

**AMENDMENT #2 TO AGREEMENT BETWEEN OWNER AND DESIGN
PROFESSIONAL
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
SUNCOAST TECHNICAL COLLEGE SOUTH CAMPUS**

THIS AMENDMENT #2 to Agreement Between Owner and Design Professional for Design and Construction Administration Services is entered into this 3rd day of November, 2015, by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "Owner") and Schenkel & Shultz, Inc. (the "Design Professional").

R E C I T A L S

A. The Owner and the Design Professional entered into an Agreement Between Owner and Design Professional for Design and Construction Administration Services for the Suncoast Technical College South Campus (the "Agreement"), dated February 17, 2015.

B. The parties hereto desire to modify the Agreement, and hereby enter into this Amendment #1 to memorialize this modification.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties do hereby agree as follows:

1. The Agreement amount is hereby modified to include fees for all services included in this agreement. The total fee amount of this Agreement is \$1,076,751.00.

2. Exhibits "A" and "B" dated November 3, 2015, attached to this Amendment #2, shall replace those originally issued with the Agreement. Exhibit "C" Schenkel & Shultz, Inc., Proposal is also attached to this Amendment #2.

3. The parties acknowledge and agree that, except as otherwise expressly modified or amended herein, the remainder of the terms of the Agreement shall remain

KSD

in full force and effect.

4. Where there is any conflict between the terms of this Amendment #2 and any terms of the Agreement, the terms of this Amendment #2 shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

BY: _____
Frank Kovach, Board Chair

SCHENKEL & SHULTZ, INC.

BY:  _____
Kenneth G. Dean, Partner

Approved for Legal Content
May 2014 by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: MG

EXHIBIT "A"
INVOICE FOR PROFESSIONAL SERVICES

TO: The School Board of Sarasota County, Florida
Construction Services Department
7895 Fruitville Road
Sarasota, FL 34240

ATTN: Sue Bouffard, Project Manager

DESIGN PROFESSIONAL: Schenkel & Shultz, Inc.
677 North Washington Boulevard
Sarasota, Florida 34236

INVOICE NO.: _____
DATE: _____

Sarasota County Schools Project Name: Suncoast Technical College South Campus
North Port, Florida

Sarasota County Schools Project No.: 4635 Sarasota County Schools Contract No. _____

Professional Project No.: _____

| SERVICE | SCHEDULED VALUE | % COMPLETE | TOTAL PREVIOUS PAYMENTS + | PAYMENT REQUEST THIS INVOICE = | TOTAL AMOUNT DUE TO DATE |
|---|------------------------|------------|---------------------------|--------------------------------|--------------------------|
| Architect/Engineer Fee Distribution | | | | | |
| Schematic Design Phase 10% | \$ 74,225.00 | 0.00% | | | \$ - |
| Design Development Phase 20% | \$ 148,450.00 | 0.00% | | | \$ - |
| Construction Document Phase 35% | \$ 259,788.00 | 0.00% | | | \$ - |
| Bidding/Negotiation Phase 5% | \$ 37,113.00 | 0.00% | | | \$ - |
| Construction Administration Phase 20% | \$ 148,450.00 | 0.00% | | | \$ - |
| Final Acceptance 10% | \$ 74,225.00 | 0.00% | | | \$ - |
| Total Architect/Eng Fee Distribution | \$742,251.00 | | | | |
| Civil Engineering Fee Distribution | | | | | |
| Schematic Design Phase 10% | \$ 16,650.00 | 0.00% | | | \$ - |
| Design Development Phase 20% | \$ 33,300.00 | 0.00% | | | \$ - |
| Construction Document Phase 35% | \$ 58,275.00 | 0.00% | | | \$ - |
| Bidding/Negotiation Phase 5% | \$ 8,325.00 | 0.00% | | | \$ - |
| Construction Administration Phase 20% | \$ 33,300.00 | 0.00% | | | \$ - |
| Final Acceptance 10% | \$ 16,650.00 | 0.00% | | | \$ - |
| Total Civil Eng Fee Distribution | \$ 166,500.00 | | | | |
| Amendment #1 | | | | | |
| B.1.1 Civil Replating | \$ 104,500.00 | 0.00% | | | |
| B.1.2 Landscape Replating | \$ 18,700.00 | 0.00% | | | |
| B.1.3 Life Cycle Cost Analysis | \$ 7,040.00 | 0.00% | | | |
| Total Amendment #1 | \$ 130,240.00 | | | | |
| Amendment #2 | | | | | |
| B.1.4 Kitchen Consultant Culinary Arts | \$ 34,760.00 | 0.00% | | | |
| Total Amendment #2 | \$ 34,760.00 | | | | |
| Total Fee 100% | \$1,073,751.00 | 0.00% | \$ - | \$ - | \$ - |
| Total Reimbursables | \$ 3,000.00 | 0.00% | \$ - | \$ - | \$ - |
| Grand Total | \$ 1,076,751.00 | 0.00% | \$ - | \$ - | \$ - |

