

**Amendment to the Agreement Between Owner and Design Professional
for Design and Construction Administration Services
(Construction Management Project)**

Amendment Date: 09.29.23

Amendment #: 3

In accordance with the Agreement dated: June 21, 2022

Between the Owner:	And the Architect:
The School Board of Sarasota County, Florida 1960 Landings Blvd. Sarasota, FL 34	Sweet Sparkman Architects Interiors 1819 Main St Sarasota FL 34236

For the Project:	Bay Haven School Building 1 Reno
Contract #:	4612

This Amendment to the Agreement Between Owner and Design Professional for Design and Construction Administration Services is entered into by The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Owner") and the "Design Professional".

The work is as follows:	<p>Scope of Work: Revise drawings per the GMP Value Engineering exercise.</p> <ul style="list-style-type: none"> • Floor joists to remain. SSAI and Snell to verify existing conditions of floor joists for reuse. • Crawl space to remain as is. New waterproofing details are to be provided. • Address sloping issues with the exterior walkways as a result of keeping existing floor joists. • Floor joists to remain. Need a new ceiling design in the lobby and conference room. • ME3 to provide revised Fire Sprinkler and Fire Alarm construction documents due to the combustible materials in the crawl space and above the first-floor ceiling.
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Amount of Amendment: \$ 43,680.00
 Previous Amount of Contract: \$ 1,379,946.00
New Total Amount of Contract: \$ 1,423,626.00

DESIGN PROFESSIONAL

Submitted By:



 (Signature)

TODD M. SWEET / PRESIDENT

 (Printed Name & Title)

OCTOBER 3, 2003

 (Date)

THE SCHOOL BOARD OF SARASOTA COUNTY

Approved By:

 (Signature)

Bridget Ziegler, Chair

 (Printed Name & Title)

 (Date)

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

In accordance with the agreement dated: June 21, 2022

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

Sweet Sparkman Architects, Inc.
1819 Main St., Suite 400
Sarasota, Florida 34236

For the Project: Bay Haven School of Basics Plus – Building 1 Renovation (SCS Project ID #4612)

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

Scope of Work: Revise drawings per the GMP Value Engineering exercise.

- Floor joists to remain. SSAI and Snell to verify existing conditions of floor joists for reuse.
- Crawl space to remain as is. New waterproofing details are to be provided.
- Address sloping issues with the exterior walkway as a result of keeping existing floor joists.
- Floor joists to remain. Need new ceiling design in the lobby and conference room.
- ME3 to provide revised Fire Sprinkler and Fire Alarm construction documents due to the combustible materials in the crawl space and above the first floor ceiling.
- Additional site visit fees are projected as 4 site visits a month until March 2025. If the contract should extend past this date and additional site visits are required SSAI will require an additional Amendment.

Schedule: Commencement and completion of documents to be coordinated with the Construction Manager’s construction schedule.

Deliverables: Revised Construction Documents

Fee: The cost of the aforementioned additional services shall be a lump sum amount of \$43,680.00 (forty-three thousand six hundred eighty dollars).

<u>Sweet Sparkman Architecture & Interiors:</u>	
Additional Site Visit Fees (32 Site visits)	\$12,600.00
Architectural Fees	\$13,380.00
<u>Snell Engineering Consultants:</u>	
	\$ 9,000.00
<u>ME3 Consulting Engineers:</u>	
	\$ 8,700.00
Total	\$43,680.00

Terms:

If the general scope of work described herein is not accurate, or other aspects of the work required are not listed, please advise us prior to accepting this proposal. 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.

CASE DOCUMENT 14A-2015[®]

ADDITIONAL SERVICES FORM:

Project: Bay Haven School Bldg Renovation

Project No: 22066

Client: Sweet Sparkman Architects

Billing Group: AS – Owner Revisions

Brief Description of Additional Services:

The scope of our work for this revision includes the following: Adjust the current design to maintain the existing floor joists, delete the use of a metal deck and gypsum deck construction, delete the installation of the crawl space concrete slab, delete work associated with the replacement of all windows, revise the design of the classroom entry vestibules.

The completion date for the services will be extended by: N/A

Charges for this change will be billed as additional services as follows:

At our current standard hourly rates, and will be approximately \$ 9,000
 Lump Sum of \$

Services will proceed upon receipt of a signed copy of this form.

All Terms and Conditions of the original contract shall remain in effect.

Offered by (SE):

Accepted by (Client):



(signature)

(signature/title/date)

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

(printed name/title)

August 24, 2022

Jenna Albers, AIA
Sweet Sparkman Architects & Interiors
1819 MainStreet, Suite 400
Sarasota, FL 34236

Re: SBSC Bay Haven School of Basics Plus – Building 1 Renovation
Add Service #2 Revised Fire Sprinkler and Fire Alarm
Sarasota, FL

Dear Jenna,

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

The additional services are to provide revised Fire Sprinkler and Fire Alarm construction documents due to the combustible materials in the crawl space and above the first floor ceiling.

Professional fees to revise the plans shall be a lump sum amount of \$8,700.00, in accordance with our original agreement dated June 7, 2022. Your signature below will be our authorization to proceed.

Construction Documents: **\$8,700.00**
Construction Services: Already included in basic services

Please contact me if I can provide any additional information.

Respectfully submitted,

ME3 CONSULTING ENGINEERS, LLC.

Accepted by: Sweet Sparkman Architects

Sid T Pritchard

Nov 4, 2022

Signature

Date

Signature

Date

Sidney T Pritchard / President

Printed name / Title

Printed name / Title

SCHEDULE OF FEES
August, 2023

Hourly Rates:

<u>Classification</u>	<u>Rate / Hour</u>
Managing Principal:	\$175.00
Registered Engineer:	\$155.00
Engineering Technician:	\$140.00
Cad Operator:	\$95.00
Clerical:	\$70.00

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 \$2,000,000 each claim and \$2,000,000 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: _____