

**CONTRACT AMENDMENT NO. 5  
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 Agreement was amended on September 28, 2010 (Amendment No. 1) to add a new scoreboard funded by the Orioles to the Project; and

**WHEREAS**, the Agreement 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 Agreement 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 Agreement 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 COUNTY and CONSTRUCTION MANAGER now require to amend the Contract to establish a Guaranteed Maximum Price

("Clubhouse GMP") for Phase II of the Project (the "Clubhouse Project") as each term is more particularly defined and described 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 "Clubhouse Project" shall mean the Ed Smith Clubhouse renovations, batting cages, and maintenance building.
2. The "Clubhouse GMP" shall mean the Guaranteed Maximum Price at which the CM at Risk shall be paid for the performance and completion of all the services for the Clubhouse Project, as more particularly described in Article 4 of the Agreement, including but not limited to the completion of the Work in accordance with the Clubhouse Project Schedule (as defined below).
3. The Clubhouse GMP is established with this Amendment in the amount of \$475,000.00. The Clubhouse GMP, as established herein, is only intended to pay for the cost of those components of the Clubhouse Project identified on Exhibit A, Breakdown of GMP, attached and made a part of this Amendment.
4. The Clubhouse Project Schedule as used in this Amendment shall mean the timeline prepared by the CM at Risk and approved by the Representatives for accomplishing the Clubhouse Project, which is attached and incorporated herein as Exhibit B. The Clubhouse Project Schedule shall include all major sequences of the construction work, material supplies, long-lead procurement, Architect's approval of shop drawings, schedules for Change Orders, if any, and performance testing requirements.
5. All terms of the Agreement, including but not limited to definitions set forth therein, shall be deemed to apply equally to the Clubhouse Project as well as to the Project, unless such application would be inconsistent with the terms of either the Agreement or this Amendment or the reasonably inferable intent of the parties. In the event of any apparent conflict between the terms of the Agreement and this Amendment, or further Amendments pertaining to the Clubhouse Project, such conflict shall be interpreted, to the extent possible, in favor of

consistency with the intent of the Agreement as applicable to the Project.

6. Except as specifically addressed in this Amendment, no other components of the Clubhouse Project shall be deemed to be authorized. In the event additional components of the Clubhouse Project are authorized, one or more Amendments to the Agreement shall be executed and the Clubhouse GMP shall be correspondingly amended.
7. The establishment of the Clubhouse GMP shall not be deemed to change in any way the GMP established in the Agreement, as previously amended.
8. Except as modified herein, all other terms, covenants, and conditions of the Agreement, as previously amended, 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:

Print Name: Linda Rizzo

Signed By: Linda Rizzo

Date: April 5, 2011

CONSTRUCTION MANAGER:

Signed By: [Signature]

Title: Executive Vice President

Date: April 5, 2011

SARASOTA COUNTY BOARD OF  
COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: [Signature]  
CHAIRMAN

DATE: 4/12/2011

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]  
TAW COUNTY ATTORNEY

## EXHIBIT A

### BREAKDOWN OF GMP

#### ED SMITH MAJOR LEAGUE CLUBHOUSE INCLUDING BATTING CAGES AND MAINTENANCE BUILDING

##### 1.1 CONSTRUCTION PHASE SERVICES

LINE #	Division numbers following the Construction Specifications Institute (CSI) definitions	Cost
1	Division 2 Existing Conditions, Demolition and Sitework - Allowance	<b>\$ 140,000</b>
2	Division 3 Concrete	
3	Division 4 Masonry	
4	Division 5 Metals	
5	Division 6 Wood, Plastics and Composites	
6	Division 7 Thermal and Moisture Protection	
7	Division 8 Openings	
8	Division 9 Finishes	
9	Division 10 Specialties	
10	Division 11 Equipment	
11	Division 12 Furnishings - Allowance	
12	Division 13 Special Construction - Allowance	
13	Division 14 Conveying Equipment	
14	Division 21 Fire Protection	
15	Division 22 Plumbing	
16	Division 23 HVAC	
17	Division 26 Electrical - Allowance	<b>\$ 150,000</b>
18	Division 27 Communications	
19	Division 28 Fire Alarm and Detection Systems	
20	Division 31 Earthwork - Allowance	
21	Owner Allowances	<b>50,000</b>
22	CM-At Risk Contingency	
23	Cost of Davis-Bacon - Labor Compliance	
24	Cost of Davis-Bacon - Administrative Compliance	
25	<b>COST OF THE WORK</b> (subtotal of above)	<b>\$ 340,000</b>
26	<b>GENERAL CONDITIONS</b> (Including Staffing) - Allowance	<b>\$ 82,422</b>
	Preconstruction Phase Services - Lump Sum	<b>\$ 35,000</b>
27	Insurance (INS) - Allowance	<b>\$ 4,250</b>
28	Payment & Performance Bonds - Allowance	<b>\$ 3,128</b>
29	<b>FEE</b> (CM At Risk Fee) - Allowance	<b>\$ 10,200</b>
30	<b>Total Estimated Guaranteed Maximum Price :</b> <b>ED SMITH MAJOR LEAGUE CLUBHOUSE</b>  (LINES 25-29)	<b>\$ 475,000</b>

\*\* Note: Above pricing represents Preconstruction Phase and Early Release items only and will not result in a completed Ed Smith Major League Clubhouse.