

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

This *Second 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 ("Second Amendment"), is made and entered into by and between 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 or around 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, on or around April 25, 2023, the parties entered into the *First Amendment to the Original Agreement* to increase the scope, time, and related fees, to include extension of programming, staff meetings, and travel; conducting environmental evaluations, and geotechnical soils investigation; and

WHEREAS, the parties mutually desire to amend the Original Agreement to increase the scope related to advanced schematic design of the new police/evidence/CSU facilities, associated parking/roadways, and storm water retention on approximately 10 to 12 acres; and advanced schematic design of the new EOC and associated parking/roadways and storm water retention on a portion of the City Hall Campus parcel; and

NOW THEREFORE, in consideration of the mutual covenants 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 Second Amendment, all of which are incorporated by reference as if set forth fully herein. This Second 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, the First Amendment, and this Second Amendment mean and include both the Original Agreement, the First Amendment, and this Second Amendment.

C. This Second 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 shall 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 shall continue through the completion of the project. The expected completion date is **February 29, 2024** for Phase II. Completion date for Phases III – IV including design development, 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. Compensation of the Original Agreement is amended in its entirety as follows:

1. CONSULTANT shall perform the Scope of Services, as described in Exhibit A, for a not to exceed fee of **ONE MILLION FOUR HUNDRED FIFTY FIVE THOUSAND EIGHT HUNDRED THIRTY (\$1,455,830.00)** 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 II services as outlined in this Agreement. Compensation for Phases III – V to be determined after completion of Phase II and will be added via amendment to this agreement.

4. ORIGINAL AGREEMENT EXHIBIT A – SCOPE OF SERVICES, PHASE II – SCHEMATIC DESIGN


Exhibit A – Scope of Services, Phase II – Schematic Design, is amended in its entirety as follows:

- 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, and 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 survey engineering 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 meeting. 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 Second Amendment as follows.

CONSULTANT
Schenkel & Shultz, Inc.

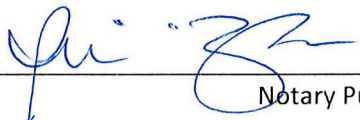
By: 
Name: Daniel C. Laggan
Title: President

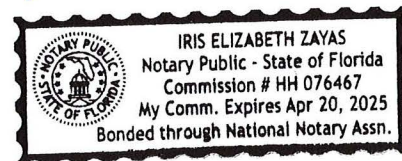
ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of August 2023, by Daniel C. Laggan (name), as President (title) for Schenkel & Shultz, Inc. (entity).

Personally Known OR Produced Identification
Type of Identification Produced _____


Notary Public



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