

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

This *Third Amendment to Agreement 2021-17 Professional Architectural and Engineering Services for City of North Port Police Department Facilities* for change in scope and time extension (“Third 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, hereinafter referred to as (“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, on or around September 12, 2023, the parties entered into the *Second Amendment to the Original Agreement* to provide services necessary to achieve advanced schematic design of the new police/evidence/CSU facilities, associated parking/roadways, and storm retention on approximately 10 to 12 acres of purchased property; 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

WHEREAS, the parties mutually desire to amend the Original Agreement to increase the scope related to completion of the design, permitting, and bid assistance phase of the new police/evidence/CSU facilities, to include site design and support facilities to the 2065 program model; 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 Third Amendment, all of which are incorporated by reference as if set forth fully herein. This Third 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, the Second Amendment, and this Third Amendment mean and include both the Original Agreement, the First Amendment, the Second Amendment, and this Third Amendment.
- C. This Third 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 **March 25, 2025**, for Phases III – IV including design development, construction documents, and bidding assistance. Completion date for Phase V, 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 **FIVE MILLION THREE HUNDRED FIFTY THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS (\$5,350,768.00)**. 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 III - IV services as outlined in this Agreement. Compensation for Phases V to be determined after completion of Phase IV and will be added via amendment to this agreement.

4. ORIGINAL AGREEMENT EXHIBIT A – SCOPE OF SERVICES, PHASE III – DESIGN DEVELOPMENT

Exhibit A – Scope of Services Phase III – Design Development is amended in its entirety as follows:

- 1) CONSULTANT shall obtain site development permits, FFWCC, SJRWMD, FDEP, City Building & Planning (conceptual, final if required and development order), DOH and any others required for the construction of the project. The costs of required utility permitting are estimated and included in the overall consultant fee.

A. SJRWMD PERMITTING

- i. CONSULTANT shall prepare stormwater management computations to support the proposed improvements.

- ii. CONSULTANT shall prepare all required elements of the ERP application to SJRWMD.
 - iii. CONSULTANT shall prepare responses to the jurisdictional agency.
- 2) CONSULTANT shall obtain site development approvals from utilities through the City's Site Development Review (SDR) process (water, sewer, gas, power, phone, cable, etc.). A copy of the approved plans will be submitted to all utilities.
- 3) CONSULTANT shall prepare an outline specification (CSI div 1 through 26) with product cut sheets per division.
- 4) CONSULTANT shall prepare two color, computer generated, rendered, three dimensional exterior views of the building, size 24X36, mounted on ¼ inch black gator board, fully rendered with cars, people, landscaping, sunlight, and shadows and the like. CONSULTANT shall revise colors and cladding on rendering as may be necessary to match the color and cladding material approvals by the CITY.
- 5) CONSULTANT shall prepare exterior-colored elevations.
- 6) CONSULTANT shall prepare an interior finishes sample board.
- 7) CONSULTANT shall prepare dimensioned, to scale drawings including base bid and alternate plans:
 - a. Updated floor plan with structural elements, furniture, equipment, and cabinetry. Plans or specifications to include infrastructure, furniture, and fixed equipment such as the like, integration of that system with the building and furnishings design recommendations.
 - b. Structural foundation and framing plans.
 - c. Exterior elevation views of the building indicating materials of exterior envelope - north, south, east, west.
 - d. Building Sections.
 - e. Wall Sections.
 - f. Roof plan with all penetrations and equipment.
 - g. Typical roof detail.
 - h. Interior finish schedule.
 - i. Door and Window Schedule (to meet current edition of building codes).
 - j. Reflected ceiling plan with any ceiling mounted systems.
 - k. Life safety plan with updated building code summary.
 - l. Civil site drawings.
 - m. Landscape and irrigation drawings.
 - n. Electrical, communication, lighting, and A/V drawings.
 - o. Lighting design plan with photometric analysis.
 - p. Lightning protection plan.
 - q. Electrical and communications site plan.

- r. Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, lobby and special finishes or special equipment.
 - s. HVAC, plumbing and fire protection drawings.
 - t. Building automation drawings.
 - u. Watering and fueling station drawings.
 - v. Generators and redundant system plans.
- 8) CONSULTANT shall conduct Meetings with the CITY, vendors, and agencies as necessary to design and permit the building(s). CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The CITY will schedule CITY-CONSULTANT meetings. 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.
- 9) CONSULTANT shall assist the CITY in development of documents required to achieve the CDBG grant (as applicable).

5. ORIGINAL AGREEMENT EXHIBIT A – SCOPE OF SERVICES, PHASE IV – CONSTRUCTION DOCUMENTS

Exhibit A – Scope of Services, Phase IV – Construction Documents is amended in its entirety as follows:

- 1) CONSULTANT shall provide all required documents for building permit application and jurisdictional agency submittals. SJRWMD, DEP, FFWCC City of North Port infrastructure and building permits and any others required for the construction of the project. CONSULTANT shall respond to agencies and revise the construction documents as necessary to obtain agency approvals and for construction permits. The cost of jurisdictional agency application, registration, review and permitting fees are included with the exception of impact fees and building permit fees.
- 2) CONSULTANT shall prepare technical specifications division 1 through 26 – Construction Specification Institute format.
- 3) CONSULTANT shall revise the construction documents as directed by the OWNER.
- 4) THE CONSULTANT shall prepare dimensioned, to scale drawings:
 - a. Updated floor plan with structural elements, furniture, equipment, and cabinetry;
 - b. Plans or specifications to include infrastructure for the furniture and fixed equipment and the like;
 - c. Structural foundation and framing plans;
 - d. Structural details;
 - e. Exterior elevation views of the building indicating materials of exterior envelope - north, south, east, west;
 - f. Building Sections;

- g. Wall Sections;
- h. Building envelope and penetration details. Scale: 1 ½ in = 1 ft;
- i. Roof plan with all penetrations and equipment;
- j. Roof detail. Scale: 3 in = 1 ft;
- k. Interior finish schedule;
- l. Door and Window Schedule;
- m. Door and window details. Scale: 1 ½ in = 1 ft;
- n. Commercial kitchen plan;
- o. Commercial kitchen details;
- p. Reflected ceiling plan with all ceiling mounted systems;
- q. Ceiling and wall details. Scale: 1 ½ in = 1 ft;
- r. Life safety plan with building code summary;
- s. Civil site drawings;
- t. Landscape and irrigation drawings;
- u. Electrical, security, lighting, and communications site plan;
- v. Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, special finishes, or special equipment;
- w. Interior elevation views;
- x. Cabinet details;
- y. HVAC, plumbing and fire protection drawings;
- z. Building automation drawings;
- aa. Generator and redundant systems drawings; and
- bb. Lightning protection drawings.

5) CONSULTANT shall conduct Meetings with the CITY, vendors, and agencies as necessary to design and permit the building. CONSULTANT shall attend the PREBID conference. CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. 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 includes additional meetings as necessary due to specific issues or needs as they arise.

6. ORIGINAL AGREEMENT EXHIBIT A – SCOPE OF SERVICES, ADDITIONAL SERVICES UPON REQUEST FOR PHASE IV AND V – OWNER’S REPRESENTATION SERVICES

Exhibit A – Scope of Services, Additional Services Upon Request for Phase IV and V – Owner’s Representation Services is amended in its entirety as follows:

Additional Services upon request for Phase IV – Owner’s Representation Services

GENERAL

1. The Construction Management Team (CM-1) will provide services in support of City of North Port staff during project construction of this project. Acting as Owners Representative the CONSULTANT will participate in the following phases:

- a. Pre-Bid
 - b. Bid
2. The Owner will contract directly with the Construction Manager at Risk (CMaR) and will be actively involved in the construction process to make decisions, provide recommendations, and perform other actions necessary for the completion of the construction.

Additional Services upon request for Phase V – Owner’s Representation Services

GENERAL

- 1. Construction Administration
- 2. Construction Close Out
- 3. The Construction Management Team must be knowledgeable of all City of North Port delivery Standards, Specifications and General Conditions. CONSULTANT will review the Design and Scope of Construction for the project and be knowledgeable of them to assure the Owner that the design documents, shop drawings, all submittals and the construction of the buildings are all in alignment and consistent with the Design and the Scope of Construction.

Additional services upon request for Phase V to be determined after completion of Phase IV and will be added via amendment to this agreement.

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

CONSULTANT

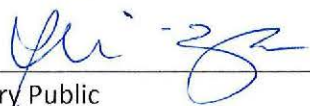
Schenkel & Shultz, Inc.

By: 
 Name: Daniel C. Laggan
 Title: President

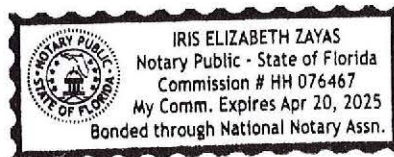
ACKNOWLEDGEMENT

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of May 2024, by Daniel C. Laggan (name), as _____ (title) 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 _____,
2024.

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