

**AMENDMENT #3 TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

**Booker Middle School HVAC Renovation Project**

THIS AMENDMENT #3 to Agreement between Owner and Architect for Design and Construction Administration Services is entered into this 3rd day of September, 2013, 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 Booker Middle School HVAC Renovation Project (the "Agreement"), dated February 7, 2012.

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:

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 \$625,760.00.

2. Exhibits "A" and "B" dated April 16, 2013, attached to this AMENDMENT #3, 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 #3.

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 #3 and any terms of the Agreement, the terms of this AMENDMENT #3 shall control.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #3 as of the date first above written.

THE SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

Sweet Sparkman Architects, Inc.

BY: \_\_\_\_\_  
Jane Goodwin, 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

ARCHITECT: Sweet Sparkman Architects Inc.  
 2168 Main Street  
 Sarasota, FL 34237

INVOICE NO.: \_\_\_\_\_  
 DATE: \_\_\_\_\_

RE: School Board Project Name: Booker Middle School - HVAC Renovation

School Board Project No.: \_\_\_\_\_ School Board Contract No. : \_\_\_\_\_

Professional Project No.: \_\_\_\_\_

SERVICE	SCHEDULED VALUE	% COMPLETE	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
Schematic Design Phase 10%	\$ 48,100.00				\$ -
Design Development Phase 20%	\$ 96,200.00				\$ -
Construction Document Phase 35%	\$ 166,700.00				\$ -
Bidding/Negotiation Phase 5%	\$ 37,000.00				\$ -
Construction Administration Phase 20%	\$ 148,000.00				\$ -
Final Acceptance 10%	\$ 74,000.00				\$ -
Total Fee 100%	\$ 570,000.00		\$ -	\$ -	\$ -
Total Add'l Services	\$ 55,760.00		\$ -	\$ -	\$ -
Total Reimbursables	\$ -		\$ -	\$ -	\$ -
Grand Total	\$ 625,760.00		\$ -	\$ -	\$ -

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE: \$ -

CERTIFIED TRUE AND CORRECT BY: \_\_\_\_\_  
 (Signature of Architect) (Date)

Typed Name and Title: Todd Sweet, Principal

(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
B.1.1 - SWFWMD Permit	\$ 5,000.00				\$ -
B.1.6 - Civil Engineering	\$ 10,000.00				\$ -
B.1.9 - Amendment #1	\$ 21,310.00				\$ -
B.1.10 - Amendment #2	\$ 7,555.00				\$ -
B.1.11 - Amendment #3	\$ 11,895.00				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL AMENDMENTS/ADD'L SERVICES	\$ 55,760.00		\$ -	\$ -	\$ -

ATTACH DOCUMENTATION TO SUPPORT ADDITIONAL SERVICES ITEMS.

CERTIFIED TRUE AND CORRECT BY:

\_\_\_\_\_  
 (Signature of Architect) (Date)  
 Typed Name and Title: Todd Sweet, Principal  
 Recommended for Payment by: \_\_\_\_\_  
 (Signature of Project Manager) (Date)

(For School Board Use ONLY)

**PROFESSIONAL SERVICES INVOICE FOR REIMBURSABLES**

REIMBURSABLES (INCLUDE DESCRIPTION)	SCHEDULED VALUE (BUDGET)	% COMP	TOTAL PREVIOUS PAYMENTS +	PAYMENT REQUEST THIS INVOICE =	TOTAL AMOUNT DUE TO DATE
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL REIMBURSABLES</b>	\$ -		\$ -	\$ -	\$ -

**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)

Typed Name and Title: Todd Sweet, Principal  
 (Date)

(For School Board Use ONLY)

Recommended for Payment by: \_\_\_\_\_  
 (Signature of Project Manager)

**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 \$5,000.00.

**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:**       \$ 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 \$ 10,000.00 .

**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 \$ N/A

**B.1.9** Amendment #1 – Professional Services to provide the necessary plan revisions to add one additional zone on to nine (9) multizone units servicing the Teacher Planning areas as requested by Facilities and convert the large Teacher Planning areas in each building into Computer Labs.

**B.1.10** Amendment #2 – Professional Services to provide the necessary plan revisions to add four CLASSROOM OF TOMORROW rooms to Building 7 and two to Building 8 as requested by the Executive Director of Middle Schools.

