AMENDMENT # 2 TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

In accordance with the agreement dated: May 7, 2017 Between The School Board of Sarasota County, Florida and the Architect: Sweet Sparkman Architects 2168 Main St. Sarasota, Florida 34237 For the Project: Brentwood Elementary School: Cafeteria Replacement and HVAC Renovation_____ Authorization is approved to proceed with additional services as described below:

Professional services to provide Architectural, Structural and MEP construction documents and construction administration services for security and technology improvements and changes to Buildings 3 and 4 at Brentwood Elementary. Current project construction documents will be revised to document scope changes and revisions.

Security Upgrades

Sweet Sparkman Architects -	\$11,120.00
ME3 (Elec/Sec/Technology) -	\$3,610.00
Snell Engineering (Structural) -	\$1,800.00
Subtotal	\$16,530.00

Technology Revisions

Sweet Sparkman Architects -	\$390.00
ME3 (Elec/Sec/Technology) -	\$2,170.00
Subtotal	\$2,560.00

Total Lump Sum Fee \$18,190.00

Additional Services \$2,500.00

\$21,590.00 Total With Addt'l Services

The cost of the aforementioned additional services shall be a lump sum amount of \$18,190.00. Additional Services of \$2,500.00 will be only be used upon written authorization from Owner's Project Manager to cover out-of-scope or excluded items that may arise during the course of design and construction for scope related to Security and Technology Upgrades. Refer to attached fee breakdown.

Except as otherwise specifically modified by this Amendment, the rights and obligations of the parties, as contained in the Agreement Between Owner and Architect for Design and Construction Administration Services remain in full force and effect.

ARCHITECT	OWNER
Submitted by: John W. Bryant Discrete Sparkman Architects, CN-John W. Bryant Date: 2018.05.17 10:10:50-04'00'	ApprovedDisapproved
John W. Bryant, Project Manager	School Board of Sarasota County
5/17/18	
{insert date signed}	{insert date approved}

Brentwood Elementary Amendme	ent 2					
Security Upgrades and Technology Revisions Fee Breakdown						
Task Hours Rate/hr Total						
Security Upgrades						
Sweet Sparkman Architects						
Principal Architect	4	\$160.00	\$640.00			
Project Manager	12	\$140.00	\$1,680.00			
Project Architect	40	\$130.00	\$5,200.00			
Intern Architect	40	\$90.00	\$3,600.00			
SSA Total			\$11,120.00			
ME3						
Sr. Engineer Electrical	8	\$130.00	\$1,040.00			
Sr. Engineer Security/Tech	16	\$130.00	\$2,080.00			
Designer	7	\$70.00	\$490.00			
ME3 Total			\$3,610.00			
Snell Engineering						
Principal (Registered Engineer)	5	\$160.00	\$800.00			
Project Engineer	7	\$100.00	\$700.00			
CADD Operator	4	\$75.00	\$300.00			
Snell Total			\$1,800.00			
Security Upgrades Subtotal			\$16,530.00			

Technology Revisions			
Sweet Sparkman Architects			
Project Architect	3	\$130.00	\$390.00
SSA Total			\$390.00
ME3			
Sr. Engineer Security/Tech	14	\$130.00	\$1,820.00
Designer	5	\$70.00	\$350.00
Clerical		\$50.00	\$0.00
ME3 Total			\$2,170.00
Technology Revisions Subtotal			\$2,560.00

Additional Services (see SSA Proposal)

\$2,500.00

Grand Total \$21,590.00



SWEET SPARKMAN ARCHITECTS

May 5, 2018, rev. 5/17/18

AMENDMENT # 2
Authorization Statement For Scope of Professional Services

ORDERED BY: Ernest F. DuBose II

Project Manager

Sarasota County Schools

5391 Lakewood Ranch Blvd. North, Suite 200

Sarasota, Florida 34240

PROJECT: Brentwood Elementary School Cafeteria Replacement and

HVAC Renovation

School Board of Sarasota County (SBSC)

SCS Project ID # 3101

Architect Project No.: 17455

DESCRIPTION OF WORK: Description of Work described below is based upon

information and plan markups provided by SCS staff. See Exhibits A and B for plan markups documenting scope.

Security Upgrades (see Exhibit A for plan markups) Building 3

- Provide ballistic glazing (BR-8) at two existing front counter locations. Provide (1) window tray and microphone at each window. Modify opening and counter as required. Provide armor tile below each window.
- Replace main entry door and provide safety film on existing. Provide access control and card readers at locations indicated.

Building 4

- Replace (14) existing storefront doors with new glazed hollow metal doors with impact rated glazing.
 Provide door elevation drawings, typical details and new hardware groups.
- Provide access control as indicated for new doors; new security rack in MDF, new plywood backboard with distributed power for security headend components.
- Provide typical structural details as required for new door attachment.

 Modify walls as indicated in layout of IDF/Electrical Room.

Technology Revisions (see Exhibit B for plan markups)

- Buildings 1, 3, 5, 6 & 9: Various technology improvements per Owner redlines.
- Building 4: Various technology improvements per Owner redlines.

Scope of Services and Deliverables:

SSA and team consultants will revise existing permitted construction drawings as required to document changes described above. For items described above, scope of services includes Construction Administration and Closeout Documents generated from contractor's as-built marked up drawings.

SSA is prepared to begin providing services upon receipt of a signed authorization to proceed. Our work will be completed according to the established schedule developed by the design team, Construction Manager and SBSC.

SSA proposes to provide Basic Services as described above on a lump sum basis. The sum for these services will be Eighteen-thousand, one-hundred, ninety dollars (\$18,190.00).

Security Upgrades

Sweet Sparkman Architects, Inc.	\$	11,120.00
ME3 (Elec/Security/Technology)	\$	3,610.00
Snell Engineering (Structural)	\$	1,800.00
SubTotal	\$	16,530.00
Technology Revisions		
Sweet Sparkman Architects, Inc.	\$	390.00
ME3 (Elec/Security/Technology)	\$	2,170.00
SubTotal	\$	2,560.00
Total Basic Services	¢	18,190.00
Total Basic Services		10,150.00
Additional Services	\$	2,500.00
(see description below)		
Grand Total	\$	<u>21,590.00</u>

Additional Services fee listed above will be used to cover outof-scope or excluded items that may arise during the course of design and construction related to security or technology upgrades. Additional Services will only be used upon written authorization to proceed for from Owner's Project Manager.

SCHEDULE:

FEE BASIS:

ADDITIONAL SERVICES:

EXCLUSIONS:	The following items are excluded froutlined above: significant changes configuration, structural modifications in exhibit A, site lighting changes, extellighting, power gates and sprinkler systems.	to existing casework s not already outlined erior building mounted
TERMS:	Terms and Conditions shall be in a agreement original agreement betwee Schools and Sweet Sparkman Architect	en Sarasota County
APPROVED AND ACCEPTED BY:	Sarasota County Schools Ernest F. DuBose II	
	Signature	Date
	Sweet Sparkman Architects, Inc. John W. Bryant A'A LED AP Digitally signed by John W. Bryant Date: 2018.05.17 10:10:36-04'00'	

Signature

Date



5300 Paylor Lane Sarasota, FL 34240 Phone: 941-748-1319 Fax: 941-361-1221 www.me3-engr.com

May 1, 2018

Todd Sweet, AIA LEED AP, Principal SweetSparkman Architects 2168 Main Street Sarasota, FL 34237

Re: SBSC Brentwood Elementary School HVAC Renovation; Additional Services for Security Improvements, Sarasota, Florida

Dear Todd,

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

The scope of work is to design the security improvements to the campus as follows:

Building 3: Lobby improvements to include access control at multiple doors

Building 4: Access control at multiple doors, new security rack in MDF, new plywood backboard with distributed power for security headend components

Site: None

Included in the scope of the interior spaces are the redesign of the existing life safety lighting, egress lighting and fire alarm devices. Excluded from the scope are the following items: Millwork changes in Building 3, site lighting, exterior building mounted lighting, power gates and sprinkler systems.

The security improvements are based on information gathered with the client on April 30, 2018. Construction services include shop drawing review. Close-out Documents generated from contractor's as-built marked up drawings are included.

Our proposed lump sum, fixed fee is as follows:

TASK	HOURS	RATE/hr	TOTAL
CAD (Designer)	1	\$70.00	\$70.00
Electrical Engineering (Sr. Engineer)	6	\$130.00	\$780.00
Security/Technology Design (Sr. Engineer)	16	\$130.00	\$2,080.00
Meetings (Sr. Engineer)	0	\$130.00	\$0.00
Project Management (Principal)	0	\$145.00	\$0.00
Quality Control (Sr. Engineer)	0	\$130.00	\$0.00

Site Visit (Sr. Engineer)	1	\$130.00	\$130.00
Travel (Sr. Engineer)	1	\$130.00	\$130.00
Mechanical Design (Sr. Engineer)	0	\$130.00	\$0.00
Plumbing Design (Sr. Engineer)	0	\$130.00	\$0.00
Closeout Documents (Designer)	6	\$70.00	\$420.00
TOTAL	31		\$3,610.00

Please advise if any modifications are required to the intended scope of work. Thank you for the opportunity.

ME3 CONSULTING ENGINEERS, LLC.

Accepted by: SweetSparkman Architects

Bryan P. Zapf, P.E. May 1, 2018

Signature

Bryan P. Zapf / Vice President

Mh. 1 5/16/18

The Date

Date

Project

name/Title

Manage

SCHEDULE OF FEES 2018

Hourly Rates:

Classification	Rate / Hour
Principal	\$145.00
Sr Engineer	\$130.00
Staff Engineer	\$115.00
Designer	\$70.00
Clerical	\$55.00

Sub Consultants:

The fees for sub consultants engaged by ME3 on behalf of the Client will be billed at 1.2 times the cost submitted by the sub consultant.

Reimbursable Expenses:

Project related expenses such as travel, lodging, subsistence, toll charges associated with voice/data communication, postage, shipping and or specification reproduction are all reimbursable expenses and will be billed at cost plus 10%. Automobile travel in connection with projects outside Manatee or Sarasota counties will be billed at \$.51 per mile plus tolls and parking fees.

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 hability 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 MB3'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. MUB 5/16/18

Initials: \(\int \mathcal{W} \mathcal{S} \)

Date: \(\frac{5}{16} \)



5300 Paylor Lane Sarasota, FL 34240 Phone: 941-748-1319 Fax: 941-361-1221 www.me3-engr.com

May 1, 2018

Todd Sweet, AIA LEED AP, Principal SweetSparkman Architects 2168 Main Street Sarasota, FL 34237

Re: SBSC Brentwood Elementary School HVAC Renovation; Additional Services for Telecommunication Revisions and Improvements, Sarasota, Florida

Dear Todd,

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

The scope of work is to design the technology improvements to the campus as follows:

Buildings 1, 3, 5, 6 & 9: Various technology improvements as per the Owner's redlines Building 4: Various technology improvements as per the Owner's redlines to include a new telecom/data rack in MDF

Site: None

The technology revisions and improvements are based on information gathered with the client on April 30, 2018. Construction services include shop drawing review. Close-out Documents generated from contractor's as-built marked up drawings are included.

Our proposed lump sum, fixed fee is as follows:

TASK	HOURS	RATE/hr	TOTAL
CAD (Designer)	1	\$70.00	\$70.00
Electrical Engineering (Sr. Engineer)	0	\$130.00	\$0.00
Security/Technology Design (Sr. Engineer)	12	\$130.00	\$1,560.00
Meetings (Sr. Engineer)	0	\$130.00	\$0.00
Project Management (Principal)	0	\$145.00	\$0.00
Quality Control (Sr. Engineer)	0	\$130.00	\$0.00
Site Visit (Sr. Engineer)	1	\$130.00	\$130.00
Travel (Sr. Engineer)	1	\$130.00	\$130.00
Mechanical Design (Sr. Engineer)	0	\$130.00	\$0.00

Plumbing Design (Sr. Engineer)	0	\$130.00	\$0.00
Closeout Documents (Designer)	4	\$70.00	\$280.00
TOTAL	19		\$2,170.00

Please advise if any modifications are required to the intended scope of work. Thank you for the opportunity.

ME3 CONSULTING ENGINEERS, LLC.

Accepted by: SweetSparkman Architects

Signature

Date Signature

Bryan P. Zapf / Vice President

Date

Byyart Project Manager

/ Title

SCHEDULE OF FEES 2018

Hourly Rates:

Classification	Rate / Hour
Principal	\$145.00
Sr Engineer	\$130.00
Staff Engineer	\$115.00
Designer	\$70.00
Clerical	\$55.00

Sub Consultants:

The fees for sub consultants engaged by ME3 on behalf of the Client will be billed at 1.2 times the cost submitted by the sub consultant.

Reimbursable Expenses:

Project related expenses such as travel, lodging, subsistence, toll charges associated with voice/data communication, postage, shipping and or specification reproduction are all reimbursable expenses and will be billed at cost plus 10%. Automobile travel in connection with projects outside Manatee or Sarasota counties will be billed at \$.51 per mile plus tolls and parking fees.

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.

TWB 5/16/18

Initials: TWB

Date: 5/16/18



May 16, 2017

John Bryant, AIA, LEED AP Sweet Sparkman Architects 2168 Main Street Sarasota, FL 34237

> RE: Brentwood Elementary School - Security Renovations Structural Engineering Services

Dear John:

We would be pleased to provide structural engineering services for the reference project and submit the following proposal for your consideration.

The scope of work includes the addition of security features across the Brentwood Campus, focused mainly at Building 4 and the admin area of Building 3. We understand that building 4 will require three unique window frames analyzed for current wind load and design criteria specified by the manufacturers NOA. We also understand that supports may be necessary for the reinforced glass areas at the admin area.

Our scope of services will be to provide structural design for all load bearing components for the window and door openings. We will review and markup specifications as requested. We will provide reproducible drawings for permit. Drawings will be completed in Revit format. We will coordinate with the geotechnical engineering for final foundation design. The project will be designed in accordance with local requirements and the 2017 Florida Building Code.

After completion of working drawings, we will be available to answer questions during bidding and construction. We will review shop drawings relative to the structural portion of the work for general compliance with the intent of the structural design. We are available to provide inspections during construction to verify that the work is being completed according to the intent of the structural drawings. Inspections would be on an as requested basis and a fee per visit has been provided in the fee schedule below

Snell Engineering Consultants would be pleased to provide Structural Engineering services to you as follows, based upon the above described square footage and type of construction:

SnellEngineering.com
P: 941.954.0681 | F: 206.339.2777
1491 2nd Street, Suite A Sarasota, FL 34236

Tasks	Amount
Contract Documents	\$ 1,800

Our scope of work does not currently include engineering for pre-engineered elements of the building such as light gauge trusses, precast concrete components, glass, glazing, railings, and other collateral elements. Work required beyond the scope of this proposal will be billed at our current hourly rates per the attached schedule.

We trust that the described scope of services and fee figures are in keeping with your expectations. Please do not hesitate to call should you need additional information or clarification. Thank you again for the opportunity to work with you on this project.

Sincerely,

SNELL ENGINEERING CONSULTANTS

Curtis G Ross II, P.E. Managing Principal

SnellEngineering.com P: 941.954.0681 | F: 206.339.2777 1491 2nd Street, Suite A Sarasota, FL 34236

Date: May 16, 2018

___ 3/17/18 <u>191</u>19 / Project Manager

Project No.:

CASE DOCUMENT 1-1996 An Agreement for the Provision of Limited Professional Services Prepared by the Council of American Structural Engineers

Structural Engineer (SE):

Snell Engineering Consultants 1491 Second Street, Suite A Sarasota, FL 34236

Client:

John Bryant, AIA, LEED AP Sweet Sparkman Architects

2168 Main Street Sarasota, FL 34237

Project Name:

Brentwood Elementary School - Secuirty Renovations

Location:

Sarasota, Florida

Scope of Services:

See attached proposal for scope of services

Fee Arrangement:

See attached proposal for fee.

SCHEDULE OF 2017 HOURLY RATES

Principal (Registered Engineer): \$ 160.00/Hr. Staff/Design Engineer (Registered): \$ 125.00/Hr. Project Engineer (EI): \$100.00/Hr. \$ 75.00/Hr. **CADD** Operator: Clerical: \$ 65.00/Hr. Plots: \$15.00 per sheet \$ 1.50 per sheet Prints (24" x 36"): Photocopies (8½"x11" black & white): \$ 0.10 per page Photocopies (8½"x11" color): \$ 0.60 per page Mileage (outside Sarasota & Manatee Co.): \$ 0.535 per mile All Other Expenses: cost + 15%

Offered by (SE):

Accepted by (Client):

(signature)

<u>Curtis G Ross, II/ President</u> (printed name/title)

(signature/title/date)

(printed name/title)

The terms and conditions on the attached form are part of this agreement.

SnellEngineering.com
P: 941.954.0681 | F: 206.339.2777

1491 2nd Street. Suite A Sarasota. FL 34236

Terms and Conditions

Structural Engineer (SE) shall perform the services outlined in this agreement for the stated fee arrangement.

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis. the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Unless otherwise stated, the SE will have access to the site for activities necessary for the performance of the services. The SE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SE has reason to believe that such a condition may exist, the SE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

The Client shall indemnify and hold harmless the SE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and the SE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the SE s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$10,000, the amount of the SE's fee (whichever is less) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, the SE's nedligence, errors, omissions, strict liability breach of contract or breach of warranty.

It is intended by the parties to this Agreement that the SE's services in connection with the project shall not subject the SE's individual employees officers or directors to any pensonal legal exposure for the risks associated with this project. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/ox assexted only against the SE, a Florida corporation, and not against any of the SE's employees, officers or directors.

558.0035 PURSUANT TO SECTION FLORIDA THE STATUTES, CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT THIS AGREEMENT. PROVIDE UNDER NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

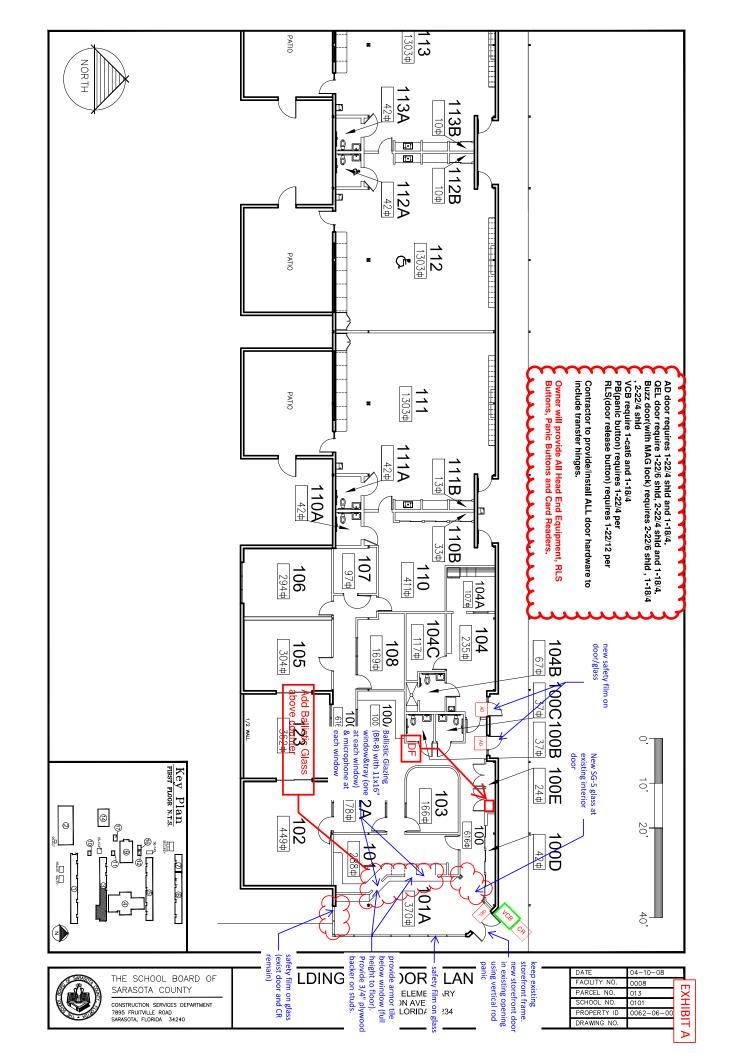
Ownership Documents

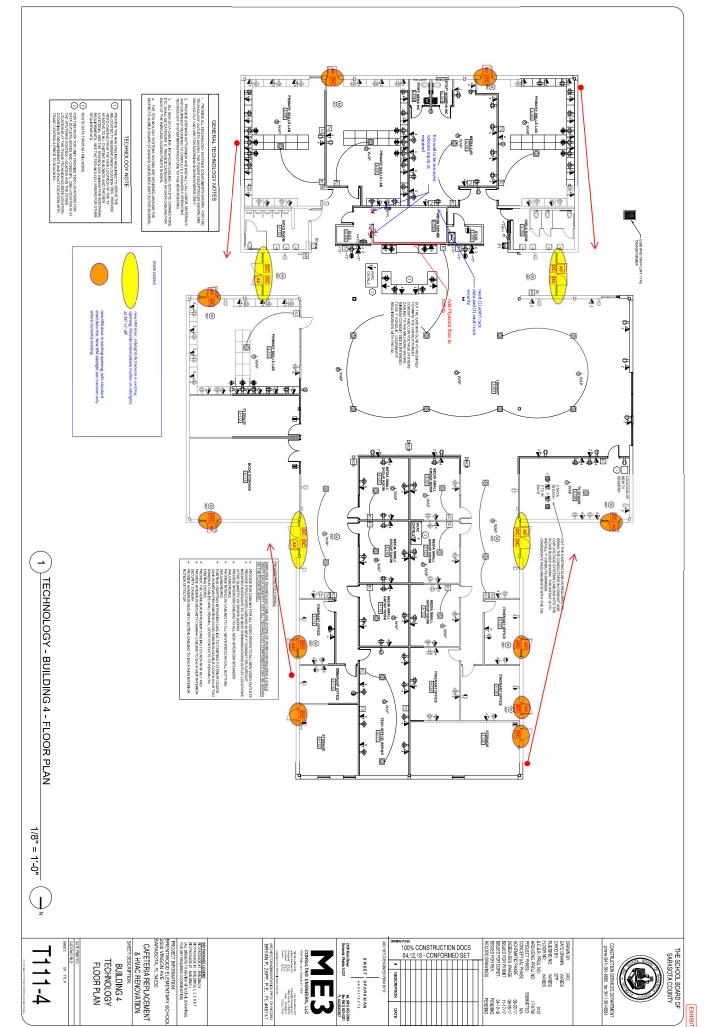
All documents produced by the SE under this agreement shall remain the property of the SE and may not be used by the Client for any other endeavour without the written consent of the SE.

Dispute Resolution

Any claim or dispute between the Client and the SE shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the SE.

> SnellEngineering.com P: 941.954.0681 | F: 206.339.2777 1491 2nd Street, Suite A Sarasota, FL 34236





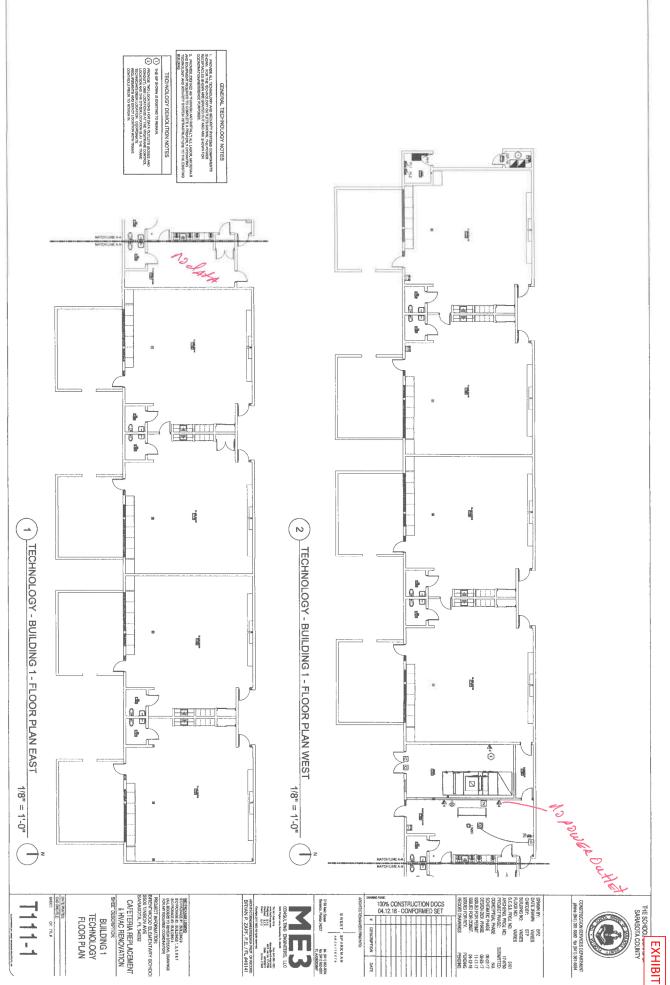


EXHIBIT B



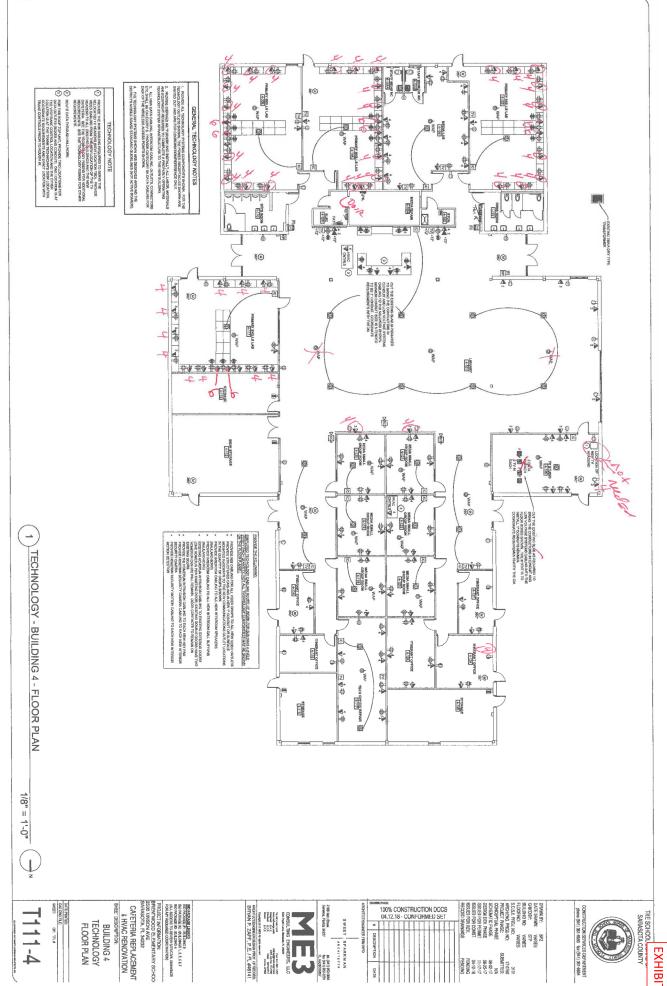
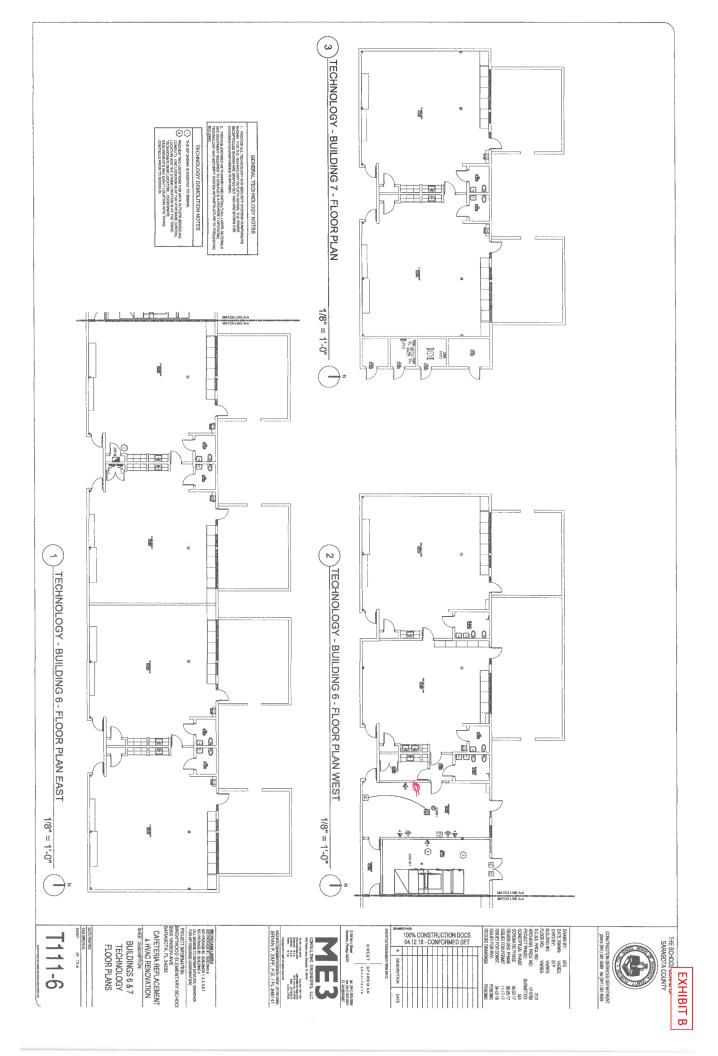
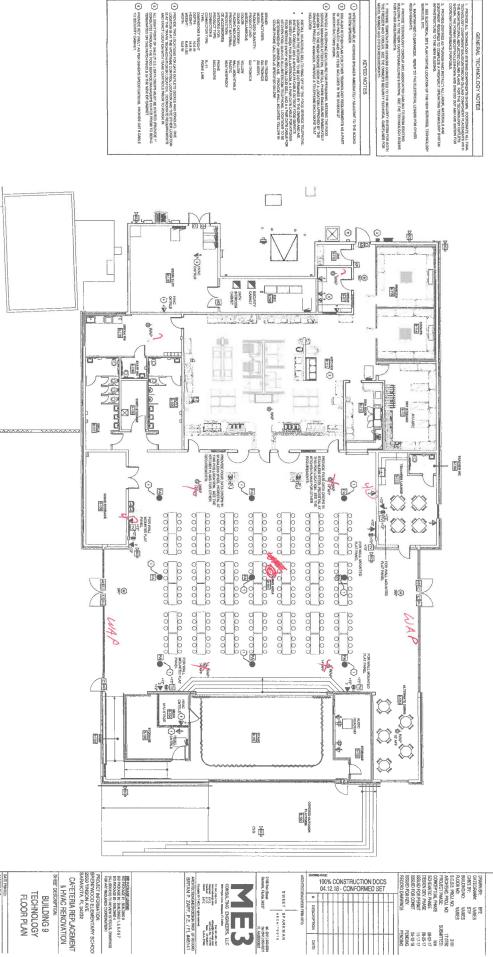


EXHIBIT B





100% CONSTRUCTION DOCS 04.12.18 - CONFORMED SET

SPARKMAN

CONSTRUCTION SERVICES DEPARTMENT plume (941) 361-6680 fax (941) 361-6694

SARASOTA COUNTY

EXHIBIT B

CAFETERIA REPLACEMENT & HVAC RENOVATION SHEET DESCRIPTION:

ARCHIECTERANE BALESIAN PROF. OF RECORD
BRYAN P. ZAPF, P.E. / FL #46141

Pace, N 6-305-1721 shifting@e-sig-scot high aco No. 17-0710 Table 107100017 C.O.A. 27NG

BUILDING 9 TECHNOLOGY FLOOR PLAN

T111-9

1/8" = 1'-0"

1) TECHNOLOGY - BUILDING 9 - FLOOR PLAN

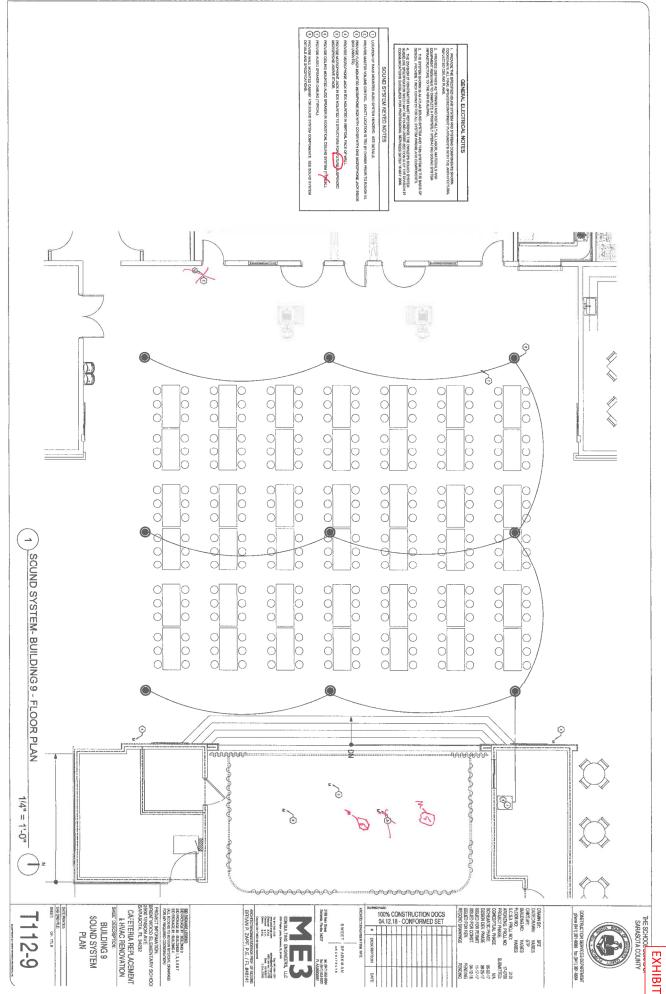
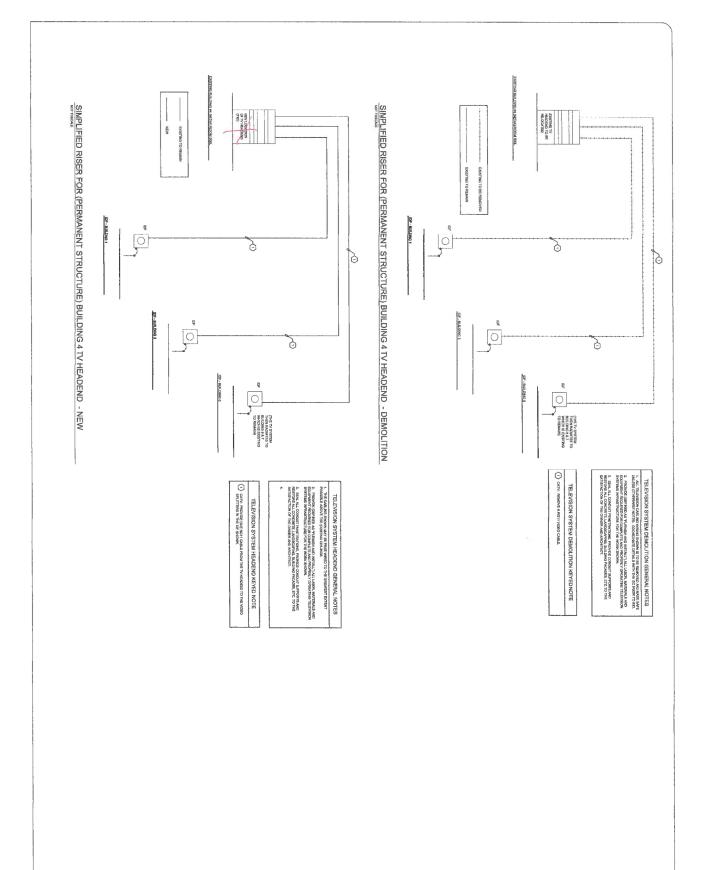


EXHIBIT B



T401

SEE TECHNOLOGY
RESSORTER
RESPONSE
RESSORTER
RESPONSE

CONSTRUCTION SERVICES DEPARTMENT phone (M1) 361-4880 tar (M1) 361-4880

DOWNER: BEZ

DATE JAME: VIPE

ANTE JAME: VIPE

REALIND IN: VIPE

BEALIND IN: VIPE

BEALIND

B

3101 17-0750 SUBMITTED: NA 06-02-17 08-25-17 11-17-17 04-12-18 PENDANG

100% CONSTRUCTION DOCS 04.12.18 - CONFORMED SET

2166 kain Straet Sansaca, Florida 34207

SWEET SPARKMAN

Complete of MED All right assessed
ARCHIEGENERAL BERNOLDER PROF. OF RECORD
BRYAN P. ZAPF, P.E. / FL #46141

THE SCHOOL SARASOTA COUNTY