

FIRST AMENDMENT TO AGREEMENT NO. 2021-17  
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY OF  
NORTH PORT POLICE DEPARTMENT FACILITIES

This *First Amendment to Agreement No. 2021-17 Professional Architectural and Engineering Services for City of North Port Police Department Facilities* for change in scope and time extension (“First Amendment”), is made and entered into by the City of North Port, Florida, a municipal corporation of the State of Florida (“CITY”) and Schenkel & Shultz, Inc. a Florida Profit Corporation registered to conduct business in the State of Florida, with a local business address of 2801 Fruitville Road, Suite 200, Sarasota, FL 34237 (“CONSULTANT”).

**WHEREAS**, on April 12, 2022, the parties entered into *Agreement No. 2021-17 Professional Architectural and Engineering Services for City of North Port Police Department Facilities* for architectural/engineering and construction administration services for the renovation of the existing North Port Police Department facility and design of the new Emergency Operations Center (“EOC”), 911, Evidence facility (the “Original Agreement”); and

**WHEREAS**, Hurricane Ian impacts limited the availability of staff, resulting in additional staff meetings and travel above those contemplated in the Original Agreement; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement for additional scope, time and related fees, including extending the programing, staff meetings, and travel; conducting environmental evaluations, and geotechnical soils investigation; and

**NOW THEREFORE**, in consideration of the mutual convents contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms of the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to the “Agreement” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party signs it as identified below (the “Effective Date”) and shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL AGREEMENT SECTION 1 – CONSULTANT’S SERVICES**

Section 1.B. of the Original Agreement is amended in its entirety as follows:

- B. This Agreement will commence immediately upon the execution of this Agreement by both the CITY and CONSULTANT and upon CONSULTANT'S receipt of a written Notice to Proceed from the CITY'S Purchasing office and will continue through the completion of the project. The expected completion date is **October 14, 2023**, for Phase I. Completion date for Phases II – V including design, bidding and construction administration services will be determined, and Contractor notified in writing.

### 3. ORIGINAL AGREEMENT SECTION 2 – COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

Section 2. A. 1. of the Original Agreement is amended in its entirety as follows:

1. CONSULTANT will perform the Scope of Services, as described in Exhibit A, for a not to exceed fee of **TWO HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$257,800.00)**. This fee shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide Phase I services as outlined in this Agreement. Compensation for Phases II – V to be determined after completion of Phase I and will be added via amendment to this agreement.

### 4. ORIGINAL AGREEMENT EXHIBIT A – SCOPE OF SERVICES

Section 1 Phase I – Planning / Conceptual Design of the Original Agreement is amended by adding the following paragraphs:

- 14) THE CONSULTANT will provide environmental evaluations on selected land parcels including Desk top review, Wetland Assessment, Habitat Assessment and listed species survey, and an Environmental Due Diligence Report.
- 15) THE CONSULTANT will provide geotechnical engineering services.

### 5. ORIGINAL AGREEMENT EXHIBIT A – SCOPE OF SERVICES

Section 1 Phase II – Schematic Design of the Original Agreement is amended in its entirety as follows:


#### Phase II – Schematic Design

- 1) THE CONSULTANT shall prepare computer generated dimensioned, to scale drawings:
  - a) Floor plan with basic structural elements, furniture, equipment, cabinetry, electrical/ data outlet locations.
  - b) Life safety floor plan
  - c) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
  - d) Building Section (one).
  - e) Typical Wall Section (one).
  - f) Civil site drawings.
  - g) Electrical single line diagram.
  - h) Schematic electrical and security site plans.
  - i) Schematic HVAC plan.

- j) Schematic plumbing and fire protection plans.
  - k) Schematic security floor plans.
  - l) Off-site utility design drawings.
- 2) THE CONSULTANT shall prepare a building and site code summaries including FBC, NFPA, NEC City of North Port Ordinances and other jurisdictional agency codes.
  - 3) THE CONSULTANT shall provide land surveying services.
  - 4) THE CONSULTANT shall conduct meetings with the City, vendors, and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City- CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be on the basis of the preliminary schedule and includes additional meetings as necessary due to specific issues or needs as they arise.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

**CONSULTANT**  
Schenkel & Shultz, Inc.


By:   
Name: Daniel C. Laggan  
Title: President

**ACKNOWLEDGEMENT**

STATE OF Florida

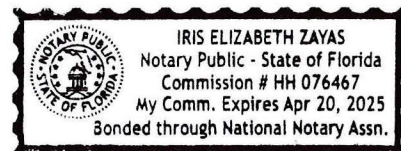
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5th day of April, 2023, by Daniel C. Laggan as President for Schenkel & Shultz, Inc.

  
Notary Public

Personally Known Or  Produced Identification

Type of Identification Produced \_\_\_\_\_



**APPROVED** by the City Commission of the City of North Port, Florida on \_\_\_\_\_.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY