

**AMENDMENT #4 TO AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
BOOKER HIGH SCHOOL RE-BUILD**

THIS AMENDMENT #4 to Agreement Between Owner and Architect for Design and Construction Administration Services is entered into this 7th day of October, 2014, 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 "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 Booker High School Re-build (the "Agreement"), dated November 3, 2009.

B. The parties modified the "Agreement" on May 4, 2010 through the execution of "Amendment #1" to the "Agreement Between Owner and Architect for Design and Construction Administration Services", again on August 17, 2010 through the execution of "Amendment #2" to the "Agreement Between Owner and Architect for Design and Construction Administration Services", and then again on January 8th, 2013 through the execution of "Amendment #3" to the "Agreement Between Owner and Architect for Design and Construction Administration Services".

C. The parties hereto desire to further modify the Agreement to include Additional Services requested from Owner to complete the project.

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

1. The total amount payable to the Architect under this Agreement for all services is \$3,917,799.00, as reflected and itemized on the attached Exhibit "D". Exhibit "D", which is dated October 7, 2014, is hereby incorporated into and included as an Exhibit to the Agreement.

2. The attached Exhibits "A" and "B", both of which are dated October 7, 2014, hereby replace the Exhibits "A" and "B" which had been previously attached to Amendment #3. All references within the Agreement to either Exhibits "A" or "B" shall now apply to the Exhibits "A" and "B" dated October 7, 2014 attached hereto.

3. The Original Exhibit "C" Project Schedule, dated October 7, 2014, shall remain the Exhibit "C" Project Schedule referenced and identified in the Agreement.

4. 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.

5. Where there is any direct conflict between the terms of this Amendment #4 and any terms of the Agreement or of Amendment #1, Amendment #2, and Amendment #3, the terms of this Amendment #4 shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

HARVARD JOLLY, INC.

BY: _____
Jane Goodwin, Chair

BY: _____
Jeffrey Cobble, President

Approved for Legal Content
July 29, 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 F. DuBose II, Project Manager

ARCHITECT: Jeffrey E. Cobble, President
Harvard Jolly, Inc.
2714 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33704

INVOICE NO.: _____
DATE: _____

RE: School Board Project Name: Booker High School - Rebuild

School Board Project No.: 3085 School Board Contract No.: _____

Professional Project No.: 9059

SERVICE	SCHEDULED VALUE	% COMPLETE	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Schematic Design Phase	\$529,000	0.00%			\$0
Design Development Phase (Architectural)	\$412,059	0.00%			\$0
Design Development Phase (MEP, FP, Tech, Low V)	\$170,607	0.00%			\$0
Design Development Phase (Structural)	\$39,600	0.00%			\$0
Design Development Phase (Civil)	\$71,100	0.00%			\$0
Design Development Phase (Food Service)	\$5,060	0.00%			\$0
Construction Documents Phase (Architectural)	\$730,468	0.00%			\$0
Construction Documents Phase (MEP, FP, Tech, Low V)	\$260,715	0.00%			\$0
Construction Documents Phase (Structural)	\$70,200	0.00%			\$0
Construction Documents Phase (Civil)	\$126,040	0.00%			\$0
Construction Documents Phase (Food Service)	\$8,970	0.00%			\$0
Bidding & Negotiation Phase (Architectural)	\$112,380	0.00%			\$0
Bidding & Negotiation Phase (MEP, FP, Tech, Low V)	\$40,110	0.00%			\$0
Bidding & Negotiation Phase (Structural)	\$10,800	0.00%			\$0
Bidding & Negotiation Phase (Civil)	\$19,391	0.00%			\$0
Bidding & Negotiation Phase (Food Service)	\$1,380	0.00%			\$0
Construction Administration Phase (Architectural)	\$412,059	0.00%			\$0
Construction Administration Phase (MEP, FP, Tech, Low V)	\$147,070	0.00%			\$0
Construction Administration Phase (Structural)	\$39,600	0.00%			\$0
Construction Administration Phase (Civil)	\$71,100	0.00%			\$0
Construction Administration Phase (Food Service)	\$5,060	0.00%			\$0
Final Acceptance Phase (Architectural)	\$206,029	0.00%			\$0
Final Acceptance Phase (MEP, FP, Tech, Low V)	\$73,535	0.00%			\$0
Final Acceptance Phase (Structural)	\$19,800	0.00%			\$0
Final Acceptance Phase (Civil)	\$35,550	0.00%			\$0
Final Acceptance Phase (Food Service)	\$2,530	0.00%			\$0
Total Fee	\$3,582,131	0.00%	\$ -	\$ -	\$0
Total Add'l Services	\$310,668	0.00%	\$ -	\$ -	\$0
Total Reimbursables	\$25,000	0.00%	\$ -	\$ -	\$0
Grand Total	\$3,917,799	0.00%	\$ -	\$ -	\$0

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE: \$ -

CERTIFIED TRUE AND CORRECT BY:

(Signature of Architect)

(Date)

Typed Name and Title:

J. Cobble President
7-12-14

(For School Board 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
SD Additional Services					
Orange Avenue Re-Route	\$ 73,805.00				\$ -
DD-CA Additional Services					
Civil (Poratable Dining)	\$ 14,543.00				\$ -
Architectural (Poratable Dining)	\$ 88,256.00				\$ -
Food Service (Poratable Dining)	\$ 10,498.00				\$ -
MEP, FP, Tech (Poratable Dining)	\$ 31,500.00				\$ -
Construction Phase Additional Services					
Redesign Building 4 Science Labs - REVISION 1	\$ 20,700.00				\$ -
Redesign Building 8 Science Labs - REVISION 1	\$ 5,850.00				\$ -
Redesign Building 4 Science Labs - REVISION 2	\$ 11,250.00				\$ -
Redesign Building 8 Science Labs - REVISION 2	\$ 3,825.00				\$ -
Redesign Buildings 4 & 8 Science Labs - REVISION 3	\$ 3,375.00				\$ -
Redesign Building 4: Group Restrooms and ESE Science Storage Rooms	\$ 8,933.00				\$ -
Redesign Building 8's Dressing Rooms	\$ 5,553.00				\$ -
Design of Temporary Science Lab	\$ 2,933.00				\$ -
Design of Temporary Construction Lab	\$ 3,413.00				\$ -
Relocate CCTV head end from Media Center to Bldg 8	\$ 1,433.00				\$ -
City of Sarasota Site Plan Review & Revisions	\$ 9,000.00				\$ -
Building 4 Sewer Realignment	\$ 3,000.00				\$ -
Redesign Media Center	\$ 9,831.00				\$ -
Revise Administrative Parking Lot	\$ 2,970.00				\$ -
TOTAL AMENDMENTS/ADD'L SERVICES	\$ 310,668.00	0%	\$ -	\$ -	\$ -

ATTACH DOCUMENTATION TO SUPPORT ADDITIONAL SERVICES ITEMS.

CERTIFIED TRUE AND CORRECT BY:

(Signature of Architect)

(Date)

Typed Name and Title:

J. G. Hill
President
 9-12-14

(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 =	TOTAL AMOUNT DUE TO DATE
Amendment #2	\$ 25,000.00	0%			\$ -
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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)

7-12-14
(Date)

Typed Name and Title:

J. C. [unclear] president

(For School Board Use ONLY)

Recommended for Payment by:

(Signature of Project Manager)

(Date)

EXHIBIT "B"
SCHEDULE OF ADDITIONAL SERVICES

B.1 ADDITIONAL SERVICES

B.1.1 Provide all Civil Engineering Services necessary to design and realign Orange Avenue in accordance with the eight (8) page Scope of Services prepared and provided by the Architect's Civil Engineering consultant, DMK Associates, Inc., dated March 18, 2010, which is incorporated herein.

B1.1.1: \$73,805.00, in accordance with the Orange Avenue Realignment Task Hours and Associated Fees proposal dated 3/17/2010 submitted by the Architect's Civil Engineering consultant, DMK Associates, Inc., which is incorporated herein.

B.1.2 Provide all Architectural and Engineering Services necessary to design the portable campus, comprised of 47 portable classroom and support buildings to be utilized by students and staff until construction of new buildings is complete in December, 2013.

B1.2.1: \$14,543.00, for preparation of all civil engineering construction documents required to provide for the complete portable campus design.

B1.2.2: \$88,256.00, for preparation of all architectural construction documents required to provide for the complete portable campus design.

B1.2.3: \$10,498.00, for preparation of all food service construction documents required to provide for the complete portable campus design.

B1.2.4: \$31,500.00, for preparation of all mechanical, electrical, plumbing, fire alarm, and communications engineering construction documents required to provide for the complete portable campus design.

B.1.3 Provide all Architectural and Engineering Services necessary to complete the design scope changes requested by Owner during the course of the project.

B.1.3.1: \$20,700, to redesign Building 4 Science Labs - Revision 1. Redesign of the above mentioned spaces, all architectural and engineering disciplines revised and coordinated, based on Owner provided concepts.

B.1.3.2: \$2,970, to modify the design of the administrative parking lot, including meeting with SWFWMD, revising all applicable civil and architectural site CADD drawings, and associated design review.

B.2 HOURLY RATES

Architectural Design Services:

Principal Architect.....	\$ 200.00	per hr
Project Architect.....	\$ 170.00	per hr
Senior CAD Technician.....	\$ 100.00	per hr
Junior CAD Technician.....	\$ 90.00	per hr

Clerical Staff..... \$ 60.00 per hr

Civil Engineering Services:

Principal Engineer \$ 150.00 per hr

Senior Project Manager..... \$ 125.00 per hr

Project Manager..... \$ 110.00 per hr

Project Engineer..... \$ 90.00 per hr

Design Engineer..... \$ 80.00 per hr

Senior CAD Technician..... \$ 75.00 per hr

CAD Technician..... \$ 50.00 per hr

Clerical Staff..... \$ 50.00 per hr

Structural Engineering Services:

Principal Engineer..... \$ 168.00 per hr

Project Manager..... \$ 126.00 per hr

Senior Engineer..... \$ 120.00 per hr

Engineer..... \$ 105.00 per hr

Senior CAD Technician \$ 100.00 per hr

CAD Technician \$ 80.00 per hr

Clerical Staff \$ 45.00 per hr

Mechanical Engineering Services:

Principal Engineer \$ 190.00 per hr

Engineer \$ 105.00 per hr

Senior Designer..... \$ 75.00 per hr

Draftperson..... \$ 60.00 per hr

Construction Coordinator..... \$ 70.00 per hr

Clerical Staff \$ 45.00 per hr

EXHIBIT "C"
PROJECT SCHEDULE

Design Phase:	Due Date:
Design Development	10/8/2010
Early Site Package	10/29/2010
Construction Documents	1/14/2011

Construction Phase:	Start Date:	End Date:
Construction Administration (Building)	7/1/2010	8/31/2013
Construction Administration (Site Work Completion)	7/1/2010	12/1/2014