

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

Fruitville Elementary School Classroom Wing Addition

THIS AMENDMENT #1 to Agreement between Owner and Architect for Design and Construction Administration Services is entered into this 3rd day of February, 2015, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Owner") and Sweet Sparkman Architects Inc. (the "Architect").

R E C I T A L S

A. The Owner and the Architect entered into an Agreement between Owner and Architect for Design and Construction Administration Services for the Fruitville Elementary School Classroom Wing Addition (the "Agreement"), dated June 13, 2014.

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 \$496,150.00.

2. Exhibits "A" and "B" dated February 3rd, 2015, attached to this AMENDMENT #1, shall replace those originally issued with the Agreement. Exhibit "E" is being added to the contract to set forth the scope of work for AMENDMENT #1.

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 #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

Sweet Sparkman Architects, Inc.

BY: _____
Frank Covach, Board Chair

BY: _____
Todd M. Sweet, Principal

Approved for Legal Content
February 17, 2010, 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 of Sarasota County, Florida
 Construction Services Department
 7895 Fruitville Road
 Sarasota, FL 34240

ATTN: Ernest DuBose II _____, Project Manager

DESIGN PROFESSIONAL: Sweet Sparkman Architects, Inc.
 2168 Main Street
 Sarasota, Florida 34237

INVOICE NO.: _____
 DATE: February 3, 2015

Sarasota County Schools Project Name: Fruitville Elementary School - Classroom Wing Addition

Sarasota County Schools Project No.: 3132 Sarasota County Schools Contract No. 21502076

Professional Project No.: 14380

| SERVICE | SCHEDULED VALUE | % COMPLETE | TOTAL PREVIOUS PAYMENTS + | PAYMENT REQUEST THIS INVOICE = | TOTAL AMOUNT DUE TO DATE |
|---------------------------------------|-----------------|------------|---------------------------|--------------------------------|--------------------------|
| Schematic Design Phase 10% | \$ 42,750.00 | 0.00% | | | \$ - |
| Design Development Phase 20% | \$ 85,500.00 | 0.00% | | | \$ - |
| Construction Document Phase 35% | \$ 149,625.00 | 0.00% | | | \$ - |
| Bidding/Negotiation Phase 5% | \$ 21,375.00 | 0.00% | | | \$ - |
| Construction Administration Phase 20% | \$ 85,500.00 | 0.00% | | | \$ - |
| Final Acceptance 10% | \$ 42,750.00 | 0.00% | | | \$ - |
| Total Fee 100% | \$ 427,500.00 | 0.00% | \$ - | \$ - | \$ - |
| Total Add'l Services | \$ 63,650.00 | 0.00% | \$ - | \$ - | \$ - |
| Total Reimbursables | \$ 5,000.00 | 0.00% | \$ - | \$ - | \$ - |
| Grand Total | \$ 496,150.00 | 0.00% | \$ - | \$ - | \$ - |

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE: \$ -

CERTIFIED TRUE AND CORRECT BY: _____
 (Signature of Design Professional) (Date)

Typed Name and Title: Todd M. Sweet, AIA, LEED AP, Principal

(For Sarasota County Schools Use ONLY)

Recommended for Payment by: _____
 (Signature of Project Manager) (Date)

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 |
|--|-----------------------------|-----------|------------------------------|-----------------------------------|-----------------------------|
| B1.8 - Landscape Architecture/Irrigation | \$4,900.00 | 0% | | | \$ - |
| B1.9 - Covered Play Area | \$13,500.00 | 0% | | | \$ - |
| B1.10 - (2) new parking lot areas | \$13,750.00 | 0% | | | \$ - |
| B1.11 - Buildings #3 and #8 Renovation | \$31,500.00 | 0% | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| | | #DIV/0! | | | \$ - |
| TOTAL AMENDMENTS/ADD'L SERVICES | \$ 63,650.00 | 0% | \$ - | \$ - | \$ - |

ATTACH DOCUMENTATION TO SUPPORT ADDITIONAL SERVICES ITEMS.

CERTIFIED TRUE AND CORRECT BY:

(Signature of Design Professional)

(Date)

Typed Name and Title: _____

(For Sarasota County Schools Use ONLY)

Recommended for Payment by: _____

(Signature of Project Manager)

(Date)

EXHIBIT "B"
SCHEDULE OF ADDITIONAL SERVICES

B.1 ADDITIONAL SERVICES

B.1.1 On-site surface water management and drainage conceptual studies with professional guidance, reports, recommendations, biologist studies of wet areas, water retention design, filing of applications for administrative permits and for approvals of The Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection as required for development of the proposed project shall not exceed \$ N/A.

B.1.2 Off-site Surface Water Management and Drainage Conceptual Studies with professional guidance, reports, recommendations, biologist studies of wet areas, water retention design, filing of applications for administrative permits and for approvals of The Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection as required for development of the proposed project shall not exceed \$ N/A.

B.1.3 Traffic impact studies, reports, recommendations and professional guidance performed by professionally trained consultants, traffic light request applications, as required by the public agencies having jurisdiction of the Project, for the purpose of preparing suggestions and recommendations for appropriate traffic circulation, ingress and egress to and from the site for off site roadways providing of professional services for the filing of applications for administrative permits and securing approvals for traffic concepts to be utilized in developing the Master Plan for proposed development of the property. Compensation for professional services shall not exceed:

B1.3.1: \$ N/A for study and report.

B1.3.2: \$ N/A for design and construction documents to implement governmental agency requests.

B1.3.3: \$ N/A for professional services related to the design and/or construction of roadways, pavement or traffic improvements off-site.

B.1.4 Professional Services to coordinate, and filing of applications for permits and approvals, furnish design, construction documents, and construction administration for the installation of water supply and sewer for off-site utilities, shall not exceed \$ N/A.

B.1.5 Professional Services to coordinate, filing of applications for permits and approvals, furnish design, construction documents, and construction administration for areas regulated by the Florida Department of Environmental Protection for project development shall not exceed \$ N/A.

B.1.6 Professional Services for full time inspection of sanitary sewer facilities designed by the Civil Engineer who shall be responsible for the completion of record drawings of all improvements required for certification to the appropriate governmental agencies shall not exceed \$ N/A.

B.1.7 Professional Services to coordinate filing of applications for Rezoning, Special Exceptions and furnishing information for approvals to Governmental Agencies regulating project site development shall not exceed \$ N/A.

B1.8 Professional Services to include Landscape Architecture and Irrigation Design. \$ 4,900.00

B1.9 Professional Services to include the design of a new 3,600 SF Pre-Engineered Metal Building to serve as a Covered Play Area. Services to include design and construction administration. \$ 13,500.00

B1.10 Professional Services to include a total of (2) parking lot areas. Services to include civil engineering, site planning/permitting, bidding/construction phase engineering services, Landscape Architecture/Irrigation.
\$ 13,750.00

B1.11 Professional Architectural and Engineering Services to include the design of the interior renovations of Building #3 (5,312 SF) and Building #8 (4,166 SF). \$ 31,500.00

B.2 HOURLY RATES

| | | |
|------------------------------------|------------------|--------|
| Principal Architect..... | \$ <u>130.00</u> | per hr |
| Project Architect..... | \$ <u>110.00</u> | per hr |
| Intern Architect..... | \$ <u>90.00</u> | per hr |
| Architectural Drafter..... | \$ <u>80.00</u> | per hr |
| Clerical Staff..... | \$ <u>50.00</u> | per hr |
| Educational Consultant..... | \$ <u>N/A</u> | per hr |
| | | |
| Civil Engineer Principal..... | \$ <u>193.00</u> | per hr |
| Civil Project Manager..... | \$ <u>155.00</u> | per hr |
| Civil Project Engineer..... | \$ <u>125.00</u> | per hr |
| Civil Design Engineer..... | \$ <u>108.00</u> | per hr |
| Civil Drafter..... | \$ <u>95.00</u> | per hr |
| Two man survey crew..... | \$ <u>N/A</u> | per hr |
| Three man survey crew..... | \$ <u>N/A</u> | per hr |
| Clerical..... | \$ <u>70.00</u> | per hr |
| | | |
| Structural Engineer Principal..... | \$ <u>100.00</u> | per hr |
| Structural Engineer Staff..... | \$ <u>80.00</u> | per hr |
| Clerical..... | \$ <u>35.00</u> | per hr |
| | | |
| Mechanical Engineer Principal..... | \$ <u>145.00</u> | per hr |
| Mechanical Engineer Staff..... | \$ <u>130.00</u> | per hr |
| Mechanical Designer..... | \$ <u>115.00</u> | per hr |
| Mechanical Drafter..... | \$ <u>70.00</u> | per hr |
| Electrical Engineer Principal..... | \$ <u>145.00</u> | per hr |
| Electrical Drafter..... | \$ <u>70.00</u> | per hr |
| Clerical..... | \$ <u>55.00</u> | per hr |
| | | |
| Landscape Architect..... | \$ <u>161.00</u> | per hr |
| Landscape Planner..... | \$ <u>N/A</u> | per hr |
| Clerical..... | \$ <u>N/A</u> | per hr |
| | | |
| Kitchen Consultant..... | \$ <u>N/A</u> | per hr |

| Fruitville Elementary Amendment 1 | | | |
|--|--------------|----------------|--------------------|
| Buildings 3 & 8 Fee Breakdown | | | |
| Task | Hours | Rate/hr | Total |
| Sweet Sparkman Architects | | | |
| Principal Architect | 25 | \$130.00 | \$3,250.00 |
| Project Architect | 70 | \$110.00 | \$7,700.00 |
| Intern Architect | 135 | \$90.00 | \$12,150.00 |
| Clerical | 8 | \$50.00 | \$400.00 |
| SSA Total | | | \$23,500.00 |
| ME3 | | | |
| Sr. Engineer Electrical | 30 | \$130.00 | \$3,900.00 |
| Sr. Engineer HVAC | 24 | \$130.00 | \$3,120.00 |
| Sr. Engineer Plumbing | 7 | \$130.00 | \$910.00 |
| Designer | 1 | \$70.00 | \$70.00 |
| ME3 Total | | | \$8,000.00 |
| Grand Total | | | \$31,500.00 |

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: _____