

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:

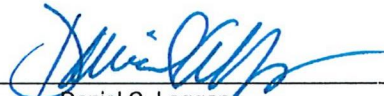
Phase II – Schematic Design

- 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.

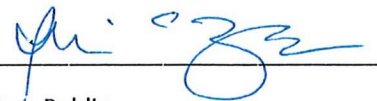
By: 
Name: Daniel C. Laggan
Title: President

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 April 25, 2023

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



CITY OF NORTH PORT

CONTRACT/AGREEMENT AMENDMENT FORM

Amendment No.: 1 City's Contract No./ Agreement No.: 2021-17

Commission Meeting Date: 4/25/2023 Purchase Order No.: 049421

Project Name: Police Department Facilities

Originating Department/Division: Police Department Point of Contact/Project Manager: Kim Humphrey

Contractor: Schenkel & Schultz, Inc.

Amendment required as a result of:

- Changed/Unforeseen Conditions
- Errors and Omissions
- Change in Scope
- Time Extension/Deletion
- Change in Price (+/-)
- Owner's Request

Please complete the following sections, and attach additional pages as necessary:

Explanation of Request (What is changing? Include effect on completion time):

Additional meetings and trips not previously contracted, and land evaluation occurring earlier than predicted in the Original Contract.

Reason for Amendment (Why is it changing?):

Extended Planning phase due to limited staff availability post-Ian resulted in additional meetings and trips. In addition, at the request of the Commission, environmental evaluation on selected land parcel will occur during Phase I. These services were previously scheduled to occur during Phase II.

Attachments (list documents supporting change):

- Amendment 1
- Original Contract
- Consultant's Proposal

Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.		
Account Number	Project Number	Amount
306-2100-521-31-05	PD21PE	\$22,390.00

CHANGE IN CONTRACT PRICE		CONTINGENCY FUNDS	
Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.			
Original Contract Amount:	\$235,410.00	Use of Contingency Funds? (Yes or No)	No
Last Approved Amendment #		Original Contingency Amount:	\$0.00
Last Approved Change Order #		Approved Use of Contingency Amount:	\$0.00
Prior Approved Amount: Amendments			
Prior Approved Amount: Change Orders			
Current Contract Price:	\$235,410.00	This (Decrease)/Increase:	\$0.00
This Change Add/(Deduct):	\$22,390.00		
Total Contract Amount w/ this change (pending approval):	\$257,800.00	Contingency Balance w/ this change approved:	\$0.00

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates of the Original Contract, and the Difference (days) for each subsequent amendment (the date will auto-fill for the amendment). Then fill in the corresponding Action and Basic Description. You must double-click the chart to open in Excel before entering data. There are extra rows hidden, and extra rows may be added if necessary.				
Initial Date	Final Date	Difference (days)*	Action	Basic Description
4/12/22	9/15/22	156 days	Original	Initial Execution
9/16/22	10/14/23	393 Days	Amendment 1	Additional Planning Phase and environmental assessment of land
Total		549 Days		
* Calendar days (not working days)				

RECOMMENDED:
 By: [Signature] 04/06/2023
 Contractor Schenkel Shultz Inc. Date

Kim Humphrey, Project Manager
 Digitally signed by Kim Humphrey, Project Manager
 Date: 2023.04.09 11:59:06 -04'00'
 By: _____
 City POC/Project Manager Date

APPROVED:
 By: Todd R. Garrison
 Digitally signed by Todd R. Garrison, Chief of Police
 Date: 2023.04.10 14:15:20 -04'00'
 Department Director Date

Lisa Herrmann
 Digitally signed by Lisa Herrmann
 Date: 2023.04.10 15:18:00 -04'00'
 By: _____
 Budget Administrator Date

By: Ginny Duyn
 Digitally signed by Ginny Duyn
 Date: 2023.04.10 15:12:39 -04'00'
 Purchasing Date

By: Kimberly Williams
 Digitally signed by Kimberly Williams
 Date: 2023.04.10 16:01:39 -04'00'
 Finance Director Date

By: N/A
 Assistant City Manager Date

By: [Signature]
 City Manager Date

By: Neatru Fouust 5/4/23
 City Clerk Date

By: [Signature] 5/4/23
 City Attorney Date