Phase 20% | \$  | 299,397.00   | 100.00%           | \$ | 299,397.00                  | \$ | -                                    | \$        | -   |
| Construction Document Ph 35% | \$  | 523,944.75   | 100.00%           | \$ | 523,944.75                  | \$ |                                      | \$        | -   |
| Bidding/Negotiation Phase 5% | \$  | 74,849.25    | 100.00%           | \$ | 74,849.25                   | \$ | :=1                                  | \$        | -   |
| Construction Admin Ph 20%    | \$  | 311,897.00   | 85.00%            | \$ | 299,397.00                  | \$ | -                                    | \$        | -   |
| Final Acceptance 10%         | \$  | 149,698.50   | 0.00%             | \$ | 2                           | \$ | -                                    | \$        | -   |
| Landscape Architect          | \$  | 12,500.00    | 81.00%            | \$ | 10,175.00                   | \$ |                                      | \$        | -   |
| Kitchen Consultant           | \$  | 25,000.00    | 100.00%           | \$ | 25,000.00                   | \$ | -                                    | \$        | 3   |
| Structural Analysis          | \$  | 18,010.00    | 100.00%           | \$ | 18,010.00                   | \$ | -                                    | \$        | -   |
| Design Charrette Process     | \$  | 30,000.00    | 99.00%            | \$ | 29,810.00                   | \$ | ( <u>\$</u> )                        | \$        | -   |
| 21st Century                 | \$  | 50,000.00    | 97.565%           | \$ | 48,782.50                   | \$ | ian .                                | \$        | 121 |
| B13 & B14 Renovations        | \$  | 29,010.00    | 100.00%           | \$ | 29,010.00                   | \$ | -1                                   | \$        | -   |
| Portable Relocation (Amd #2) | \$  | 5,695.00     | 100.00%           | \$ | 5,695.00                    | \$ | -                                    | \$        | -   |
| Add Svc #2 (Amnd #3)         | \$  | 74,720.00    | 100.00%           | \$ | 74,720.00                   | \$ | -                                    | \$        | -   |
| Amendment #4                 | \$  | 20,900.00    | 100.00%           | \$ | 20,900.00                   | \$ |                                      |           |     |
| Amendment #5                 | \$  | 16,625.00    | 100.00%           | \$ | 16,625.00                   | \$ |                                      |           |     |
| Amendment #6                 | \$  | 2,500.00     | 100.00%           | \$ | 2,500.00                    |    |                                      |           |     |
| Amendment #7                 | \$  | 17,500.00    | 100.00%           | \$ | 17,500.00                   |    | 162.00                               |           |     |
| Amendment #8                 | \$  | 50,000.00    | 10.00%            | \$ | 5,000.00                    |    | 100                                  |           |     |
| Amendment #9                 | \$  | 39,500.00    |                   |    |                             |    |                                      |           |     |
| Amendment #10                | \$  | 15,500.00    |                   |    |                             |    |                                      |           |     |
| Total Reimbursables          | \$  | 10,000.00    | 35.92%            | \$ | 3,592.78                    | \$ | āl.                                  | \$        | 4   |
| Grand Total                  | \$  | 1,926,945.00 | 85.87%            | \$ | 1,654,606.78                | \$ | -                                    | \$        | -   |

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE:

| \$ |  |  | - |  |
|----|--|--|---|--|
|    |  |  |   |  |

# EXHIBIT "A" INVOICE FOR PROFESSIONAL SERVICES

| CERTIFIED TRUE AND CORRECT BY:                           |   |        |
|--|---|--------|
| (3)  | Signature of Architect)                               | (Date) |
| Typed Name and Title: D                                  | razen Ahmedic, AIA, NCARB, Vice President   Principal |        |
| For School Board Use ONLY)  Recommended for Payment by:— | -Dr Am.   |        |
| 4  | Signature of Project Manager)                         | (Date) |