

## **AMENDMENT TO AGREEMENT**

THIS AMENDMENT TO AGREEMENT, Amendment No. 1, made and entered into this **12<sup>th</sup> day of November, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and C.B. Goldsmith and Associates, Inc., hereinafter referred to as the "Project Architect/Engineer," or the PA/E:

WITNESSETH:

WHEREAS, on **November 8, 2011**, the Board and the PA/E entered into an Agreement ("Agreement") which provided for the PA/E to furnish architectural and engineering services for the design and preparation of contract documents and administrative services for the reroofing Buildings 1-7 and adjoining covered walkways and refurbishing the roofs on Buildings 8 and 9 at **Mildred Helms Elementary School, Project No. 9369**, hereinafter referred to as the "Project;" and

WHEREAS, it has been determined that the contractor did not complete the project within 110% of the calendar days allotted and the cause of the delay is not attributable to the PA/E; and

WHEREAS, it has been determined the PA/E continued to provide contract administration; and

WHEREAS, the cost of additional administration has been withheld from the contractor by change order to be paid to the PA/E in lieu of liquidated damages; and

WHEREAS, it is stipulated in the Agreement that the parties can amend the Agreement; and

WHEREAS, the Board hereby accepts the Superintendent's recommendation to change the Scope of the Project by increasing the fee of the PA/E for services to be performed pursuant to this Amended Agreement;

NOW, THEREFORE, the Board and the PA/E agree, for the consideration hereinafter set forth, the PA/E shall provide all normal architectural and engineering services for

the work described herein. This work shall include all supporting design and administrative services necessary to complement the overall design of the Project for the following scope items: Additional time for construction observations.

For this work the PA/E shall be paid a total of \$10,500.00, payable in accordance with the payment schedule for Basic Services in the original PA/E Agreement.

All terms and conditions of the original Agreement dated **November 8, 2011**, except as specifically modified herein, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Carol J. Cook, Chairperson

Attest: \_\_\_\_\_  
Michael A. Grego, Ed.D.  
Superintendent

**C.B. Goldsmith and Associates, Inc.**  
**13003 U.S. Highway 19 N.**  
**Clearwater, Fl. 33764**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
print or type name

Approved as to Form:

  
\_\_\_\_\_  
School Board Attorney