**B.1.11** Amendment #3 – Professional Services to provide the necessary plan revisions to add eleven (11) CLASSROOM OF TOMORROW rooms to Buildings 6, 9, 10, and 11 as requested by the Executive Director of Middle Schools and approved by the Director of Facilities Services.

**B.2 HOURLY RATES**

Principal Architect.....	<u>\$130.00</u>	per hr
Project Architect.....	<u>\$100.00</u>	per hr
Intern Architect.....	<u>\$85.00</u>	per hr
Architectural Draftperson.....	<u>\$75.00</u>	per hr
Clerical Staff.....	<u>\$45.00</u>	per hr
Educational Consultant.....	<u>\$ N/A</u>	per hr
Civil Engineer Principal.....	<u>\$150.00</u>	per hr
Civil Project Manager.....	<u>\$135.00</u>	per hr
Civil Project Engineer.....	<u>\$120.00</u>	per hr
Civil Design Engineer.....	<u>\$110.00</u>	per hr
Civil Draftperson.....	<u>\$75.00</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>\$50.00</u>	per hr
Structural Engineer Principal.....	<u>\$90.00</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 Draftperson.....	<u>\$70.00</u>	per hr
Electrical Engineer Principal.....	<u>\$145.00</u>	per hr
Electrical Draftperson.....	<u>\$70.00</u>	per hr
Clerical.....	<u>\$55.00</u>	per hr
Landscape Architect.....	<u>\$ N/A</u>	per hr
Landscape Planner.....	<u>\$ N/A</u>	per hr

Clerical..... \$ N/A per hr

Kitchen Consultant..... \$ N/A per hr



EXHIBIT 'E'

**AMENDMENT # 3 TO AGREEMENT BETWEEN OWNER AND ARCHITECT  
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

12303

In accordance with the agreement dated: February 7, 2012

Between The School Board of Sarasota County, Florida and the Architect:

Sweet Sparkman Architects Inc., FKA TOTeMS Architecture, Inc.  
2168 Main St.  
Sarasota, Florida 34237

For the Project: Booker Middle School – HVAC Renovation  
\_\_\_\_\_  
\_\_\_\_\_

Authorization is approved to proceed with additional services as described below:

1. Provide electrical engineering for the following Classroom of Tomorrow (11 COT) rooms at Buildings 6, 9, 10, 11. Finishes and signage selected by Owner/ coordinated by Contractor. Final Completion drawings on Architectural reflected ceiling plans included.

ME3 =	\$ 9815.00
<u>Sweet Sparkman =</u>	<u>\$ 2080.00</u>
Total =	\$ 11895.00

The cost of the aforementioned additional services shall be lump sum amount of \$11,895.00

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:

\_\_\_\_\_Approved \_\_\_Disapproved

  
\_\_\_\_\_  
(signature)

Todd M. Sweet, Principal

School Board of Sarasota County

AUGUST 14, 2013  
\_\_\_\_\_  
{insert date signed}

\_\_\_\_\_  
{insert date approved}

**Building 6**

Task	Hours	Rate/hr	Total
CAD	4	\$ 70.00	\$ 280.00
Electrical Design	24	\$ 130.00	\$ 3,120.00
Information Systems	8	\$ 130.00	\$ 1,040.00
Project Management	1	\$ 145.00	\$ 145.00
<b>ME3 Total</b>			<b>\$ 4,585.00</b>
Architect coord.	2.5	\$ 110.00	\$ 275.00
Principal Coord.	0.5	\$ 130.00	\$ 65.00
Clerical Administrative	0.5	\$ 45.00	\$ 22.50
Final Completion	2	\$ 110.00	\$ 220.00
Sweet Sparkman Total			\$ 582.50
<i>Rounded</i>			<b>\$ 580.00</b>
<b>Total</b>			<b>\$ 5,165.00</b>

