AMENDMENT #3 TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES LAUREL NOKOMIS - HVAC RENOVATION

THIS AMENDMENT #3 to Agreement Between Owner and Architect for Design and Construction Administration Services is entered into this 24th day of July, 2012, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Owner") and TOTEMS Architecture, Inc. (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 Laurel Nokomis HVAC Renovation
 (the "Agreement"), dated December 7, 2010.
- B. The parties hereto desire to modify the Agreement, and hereby enter into this Amendment #3 to memorialize this modification.

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

- The Agreement amount is hereby modified to include fees for all services included in this agreement. The total fee amount of this Agreement is \$779,350.00.
- 2. Exhibits "A" and "B" dated July 24, 2012, attached to this Amendment #3, shall replace those originally issued with the Agreement. Exhibit "E" the Proposal is being added to this Amendment as representation of the scope of work for this Amendment #3.
 - The parties acknowledge and agree that, except as
 Page 1 of 2

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 #3 and any terms of the Agreement, the terms of this Amendment #3 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

TOTEMS ARCHITECTURE, INC.

BY: Mark Smith

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). Smith

BY:

rodd M. Sweet

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" AMENDMENT #3 7/24/12 INVOICE FOR PROFESSIONAL SERVICES

The School Board of Sarasota County, Florida

	7895	ruction Service Fruitville Road ota, FL 34240		ent	•				
ATTN:	Sue B	Bouffard, Projec	t Manager						
ARCHITECT:		MS Architectur	e, Inc.				INVOICE NO.:		
		Main Street ota, FL 34237	-				DATE:		
RE:	Schoo	ol Board Projec	t Name:	Lau	urel Nokomis - HV	AC.	Renovation		
	Schoo	ol Board Projec	t No.;	454	46	Sch	ool Board Contra	act No	110295
		ssional Project		102	289				
SERVICE		DULED VALUE	% COMPLETE	TO	OTAL PREVIOUS PAYMENTS +	R	PAYMENT EQUEST THIS INVOICE =		TAL AMOUNT UE TO DATE
Schematic Design Phase 10%	\$	75,000.00	100.00%	\$	75,000.00			\$	75,000.00
Design Development Phase 20%	\$	150,000.00	100.00%	\$	150,000.00			\$	150,000.00
Construction Document Phase 35%	\$	262,500.00	100.00%	\$	252,500.00			\$	252,500.00
Bidding/Negotiation Phase 5%	\$	37,500.00	100.00%	\$	37,500.00			\$	37,500.00
Construction Administration Phase 20%	\$	150,000.00	50.00%	\$	75,000.00		<u> </u>	\$	75,000.00
Final Acceptance 10%	\$	75,000.00	0.00%					\$	- ,
Total Fee 100%	\$	750,000.00	78.67%	\$	590,000.00	\$	-	\$	590,000.00
Total Amendments & Add'l Services	\$	29,350.00	79.19%	\$	23,240.95	\$	- 1	\$	23,240.95
Total Reimbursables	\$	66.13		\$	66.13	\$	-	\$	66.13
Grand Total	\$	779,416.13	78.69%	\$	613,307.08	\$	_	\$	613,307.08
TOTAL AMOUNT DU	JE AND	PAYABLE TH	IIS INVOIC	Е:		\$			
CERTIFIED TRUE	AND C	ORRECT BY:	(Signature	A.	Architect)	A	•	6.1	1.12 (Date)
ту	ped Na	ame and Title:	. –	1					
(For School Board Use ONLY)									
Recomme	ended fo	or Payment by:		of	Project Manager)				(Date)
					, , ,				, ,

TO:

PROFESSIONAL SERVICES INVOICE FOR AMENDMENTS / ADDITIONAL SERVICES

AMENDMENT # / ADD. SERVICES	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOT	TOTAL AMOUNT DUE TO DATE
B1.1 - SWFWMD Permit	\$ 10,000.00	100%	\$ 10,000.00		₩	10,000.00
B1.8 - Electric Utility Coordination	\$ 3,300.00	46.15%	\$ 1,522.95		₩	1,522.95
B1.9 - Amendment #1	\$ 12,860.00	80%	\$ 10,288.00		₩	10,288.00
B1.10 - Amendment #2	\$ 1,430.00	100%	\$ 1,430.00		₩	1,430.00
B1.11 - Amendment #3	\$ 1,760.00				↔	•
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					\$	1
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					\$	-
TOTAL AMENDMENTS/ADD'L SERVICES	\$ 29,350.00		\$ 23,240.95	1 \$	(A)	23,240.95
FIGURE TRANSPORTED TO STORY OF THE PROPERTY OF	SHEET SECTIONS	TRAC				

ATTACH DOCUMENTATION TO SUPPORT ADDITIONAL SERVICES ITEMS.

CERTIFIED TRUE AND CORRECT BY:

(Signature of Architect)

Typed Name and Title: Todd M. Sweet, Principal

6.19.12

(For School Board Use ONLY)

Recommended for Payment by: (Signature of Project Manager)

(Date)

PROFESSIONAL SERVICES INVOICE FOR REIMBURSABLES

REIMBURSABLES (INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	PAYMENT REQUEST TOTAL AMOUNT DUE THIS INVOICE = TO DATE
02.11.11	\$ 66.13		\$ 66.13		\$ 66.13
					\$
					9
					\$
					·
					8
					-
					\$
					·
					\$
					- \$
					\$
					·
TOTAL REIMBURSABLES	\$ 66.13		\$ 66,13	- \$	\$ 66.13
INSERT THESE FIGURES ON FORM A ON THE LINE	NE FOR TOTAL REIMBURSABLES.	BURSABLE	.83		

ATTACH DOCUMENTATION TO SUPPORT REIMBURSABLE ITEMS.

CERTIFIED TRUE AND CORRECT BY: (Signature of Architect)

6.19.12 (Date)

Todd M. Sweet, 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

EXHIBIT "B" AMENDMENT #3 7/24/12 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 \$10,000.00.
- **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**: \$\ \bigs_{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 offsite utilities, shall not exceed \$NA_.
- **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 ...

- **B.1.8** Professional Services to coordinate, furnish design and data to utility company for electrical services to the project site shall not exceed \$ 3.300.00
- **B1.9** Amendment #1 Provide Mechanical and Electrical design documents and construction services to replace all fo the air handler units and some of the condensing units for Building #15 shall not exceed \$12,860.00.
- **B1.10** Amendment #2 Provide electrical design documents, project management and construction administration services for the Classroom's of Tomorrow in Buildling 8, Room 802 & Building 11, Room 822 not to exceed \$1,430.00.
- B1.10 Amendment #3 Provide electrical engineering design services and construction administration for Classroom's of Tomorrow in Building 6, Rooms 610 & 611, and Building 8, Room 813 not to exceed \$1,760.00.

B.2 HOURLY RATES

Principal Architect	\$ <u>100.00</u> \$ <u>85.00</u> \$75.00 \$45.00	per hr per hr per hr per hr per hr
Civil Engineer Principal	\$135.00 \$120.00 \$110.00 \$75.00 \$N/A \$N/A	per hr per hr per hr per hr per hr per hr per hr
Structural Engineer Principal Structural Engineer Staff Clerical Mechanical Engineer Principal Mechanical Engineer Staff Mechanical Designer Mechanical Draftperson Electrical Engineer Principal Electrical Draftperson Clerical	\$80.00 \$35.00 \$145.00 \$130.00 \$115.00 \$70.00 \$145.00	per hr per hr per hr per hr per hr per hr per hr per hr

Landscape Architect	. \$ <u>N/A</u>	per hr per hr per hr
Kitchen Consultant	\$ <u>N/A</u>	per hr

EXHIBIT 'E' July 24, 2012

AMENDMENT #_3_TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

In accordance with the	ne agreement dated: <u>Decemb</u>	ber 7, 2010_
Between The School	Board of Sarasota County, F	Florida and the Architect:
- - -	TOTeMS Archite 2168 Main St. Sarasota, Florid	
For the Project:	Laurel Nokomis School -	HVAC Renovation
Authorization is appr	oved to proceed with addition	nal services as described below:
directed by CM a	and CM's subcontractor, on 8 3. Includes Final Completion	Classroom of Tomorrow (COT) areas: as -1/2 by 11 sketches for classrooms B6-610 CAD update. Finishes and signage
ME3 = <u>TOTeMS =</u> Total =	\$1430.00 (See attache \$330.00 (3 hours at \$ \$1760.00	
The cost of the afore	ementioned additional service	s shall be lump sum amount of \$1,760.00
the parties, as conta	specifically modified by this a ined in the Agreement Betwe stration Services remain in fu	Amendment, the rights and obligations of en Owner and Architect for Design and ill force and effect.
ARCHITECT		OWNER
Submitted by:	W	XApprovedDisapproved
Todd M. Sweet, Prin	cipal	School Board of Sarasota County
VVVE 1	2012_signed)	June 14, 2012 (insert date approved)



11065 Gatewood Dr. Suite 194 Bradenton, FL, 34211 Phone: 941-748-1319 Fax: 941-748-1349

June 12, 2012

Arif Abdulla, AIA TOTeMS Architecture, Inc. 2168 Main Street Sarasota, Fl 34237

Re:

LNS Classroom of Tomorrow Electrical Infrastructure Design

Additional Service #3

Dear Arif,

ME3 Consulting Engineers appreciates the opportunity to provide professional engineering design services for your review on the above subject project and submits the following work authorization for your review:

The scope of work is to provide the electrical power, data and electrical infrastructure design for three classrooms in order to provide the requirements for the Classroom of Tomorrow program. The scope of work will one design meeting with the Owner, electrical engineering design and close out documentation.

The Client shall provide the required number of signed and sealed drawings as required by the Client for submission. The fee to provide this scope of services shall be a lump sum amount of \$1,430.00.

Sidney Pritchard / Preside	nt	Printed name / Title	
Signature	Date	Signature	Date
Sidney TPritchard	June 12, 2012		
ME3 CONSULTING EN	GINEERS, LLC.	Accepted by: Tote	ms Architecture, Inc.
Thank you for the opportu	nity.		

These meeting minutes are submitted for the purpose of summarizing the important details of the meeting noted below and to confirm Jon F_i Swift, Inc.'s understanding of your instructions. Please read carefully and notify us promptly if there are any changes or corrections to be made.

Project Booker Middle School - HVAC Meeting Date June 19, 2012

Job# 796 Location Booker Middle School

Subject Construction Meeting No. 5 Prepared by Jason F. Swift, Project Manager

Name, Company	Present	Name, Company	Present
Jason Swift, Jon F. Swift, Inc.	Yes	Bryan Zapf, ME3	No
Bill Chaplin, Jon F. Swift, Inc.	Yes	KC Clem, ME3	No
Ernest DuBose, SBSC	Yes	Karl Hees, Hees & Associates	No
Lashawn Frost, Booker Middle	No	Bo Hetzel, SBSC	No
Debra Alvis, Booker Middle	No	Jim Woodson, SBSC	Yes
John Ford, Booker Middle	No	Cecil Peel, SBSC	No
Arif Abdulla, TOTeMs Architecture	Yes	Bob Whitacre, SBSC	Yes
Todd Sweet, TOTeMs Architecture	Yes	Jon Hampton, SBSC	No
Sidney Pritchard, ME3	Yes		

Distribution of meeting minutes shall be to all listed above whether in attendance or not.

The purpose of the meeting was to review the overall project scope and review key issues in conjunction with scheduled construction.

Item # 1.8	5/22/12 5/29/12 6/5/12 6/12/12 6/19/12	Bo stated that he will work on the schedule of operation, keeping Bldgs. No. 1 and 5 on for the summer and rotating through the rest of the buildings at night for 2hrs/day for each. KC suggested that the outside air be shut off to help reduce the load as the goal is to reduce the humidity. Bo also stated that there were two control units in the pump room that needed to remain during the construction period. Bo stated that he would be able to work out the schedule for cooling as discussed in last week's meeting. He also stated that there were no dampers in the outside air intakes but the system should still be able to cool as necessary. Bo will have the new schedule ready when the other chillers are taken off line around June 6. Jason stated that Bo was in the subcontractor's meeting and that he had the schedule worked out for the summer. Ernie stated that it was decided the Bldg. 1 would not remain on during the summer. Ernie is to contact Bo. Ernie stated that he was leaving it up to the School to schedule the air shut down but he will follow up.	Be Ernie Ernie
1.10	5/22/12 5/29/12 6/5/12	Teacher Planning Areas It was discussed that the sensors have already been added to the rooms as requested by Bo on the previous projects. Bo stated that he would like to see the new mini computer labs at the old teacher planning areas to have their own zones. Ernie directed ME3 to make the necessary changes to the plans to make this happen. This will not be part of the conformed set of plans. ME3 stated that they would have the plans revised by mid-June and TOTeMs would issue and ASI. Sidney stated that the plans would not be ready by mid-June. However, he would work on a narrative so that the air handler for Bldg. 6 could be ordered. Jason asked if	ME3 ME3 Ernie

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item #	Date 6/12/12	Item the walls were being removed similar to SMS. Arif stated that the intent was to copy LNS which did nothing with the walls. Ernie is to verify with Paige and Lashawn. Ernie asked Arif to prepare a price for the plan changes. Arif to provide a price. Jason and Ernie met at SMS today to look at the rooms that were modified. Ernie has a meeting set up with Lashawn on Thursday at 11am to discuss. He will send out an	Action By: Arif Ernie
	6/19/12	email after that meeting with direction as to how to proceed.	
1.11	5/22/12	Sinks from SMS Arif stated that it should be known which sinks will not be used at SMS. Jason will work with Joe in Swift's office to coordinate. Jason also stated that LaGasse Plumbing is the plumber on both projects.	Jason
	5/29/12 6/5/12	Jason spoke with Joe who will provide the list of sinks not to be used at SMS.	Jason Jason
	6/12/12		Jason
	6/19/12	LaGasse Plumbing has contacted the Wholesaler who sent a question to Bradley, no answer. Jason will follow up.	Jason
1.12	5/22/12		Ernie
		Jason stated that there was an additional cost of \$4,502 to go from a one year to a five year warranty. Ernie is to check with Jody if he wants to pay for the additional	Jason
	5/29/12	warranty. Ernie asked Jason to send a copy of LaGasse's proposal. Jason will send.	ME3
	6/5/12	Sidney stated that the plans would not be ready by mid-June. A new timetable was not committed to.	ME3
	6/12/12		ME3
	6/19/12	Pending ME3.	ME3
1.13	5/22/12	VFD Warranties ME3 requested a price per Cecil to go from a 3 year to a 5 year warranty. Jason is working on pricing with B&I.	Jason
	5/29/12		Jason
	6/5/12	Jason received confirmation from B&I that that warranty would be for 5 years on all the VFDs. However, Trane contacted ME3 and stated there would be a cost difference. Sidney sent Jason an email stating Trane should be compensated for the additional 2 years. Jason will have B&I price.	Jason
	6/12/12	· ·	Jason
	6/19/12	to formula the proposal and the sost of a fiew vi b. sason to follow up.	
1.21	5/22/12	208A Form Ernie directed Arif to send the 208A form in Word to Long Range Planning for their review.	Arif

Item #	Date 5/29/12 6/5/12	Item Arif stated the form was sent to Ernie. Ernie stated that Long Range Planning has the form and he will notify Arif once they have reviewed. Ernie stated that he has not received a response from Long Range Planning. Ernie to	Action By: Ernie
		follow up.	
	6/12/12	Ernie stated that Micki has not reviewed. Arif stated that this is in limbo until a final decision is made on the teacher planning/computer spaces.	Pending
	6/19/12		
1.23	5/22/12	Keys	Ernie
	5/29/12 6/5/12	Jason requested from Ernie three additional sets of keys, Swift assistant superintendent, Electrician and HVAC. Ernie stated he will get the keys. Ernie stated the request has been made and that it should be a few days. Ernie stated that Debra told him the keys are ready. He will contact Art to have him drop them off.	Comment Ernie
	6/12/12	Jason picked up the keys from Ernie's office on 6/11/12.	Closed
3.3	6/5/12	Classroom Moving Schedule Jim Woodson was working on the schedule and will supply a copy to all when he has it completed.	Jim
	6/12/12	Jim sent the list to Jason in the meeting.	Closed
3.4	6/5/12	Water Testing Jason stated that he emailed Cecil regarding the testing of the water in the existing	Cecil
	6/12/12 6/19/12	system so that Swift does not inherit any existing issues. Cecil shall have the SCSB water management service test the water. B&I has this sample. Jason will follow up with Cecil on getting it tested. Jason contacted Cecil who had Paul Schrock send over the information from the last test which was February 2012. Results were - conductivity 2388micro ohms 760 ppm nitrite	Jason
3.5	6/5/12	Material Purchase Orders	Ernie
	6/12/12	Jason told Ernie that the subs have not seen the POs for the materials and it was getting critical with the summer time frame. Ernie is to follow up. There was a paperwork glitch which has since been corrected. Doreen is process the DPOs now. Jason received faxed copies of two of the three on 6/19/12. Ice Storage tanks is still outstanding.	Pending
	0/5/40		
3.7	6/5/12	Weekly Meetings During the summer when Bldg. 1 air conditioning is turned off, OAC meetings will be	Closed
	6/12/12	held in the construction trailer. Ernie stated the dates for the 11 month staff being away are 6/21/12 to 7/26/12.	Closed.
3.8	6/5/12	Box Truck Jason asked if the box truck could be moved as it was restricting the access. Ernie to follow up.	Ernie
	6/12/12	The truck was moved on 6/11/12.	Closed
3.9	6/5/12	Irrigation Jason stated that per Jody, via Jim, the irrigation that is running through the mechanical yard shall be relocated around the yard. Swift will have this done after the	Swift
	6/12/12	concrete is poured. This item will be tracked on the COR log.	Closed
4.1	6/12/12	Mechanical Yard Layout Jason stated that due to the existing chiller pipes for Bldg. 14, the chillers and tanks needed to be shifted. Jason will send an RFI.	Jason

item #	Date 6/19/12	Item RFI No. 2 was received 6/13/12	Action By: Closed
4.2	6/12/12	Gravity Ventilator in Bldg. 3 Sidney stated that SMS had an RFI regarding the issue with the gravity ventilator that showed going through the roof. He asked Jason how he would like to handle it. Jason stated he would review with B&I and send an RFI.	Jason
4.3	6/12/12	Bidg. 12 Weather Tightness Bill asked about the weather tightness of the building. Drip caps were suggested to be installed above all doors. After the meeting the team looked at the building. Arif suggested a tier pricing system to seal the obvious items, then paint doors and louvers and then possibly address the entire building. Emie and Jason discussed having Service Painting evaluate the building and make suggestions. Jason will schedule Service Painting and provide a recommendation to Ernie. He will also have the roof leak at the boiler flue checked out. Jason received the price from Service Painting but has not thoroughly reviewed.	Jason
4.4	6/12/12	PO for PSI Jason stated that PSI was scheduled for tomorrow but has yet to receive a PO for the Owner. Ernie stated he had not received their proposal and wanted to know who Jason had spoken with at PSI. Jason will forward to Ernie so he can follow up. Jason sent the names to Ernie.	Jason Ernie
4.5	6/12/12	Zone Control It was discussed that Bidg. 6 proposed an issue with additional zones as to upsize the unit as necessary, it would be too large to fit through any opening to get it inside. It was then decided that an additional zone could be added to AHU 6-1 to cover the teacher planning area thus eliminating the need for the larger unit. Ernie asked for an order of magnitude price so he can present the cost to Jody. Sidney stated that he would work with John Sigenthal at Trane for unit sizes. Jason will work with B&I to price additional duct work, controls, zone dampers and duct heaters. Ernie provided direction from Jody	Sidney Jason
5.1	9/19/12	Moving of Bldg. 6	
		Logs Review Submittals - See Log RFI's - 1-2 have been sent. 1-2 have been answered COR's - None CO's - 1-3 have been submitted. 0 have been approved.	

The next Meeting is scheduled for June 26, 2012 at 2:30pm at Booker Middle School End of Meeting Minutes -