

**AMENDMENT #8 TO AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
TECHNICAL CENTER**

THIS AMENDMENT #8 to Agreement Between Owner and Architect for Design and Construction Administration Services is entered into this 7th day of April, 2009, 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 7.

B. The parties hereto desire to further modify the Agreement, as amended, and hereby enter into this Amendment #8 to memorialize this further modification.

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

1. The Scope of Basic Services covered by the Agreement is hereby modified to include, in addition to other Basic Services provided for in the Agreement and any other Amendments, the design, construction documents and construction administration

for a regulation size high school baseball field, and a regulation size softball field, at the North County Technical Center, along with identified structures required to support the fields, such as but not limited to concession stands, press boxes and locker/dressing facilities.

2. Under Section 10.3.1, Compensation for Additional Services, under "ARCHITECT," the firm Hoyt Architecture is hereby removed and deleted from the Agreement. Further, under Section 10.3.1, Compensation for Additional Services, under "Civil Engineer", the firm WilsonMiller is hereby deleted and replaced by the firm Jensen and Group.

3. Section 10.5.1, "ADDITIONAL PROVISIONS," is hereby deleted in its entirety and replaced, effective as of the date of this Amendment #8, with the following provision:

10.5.1 If the Basic Services covered by this Agreement, and any Amendments to this Agreement, have not been completed within one (1) year of the date of the execution of Amendment #8, through no fault of the Architect, the Architect's compensation for Basic Services and Hourly Rates may be reviewed and if deemed necessary, may be equitably adjusted as agreed upon by Owner and Architect.

4. The address for the Architect shown on page 1 of the Agreement, and in Exhibits A, B and C, thereto, and in any of the Amendment to the Agreement, shall be deleted and replaced with the following address: Schenkel & Shultz, INC., 677 North Washington Boulevard, Suite 37, Sarasota, FL 34236.

5. 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.

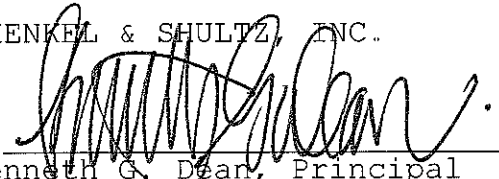
6. Where there is any direct conflict between the terms of this Amendment #8 and any terms of the Agreement, or of any of the prior Amendments thereto, the terms of this Amendment #8 shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #8 as of the date first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

BY: 
George W. McGonagill, Ex. Director
Construction Services Department

SCHENKEL & SHULTZ, INC.

BY: 
Kenneth G. Dean, Principal

Approved for Legal Content
March 11, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH