AMENDMENT #5 TO AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES SARASOTA HIGH SCHOOL RENOVATION AND NEW CONSTRUCTION

THIS AMENDMENT #5 to Agreement Between Owner and Design Professional for Design and Construction Administration Services is entered into this 20th day of October, 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 Harvard Jolly, Inc. (the "Design Professional").

RECITALS

A. The Owner and the Design Professional entered into an Agreement Between Owner and Design Professional for Design and Construction Administration Services for the Sarasota High School Renovation and Ne Construction (the "Agreement"), dated May 1, 2012.

B. The parties hereto desire to modify the Agreement, and hereby enter into this Amendment #5 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 \$1,801,945.00.
- 2. Exhibits "A" and "B" dated October 1, 2015, attached to this Amendment #5, shall replace those originally issued with the Agreement. Exhibit "D" is being added to the contract to set forth how the total fee has been calculated.
 - 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 #5 and any terms of the Agreement, the terms of this Amendment #1 shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the date first above written.

| COUNTY, FLORIDA | THE SCH | OOL BOARD OF SARASOTA | |
|-----------------|---------|-----------------------|--|
| | COUNTY, | FLORIDA | |

HARVARD JOLLY, INC.

| В | Y | : | | | |
|---|---|----------|--------|-------|--|
| | F | rank | Koyach | Chair | |

William B. Harvard, Jr. CEO

Approved for Legal Content May 2014 by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: MG

Amendment to the Professional Services Agreement

Amendment Number: 005

TO: The School Board of Sarasota County, Florida (Owner or Owner's Representative)

(Printed name and title)

| In accordance with the Agreement dated: May 1, 2012 | |
|---|---|
| BETWEEN the Owner: (Name and address) The School Board of Sarasota County, Florida 1960 Landings Blvd. Sarasota, FL 34231 | |
| and the Architect: (Name and address) Harvard Jolly, Inc. 2714 Dr. ML King Jr. St. N. St. Petersburg, FL 33704 | |
| for the Project: (Name and address) 12028.00 - SBSC - Sarasota High School Addition and | Renovation |
| Authorization is requested ☑ to proceed with Additional Services. ☐ to incur additional Reimbursable Expenses. | |
| As follows: Additional services for scope of work associated with B lump sum fee of \$16,625 per the attached proposal letter | uilding 1 furniture selection. Add Services #5 is proposed as a car dated September 25, 2015. |
| The following adjustments shall be made to compensation (Insert provisions in accordance with the Agreement, or | |
| Compensation: Additional Services #5 - Lump Sum \$16,625.00 - This | Amendment |
| Time: N/A | |
| SUBMITTED BY: | AGREED TO: |
| (Signature) JEFFREY E. COBBLE, AIA, CPTED, REFP PRESIDENT/COO | (Signature) Frank Kovach, Chair |

(Date)

(Printed name and title)

EXHIBIT "A" INVOICE FOR PROFESSIONAL SERVICES

The School Board of Sarasota County, Florida

Construction Services Department

7895 Fruitville Road Sarasota, FL 34240

ATTN:

Paul Pitcher

ARCHITECT:

Jeffrey E. Cobble, Executive Vice President

Harvard Jolly, Inc.

2714 Dr. Martin Luther King Jr. Street North

St. Petersburg, FL 33704

RE:

School Board Project Name:

Sarasota High School Renovation

School Board Project No.:

3055

School Board Contract No. : _____

INVOICE NO.: _____

Professional Project No.: 12028.00

| | , , , , , | essional Project N | O | | 2020.00 | - | | |
|------------------------------|-----------|--------------------|-------------------|----|------------------------------|----|--------------------------------------|------------------|
| SERVICE | SCH | EDULED VALUE | % COMPLET E | 1 | TOTAL PREVIOUS PAYMENTS + | | PAYMENT REQUEST THIS INVOICE = | AMOUNT O DATE |
| Schematic Design Phase 10% | \$ | 149,698.50 | 100.00% | \$ | 149,698.50 | \$ | - | \$ - |
| Design Development Phase 20% | \$ | 299,397.00 | 100.00% | \$ | 299,397.00 | \$ | | \$ |
| Construction Document Ph 35% | \$ | 523,944.75 | 100.00% | \$ | 523,944.75 | \$ | - | \$ |
| Bidding/Negotiation Phase 5% | \$ | 74,849.25 | 100.00% | \$ | 74,849.25 | \$ | - | \$ - |
| Construction Admin Ph 20% | \$ | 299,397.00 | 68.54% | \$ | 205,202.75 | \$ | - | \$ - |
| Final Acceptance 10% | \$ | 149,698.50 | 0.00% | \$ | - | \$ | - | \$ - |
| Landscape Architect | \$ | 25,000.00 | 38.00% | \$ | 9,515.00 | \$ | - | \$ - |
| Kitchen Consultant | \$ | 25,000.00 | 83.81% | \$ | 20,953.90 | \$ | - | \$ |
| Structural Analysis | \$ | 18,010.00 | 100.00% | \$ | 18,010.00 | \$ | • | \$ |
| Design Charrette Process | \$ | 30,000.00 | 99.00% | \$ | 29,810.00 | \$ | - | \$ - |
| 21st Century | \$ | 50,000.00 | 97.56% | \$ | 48,782.50 | \$ | • | \$ |
| B13 & B14 Renovations | \$ | 29,010.00 | 100.00% | \$ | 29,010.00 | \$ | - | \$ - |
| Portable Relocation (Amd #2) | \$ | 5,695.00 | 100.00% | \$ | 5,695.00 | \$ | - | \$ |
| Add Svc #2 (Amnd #3) | \$ | 74,720.00 | 100.00% | \$ | 74,720.00 | \$ | - | \$ |
| Amendment #4 | \$ | 20,900.00 | 0.00% | \$ | - | \$ | - | \$ - |
| Amendment #5 | \$ | 16,625.00 | 0.00% | \$ | | \$ | - | |
| Total Reimbursables | \$ | 10,000.00 | 35.92% | \$ | 3,592.78 | \$ | - | \$ - |
| Grand Total | \$ | 1,801,945.00 | 82.86% | \$ | 1,493,181.43 | \$ | | \$ - |