**Building 9**

Task	Hours	Rate/hr	Total
CAD	1	\$ 70.00	\$ 70.00
Electrical Design	3	\$ 130.00	\$ 390.00
Information Systems	2	\$ 130.00	\$ 260.00
<b>ME3 Total</b>			<b>\$ 720.00</b>
Architect coord.	1	\$ 110.00	\$ 110.00
Principal Coord.	0.5	\$ 130.00	\$ 65.00
Clerical Administrative	0.5	\$ 45.00	\$ 22.50
Final Completion	1	\$ 110.00	\$ 110.00
Sweet Sparkman Total			\$ 307.50
<i>Rounded</i>			<b>\$ 305.00</b>
<b>Total</b>			<b>\$ 1,025.00</b>

**Building 10**

Task	Hours	Rate/hr	Total
CAD	3	\$ 70.00	\$ 210.00
Electrical Design	12	\$ 130.00	\$ 1,560.00
Information Systems	8	\$ 130.00	\$ 1,040.00
Project Management	0	\$ 145.00	\$ -
<b>ME3 Total</b>			<b>\$ 2,810.00</b>
Architect coord.	2.5	\$ 110.00	\$ 275.00
Principal Coord.	0	\$ 130.00	\$ -
Clerical Administrative	0.5	\$ 45.00	\$ 22.50
Final Completion	2.5	\$ 110.00	\$ 275.00
Sweet Sparkman Total			\$ 572.50
<i>Rounded</i>			<b>\$ 570.00</b>
<b>Total</b>			<b>\$ 3,380.00</b>

**Building 11**

Task	Hours	Rate/hr	Total
CAD	2	\$ 70.00	\$ 140.00
Electrical Design	6	\$ 130.00	\$ 780.00
Information Systems	6	\$ 130.00	\$ 780.00
Project Management	0	\$ 145.00	\$ -
<b>ME3 Total</b>			<b>\$ 1,700.00</b>
Architect coord.	2.5	\$ 110.00	\$ 275.00
Principal Coord.	0	\$ 130.00	\$ -
Clerical Administrative	0.5	\$ 45.00	\$ 22.50
Final Completion	3	\$ 110.00	\$ 330.00
Sweet Sparkman Total			\$ 627.50
<i>Rounded</i>			<b>\$ 625.00</b>
<b>Total</b>			<b>\$ 2,325.00</b>



Consulting Engineers, LLC

7357 International Place Suite 101  
Sarasota, FL 34240  
Phone: 941-748-1319  
Fax: 941-748-1349  
[www.me3-engr.com](http://www.me3-engr.com)

April 30, 2013

Todd Sweet, AIA  
Sweet Sparkman Architecture  
2168 Main Street  
Sarasota, FL 34237

Re: SBSC Booker Middle School – TACOT Rooms in Buildings 6, 9, 10 & 11 (Total of 11 Rooms)  
Additional Services #2

Dear Todd,

ME3 Consulting Engineers is pleased to provide this proposal for additional engineering services relating to this project.

The additional services are to provide revisions to the existing construction documents for the Tech Active Classrooms of Tomorrow. Revisions include power and data, with no mechanical or plumbing design scope. The breakdown by building is as follows:

Phase No.	B6	B9	B10	B11	TOTAL
					\$0.00

Task ID	hrs	\$	hrs	\$	hrs	\$	hrs	\$	-
CAD	4	\$280	1	\$70	3	\$210	2	\$140	\$630.00
ED	24	\$3,120	3	\$390	12	\$1,560	6	\$780	\$5,070.00
IS	8	\$1,040	2	\$260	8	\$1,040	6	\$780	\$2,860.00
PM	1	\$145		\$0		\$0		\$0	\$145.00
TOTALS	37	\$4,585	6	\$720	23	\$2,810	14	\$1,700	\$9,815.00

Professional fees to revise the plans shall be a lump sum amount of \$9,815.00, in accordance with our original agreement dated 4 May, 2012. Your signature below will be our authorization to proceed.

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

ME3 CONSULTING ENGINEERS, LLC.

Accepted by: Sweet Sparkman Architects

Bryan P. Zapf, P.E. April 30, 2013  
Signature Date

Bryan P. Zapf / Vice President

TREB M. SWEET AUG. 19, 2013  
Signature Date  
TREB M. SWEET / PRINCIPAL  
Printed name / Title

**SCHEDULE OF FEES**  
**2013**

**Hourly Rates:**

<u>Classification</u>	<u>Rate / Hour</u>
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.

Initials:                     

Date:                     

