

CONTRACT NO. 2011-440

BCC APPROVED 6-7-11

**AMENDMENT NO. 8  
TO CONTRACT NO. 2010-316**

This Contract Amendment made and entered into upon execution by both parties by and between **SARASOTA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**," and, W.G. Mills, Inc., hereinafter referred to as "**CONSTRUCTION MANAGER**."

**WITNESSETH**

**WHEREAS**, the COUNTY and the CONSTRUCTION MANAGER entered into Contract No. 2010-316 ("Contract"), dated May 26, 2010, for Construction Management Services for the Construction of Spring Training Facilities; and

**WHEREAS**, the Contract was amended on September 28, 2010 (Amendment No. 1) to add a new scoreboard funded by the Orioles to the Project; and

**WHEREAS**, the Contract was amended on December 7, 2010 (Amendment No. 2) to add funding from the Orioles and the City of Sarasota for upgrades and changes for the Project and to reconcile the GMP based on direct purchases made by the COUNTY up to the date of the Amendment; and

**WHEREAS**, the Contract was amended on January 25, 2011 (Amendment No. 3) to add funding from the Orioles and funding from the Environmental Remediation Reserve Account for upgrades and changes for the Project and to reconcile the GMP based on direct purchases made by the COUNTY up to the date of this Amendment; and

**WHEREAS**, the Contract was amended on February 22, 2011 (Amendment No. 4) to add funding from the Orioles and funding from the Construction Fund Account for upgrades and changes for the Project; and

**WHEREAS**, the Contract was amended on April 12, 2011 (Amendment No. 5) to establish a Guaranteed Maximum Price ("Clubhouse GMP") for Phase II of the Project (the "Clubhouse Project"); and

**WHEREAS**, the Contract was amended on May 10, 2011 (Amendment No. 6) to increase the Guaranteed Maximum Price to provide funding for work on the Project previously directed by the Orioles and substantially completed by the CONSTRUCTION MANAGER and to add funds for certain work authorized by said Amendment; and

**WHEREAS**, the Contract was amended on May 10, 2011 (Amendment No. 7) to increase the Clubhouse Guaranteed Maximum Price to provide funding to advance purchase hydro-therapy equipment; and

**WHEREAS**, the COUNTY and the CONSTRUCTION MANAGER now wish to amend the Contract to revise the GMP as further detailed below.

**NOW THEREFORE**, the COUNTY and CONSTRUCTION MANAGER, in consideration of the mutual covenants contained herein, do agree to amend the Contract as follows:

1. The GMP is increased by \$158,214.94 for the return of remaining/unspent funds, which had been previously reduced, to the Contract Divisions from which they were taken as a result of the Direct Purchase Program purchase order closeout and reconciliation as further described in Exhibit A. The revised GMP is \$18,367,689.03.
2. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the COUNTY and CONSTRUCTION MANAGER have executed this Amendment as of the last date written below.

WITNESS:

CONSTRUCTION MANAGER:

Print Name: JARICAH LYNCH

Signed By: [Signature]

Signed By: [Signature]

Title: Operations Mgr. N.P.

Date: 6/2/11

Date: 6-2-11

SARASOTA COUNTY BOARD OF  
COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: [Signature]  
CHAIRMAN

DATE: 6-7-11

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of COUNTY Commissioners

BY: [Signature]  
DEPUTY CLERK

Approved as to form and correctness:

BY: [Signature]  
TRW COUNTY ATTORNEY

**Exhibit A  
GMP Adjustments**

<b>Ed Smith Stadium</b>				
	<b>Original Contract Amount</b>		<b>*Current Contract Amount</b>	<b>Proposed Amount Amendment #8</b>
Division 2 Existing Conditions	\$ 172,675.00		\$ 209,841.00	\$ 209,841.00
Division 3 Concrete	\$ 749,460.00		\$ 1,222,641.30	\$ 1,225,102.28
Division 4 Masonry	\$ 478,860.00		\$ 505,038.30	\$ 519,074.67
Division 5 Metals	\$ 1,739,638.00		\$ 1,018,118.80	\$ 1,030,104.75
Division 6 Wood, Plastics and Composites	\$ 98,688.00		\$ 365,407.00	\$ 365,407.00
Division 7 Thermal and Moisture Protection	\$ 741,632.00		\$ 1,260,387.09	\$ 1,260,387.09
Division 8 Openings	\$ 501,759.00		\$ 470,341.48	\$ 470,341.48
Division 9 Finishes	\$ 2,003,676.00		\$ 2,155,426.77	\$ 2,241,295.39
Division 10 Specialties	\$ 681,156.00		\$ 908,023.99	\$ 908,023.99
Division 11 Equipment	\$ 1,040,269.00		\$ 263,479.52	\$ 282,593.04
Division 12 Furnishings Excluding Stadium Seating	In Div 31		In Div 31	In Div 31
Division 126300 Stadium Seating	\$ 324,300.00		\$ 128,031.00	\$ 128,031.00
Division 13 Special Construction	\$ -		\$ -	\$ -
Division 14 Conveying Equipment	\$ 224,220.00		\$ 221,821.95	\$ 221,821.95
Division 21 Fire Protection	\$ 40,000.00		\$ 110,828.00	\$ 110,828.00
Division 22 Plumbing	\$ 718,762.00		\$ 1,077,340.84	\$ 1,077,340.84
Division 23 HVAC	\$ 818,606.00		\$ 889,925.00	\$ 889,925.00
Division 26 Electrical	\$ 1,787,622.00		\$ 1,577,707.38	\$ 1,613,531.95
Division 27 Communications	In Div 26		In Div 26	In Div 26
Division 28 Fire Alarm and Detection Systems	In Div 26		In Div 26	In Div 26
Division 31 Earthwork	\$ 1,539,917.00		\$ 2,459,466.64	\$ 2,459,466.64
Division 32 Exterior Improvements	In Div 31		In Div 26	In Div 26
Division 33 Utilities	In Div 31		In Div 26	In Div 26
Owner Allowances	\$ 664,614.00		\$ 1,015,094.03	\$ 1,004,018.96
CM at Risk Contingency	\$ 201,496.00		\$ 133,932.59	\$ 133,932.59
Cost of Davis-Bacon - Labor Compliance	\$ 40,000.00		\$ -	\$ -
Cost of Davis-Bacon - Administrative Compliance	\$ -		\$ -	\$ -
<b>COST OF THE WORK</b>	<b>\$ 14,567,350.00</b>		<b>\$ 15,992,852.68</b>	<b>\$ 16,151,067.62</b>
<b>GENERAL CONDITIONS</b>	<b>\$ 1,212,007.00</b>		<b>\$ 1,347,194.00</b>	<b>\$ 1,347,194.00</b>
Insurance (INS)	\$ 179,363.00		\$ 209,133.59	\$ 209,133.59
Payment & Performance Bonds	\$ 144,325.00		\$ 152,997.82	\$ 152,997.82
FEE (CM at Risk Fee)	\$ 507,296.00		\$ 507,296.00	\$ 507,296.00
<b>Total GMP</b>	<b>\$16,610,341.00</b>	<b>\$1,599,133.09</b>	<b>\$18,209,474.09</b>	<b>\$158,214.94</b>
				<b>\$18,367,689.03</b>

Proposed Revised GMP

\* Current Contract Amount reflects reductions to the GMP made for Direct Purchases, modifications to line items for budget adjustments and use of the Owner Allowances and Contract Amendment No. 1.

<b>GMP Reduction by Amendment</b>	
Original Contract Guaranteed Maximum Price	\$16,610,341.00
<b>Amendment 1 thru 7:</b>	
Direct Purchase Program Reduction	(\$3,407,595.91)
Approved Additional Funding	\$5,006,729.00
	<u>\$1,599,133.09</u>
5/10/11 Guaranteed Maximum Price	<u>\$18,209,474.09</u>
<b>Amendment 8:</b>	
Direct Purchase Program Unspent Funds returned to Contract	\$158,214.94
	<u>\$158,214.94</u>
6/7/11 Proposed Guaranteed Maximum Price	<u>\$18,367,689.03</u>