AMENDMENT # 1 TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES Sarasota County Technical Institute Phase III

THIS AMENDMENT #1 to Agreement Between Owner and Architect for Design and Construction Administration Services is entered into this 16th day of April, 2013, 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 Architecture (the "Architect").

RECITALS

- A. The Owner and the Architect entered into an Agreement
 Between Owner and Architect for Design and Construction
 Administration Services for the Sarasota County Technical
 Institute Phase III (the "Agreement"), dated November 2, 2010.
- 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 \$2,622,895.00.
 - 2. Exhibit "A" dated April 16, 2013, attached to this

Amendment #1, shall replace the one originally issued with the Agreement. Exhibit "D" is being added to the contract to set forth how the total fee has been calculated.

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.

Where there is any conflict between the terms of this Amendment #1 and any terms of the Agreement, the terms of this Amendment #1 shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date first above written.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Schenkel Shultz Architecture

BY:

Jane Goodwin, Chair

Kenneth Dean,

Approved for Legal Content December 20, 2012 by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: MG

EXHIBIT "A" INVOICE FOR PROFESSIONAL SERVICES

TO:	The School Board o Construction Service 7895 Fruitville Road Sarasota, FL 34240	es Departmo	•		
ATTN:	Paul J. Pitcher		, Project Manager		
ARCHITECT:	Schenkel Shultz Arc			INVOICE NO.:	
	677North washingto Sarasota, FL 34236	n Blvd.		DATE:	16-Apr-13
	<u> </u>			- -	
RE:	School Board Projec	ct Name:	Sarasota County Te	chnical Institute - Pha	ase III
	School Board Project	t No.:	3393	School Board Contra	act No. : 110445
	Professional Project	No.:		-	
SERVICE	SCHEDULED VALUE	% COMPLETE	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Schematic Design Phase 10%	\$247,750.00	0.00%			\$ -
Design Development Phase 20%	\$495,500.00	0.00%			\$ -
Construction Document Phase 35%	\$867,125.00	0.00%			\$ -
Bidding/Negotiation Phase 5%	\$123,875.00	0.00%			\$ -
Construction Administration Phase 20%	\$495,500.00	0.00%			\$ -
Final Acceptance 10%	\$247,750.00	0.00%			\$ -
Total Fee 100%	\$2,477,500.00	0.00%	\$ -	\$ -	\$ -
Total Add'l Services/Amendments	\$145,395.00	0.00%	\$ -	\$ -	\$ -
Total Reimbursables	\$0.00	#DIV/0!	\$ -	\$ -	\$ -
Grand Total	\$2,622,895.00	0.00%	\$ -	\$ -	\$ -
TOTAL AMOUNT DU	E AND PAYABLE TH	IS INVOICE	:	\$ -	
CERTIFIED TRUE A	AND CORRECT BY:	(Signature	of Architect)		(Data)
Tvr	ped Name and Title:		of Architect) Dean AIA LEED A	P Principal	(Date)
	The state of the s			, r moipui	
(For School Board Use ONLY)					
Recomme	nded for Payment by:	(Signature	of Project Manager)		(Date)
		,	,		(= =:=)

Architect Agreement - 6/2009 (CM version) Exhibit "A" / Page 1 of 3

PROFESSIONAL SERVICES INVOICE FOR AMENDMENTS / ADDITIONAL SERVICES

AMENDMENT # / ADD. SERVICES (INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
B.1.3 Traffic Impact Studies	\$ 68,000.00	%0			-
B.1.8 landscape Architect	\$ 58,500.00	%0			-
					· +
Amendment #1- Add. Civil Engineering	\$ 18,895.00	%0			· •
& A/E work to support Manufacturing Lab					- \$
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TOTAL AMENDMENTS/ADD'L SERVICES	\$ 145,395.00	%0	-	· \$	- \$

ATTACH DOCUMENTATION TO SUPPORT ADDITIONAL SERVICES ITEMS.

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Signature of Architect)	•	
SS)		

(Date)

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

(For School Board Use ONLY)

(Date)

Recommended for Payment by: (Signature of Project Manager)

Architect Agreement - 6/2009 (CM version) Exhibit "A" / Page 2 of 3

PROFESSIONAL SERVICES INVOICE FOR REIMBURSABLES

REIMBURSABLES (INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
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TOTAL REIMBURSABLES	- \$		-	- \$	- \$

INSERT THESE FIGURES ON FORM A ON THE LINE FOR TOTAL REIMBURSABLES. ATTACH DOCUMENTATION TO SUPPORT REIMBURSABLE ITEMS.