| TOTAL AMOUNT DUE AND PAYABLE THIS IN | VOICEA | | ¢ | Harmon transcription of the contract of |
|--------------------------------------|----------------|----------------------|---|---|
| TOTAL AMOUNT DOE AND PATABLE THIS IN | VOICE. | | Ψ | |
| CERTIFIED TRUE AND CORRECT BY: | | | | 10-1-15 |
| | (Signature of | Architect) | | (Date) |
| Typed Name and Title: | Jeffrey E. Col | oble, AIA, President | | |
| | | | | |

(For School Board Use ONLY)

Recommended for Payment by:

HARVARD JOLLY

DESIGNING POSSIBILITIES SINCE 1938

STOCKHOLDERS William B. Harvard, Jr., AIA Jeffrey E. Cobble, AIA Michael K. Hart, AIA Ward J. Friszolowski, AIA Steven M. Heiser, AIA Aleiandro F. Gonzalez, AIA Jack Williams, Jr., AIA Stephen L. Johnson, AIA Philip L. Trezza, Jr., AIA René Tercilla, AIA Jacquelyn S. Spears, ASID Leslie D. Brunell, AIA Maria Harvard Rawls Louis B. Kubler II Charles J. Clees, RLA, ASLA Howard W. Braukman, AIA Drazen Ahmedic, AIA Ronald R. Zajac, AIA Joseph E. Blouin, Jr., AIA Winola H. Davidson, IIDA Amy E. Jarman, RA Candace E. Shepherd Robert S. Cusick, AIA Michael R. Johnson, AIA David N. Sobel Debbie D. Wilkinson, AIA Bobby Cresap, RA Carole F. Mayer Laurie D. Henry Chad Jones, AIA Emmet T. Van Aken, AIA Amy E. Weber, AIA

September 25, 2015

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

Re: Add Services #4 Proposal - Building 1 Furniture Selection

Dear Mr. Pitcher,

Harvard Jolly Architecture is pleased to provide the following proposal for the above referenced project. Tasks associated with the services and hours assigned to each task are outlined below:

Task 1: Scope shall include initial staff meetings, evaluation and research on the available state contract vendors as provided by the purchasing department, redesign of the furniture layout per inifial staff meetings, selection of the available furniture schemes (2), generation of power point presentation and design layout drawings depicting edited furniture layout options.

Project Manager 16 hours @ \$170/hour =\$2,720 |
Interior Designer 32 hours @ \$110/hour =\$3,520 |
Clerical 4 hours @ \$55/hour =\$220 |
Subtotal \$6,460

Task 2: Scope shall include initial staff meeting to present the layout/furniture cut sheet options to the staff as well as all associated edits (layout and cut sheet selection) as agreed upon at the Task 1 Meeting above.

 Project Manager
 12 hours @ \$170/hour
 =\$2,040

 Interior Designer
 32 hours @ \$110/hour
 =\$3,520

 Clerical
 3 hours @ \$55/hour
 =\$165

 Subtotal
 \$5,725

Task 3: Scope shall include final presentation for the complete furniture package/layout, selection of finishes for each component, itemized furniture list with quantities and model numbers as well as finalized furniture layout drawings.

 Project Manager
 4 hours @ \$170/hour
 =\$680

 Interior Designer
 16 hours @ \$110/hour
 =\$1,760

 Clerical
 0 hours @ \$55/hour
 =\$0

 Subtotal
 \$2,440

Task 4: Scope shall include 1 interior rendering of the media center showcasing the furniture selection per Task 3 concencus. Lump sum fee for the rendering: \$2,000

Total Add Services #4: \$16,625

Please let me know if you have any questions.

Drain Ahmedic

Sincerely,

Dražen Ahmedić, AIA

Principal

Harvard Jolly Architecture Xc: Steven Johnson