CERTIFIED TRUE AND CORRECT BY:

(Signature of Architect)

(Date)

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

(For School Board Use ONLY)

Recommended for Payment by: (Signature of Project Manager)

(Date)

Architect Agreement 6-2009 (CM version) Exhibit "A" / Page 3 of 3

14 March 2013

EXHIBIT "D"

Mr. Paul Pitcher Project Manager Construction Services Department School Board of Sarasota County 7895 Fruitville Road Sarasota, Florida 34240

RE; SCTI Phase 3- SSA # 1120103 Amendment #1 School Board Contract # 110245

Dear Paul:

SchenkelShultz is submitting this proposal request to amend the Basic Services Agreement Between Owner and Architect by the following scope modifications:

Civil Engineering changes to previously approved documents for the Phase 3 – Ball Fields and ancillary buildings. These changes occurred after the civil engineering documents had been submitted to the regulatory agencies for review and approval. The proposed design changes and cost saving suggestions were from the Owner and Construction Manager.

Jensen and Group (Civil Engineer) proposed FEE = \$4,950.00

Building # 4, lab # 4-113, modifications to the Construction Lab, conversion of lab into a proposed Manufacturing Lab. Scope changes involve Architectural and Mechanical, Electrical and Plumbing services.

SchenkelShultz (Architectural) prop

proposed FEE =

\$ 2,500.00

TLC Engineers (MEP)

proposed FEE =

<u>\$ 11,445.00</u>

Amendment #1 to Basic Services Agreement Total FEE= \$ 18,895.00

Refer to the attached proposed Hourly Tasks and Fee Estimate documents.

If you should have any questions or require clarification to any item, please contact the architect's office at your convenience.

Sincerely.

Kenneth G. Dean AIA, LEED AP

Partner

SchenkelShultz

JAG JENSEN AND GROUP Engineering Consultants

INVOICE AND FEE SUMMARY

Date: June 25, 2012

Invoice No:

02362

To: Kenneth G. Dean, AIA

Project No:

039-007

Schenkel Shultz Architecture

Suite 37

P.O. No:

677 North Washington Boulevard

Sarasota, Florida 34236

Project: Sarasota County Technical Center - Phase 3 - Additional Services

Desc.: Invoice for professional engineering services for the period through 06/25/12.

PROJECT TASK	TASK NAME	LUN	1P SUM FEE	% COMP	AMOUNT OMPLETE	PR	AMOUNT EVIOUSLY BILLED	OUNT DUE IS PERIOD
A.	Ball Field Revisions	\$	3,850.00	100.0%	\$ 3,850.00	\$	-	\$ 3,850.00
B.	Proctor Road Lighting	\$	1,100.00	100.0%	\$ 1,100.00	\$	-	\$ 1,100.00
L	TOTAL	\$	4,950.00		\$ 4,950.00	\$	-	\$ 4,950.00

Contract Amount Remaining	\$	-
3	1 *	- 1

	AMOUNT DUE THIS INVOICE	\$	4,950.00
- 1		1	

Payment Due Date: July 25, 2012

Remit to: Jensen and Group

1626 Barber Road, Suite A Sarasota, Florida 34240 Phone: (941) 747-7400

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20 March 2013

Mr. Paul Pitcher Project Manager Construction Services Department School Board of Sarasota County, Florida 7895 Fruitville road Sarasota, Florida 34240

RE: SCTI Phase 3- SSA # 1120103 Amendment # 1 School Board Contract #112045

Dear Paul:

SchenkelShultz is submitting a proposal request of services to modify the existing planned Construction lab (Room 4-113) to a Manufacturing Lab.

• Principal

5.0 hours = \$1050.00

• Sr. Project Architect

10.25 hours = \$ 1435.00

Total Fee Proposal

= \$ 2485.00

If you have any questions upon review of this proposal request, please contact me at your earliest convenience.

Sincerely,

Kenneth G. Dean AIA, LEED AP

Partner

SchenkelShultz

MANHOUR FEE ESTIMATE
Prepared by TLC Engineering for Architecture
SCTI PHASE III - Building 4 - Manufacturing Lab Upgrades
Tuesday, March 19, 2013

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Notes:

Expenses (Not to Exceed)

Grand Total

\$11,445.00

\$0.00