TOTAL AMOUNT DUE AND PAYABLE THIS INVOICE: \$ _____

CERTIFIED TRUE AND CORRECT BY:  October 12, 2015
(Signature of Design Professional) (Date)
Typed Name and Title: Kenneth A O'Dean

(For Sarasota County Schools Use ONLY)

Recommended for Payment by: _____
(Signature of Project Manager) (Date)

EXHIBIT "B"
SCHEDULE OF ADDITIONAL SERVICES

B.1 ADDITIONAL SERVICES

B.1.1 The City of North Port requires the parent parcel to be platted to accommodate the 5 outparcels for the bank and the remaining parcel for the STC campus. This effort includes the preparation of the Development Master Plan based on input and direction from the City of North Port. This effort also includes the design and permitting of the utility infrastructure that will serve the 5 outparcels including water, sanitary sewer, lift station, force main and the storm water management system. The access driveway is also included in this effort with improvements to Cranberry Boulevard to accommodate turn lanes shall not exceed: **\$104,500.00**.

B.1.2 Preliminary Development Plan for City of North Port including Arboreal Review, preliminary tree protection and removal required street tree and buffer plan concept. Plat for City of North Port including detailed tree removal plan, mitigation calculations for tree removal, and buffer planting plans with irrigation plans for buffer and irrigation pump station design shall not exceed: **\$18,700.00**

B.1.3 Life Cycle Cost Analysis shall not exceed: **\$7,040.00**

B.1.4 Design and Construction Administration services for the addition of a Food Service Consultant to design the Culinary Arts Program including Kitchen and associated support service spaces that was moved from Phase 2 of the project to Phase 1. Cost not to exceed: **\$34,760.00**.

B.2 HOURLY RATES

| | |
|--------------------------------------|-----------|
| Architect Executive | \$ 295.00 |
| Architect Partner | \$ 260.00 |
| Principal Architect | \$ 210.00 |
| Registered Architect (Manager) | \$ 150.00 |
| Registered Architect (Staff) | \$ 140.00 |
| Project Architect | \$ 120.00 |
| Architect (Graduate in Training) | \$ 115.00 |
| CADD Draftsperson | \$ 115.00 |
| CADD Draftsperson (Intermediate) | \$ 70.00 |
| Specification Writer | \$ 140.00 |
| Construction Inspector (in Training) | \$ 120.00 |
| Administrative Assistant | \$ 60.00 |
| Clerical | \$ 50.00 |

| | |
|-------------------------------|-----------|
| Civil Engineer Principal | \$ 155.00 |
| Civil Senior Project Manager | \$ 125.00 |
| Civil Project Manager | \$ 110.00 |
| Civil Senior Project Engineer | \$ 110.00 |
| Civil Project Engineer | \$ 90.00 |
| Civil Construction Manager | \$ 90.00 |
| Civil Design Engineer | \$ 80.00 |
| Civil Designer | \$ 85.00 |
| Civil CADD Technician | \$ 50.00 |



Civil Construction Representative \$ 65.00
Civil Secretary \$ 55.00

Structural Engineer Principal \$ 168.00
Structural Associate \$ 140.00
Structural Project Manager \$ 126.00
Structural Project Engineer \$ 112.50
Structural Sr. CADD Technician \$ 96.00
Structural CADD Technician \$ 86.00
Structural Const. Admin/Inspector \$ 95.00
Structural Clerical \$ 46.00

MEP Engineer Principal \$ 195.00
MEP Senior/Registered Engineer \$ 115.00
MEP Engineer \$ 90.00
MEP Construction Coordinator \$ 70.00
MEP Senior Designer \$ 75.00
MEP Designer \$ 65.00
MEP Draftsperson \$ 60.00
MEP Secretary \$ 45.00

Landscape Project Manager \$ 125.00
Landscape Project Manager Senior \$ 150.00
Landscape Architect Senior \$ 135.00
Landscape Architec General \$ 115.00
Expert Witness/Hearing Testimony \$ 160.00
Landscape Designer \$ 100.00
Landscape Graphic Designer \$ 95.00
Landscape CADD Technician General \$ 85.00
Landscape CADD Technician Senior \$ 110.00
Landscape Clerical \$ 40.00

9 October 2015

Sue Bouffard
Project Manager
Construction Services Department
School Board of Sarasota County
7895 Fruitville Road
Sarasota, Florida 34240

RE: Suncoast Technical College and Community Library
SSA- # 1520204
Amendment #2

Dear Sue:

SchenkelShultz is submitting this proposal request to amend the Basic Services Agreement Between Owner and Architect by the following scope modifications. The Basic Services Agreement did not provide for a Kitchen Consultant for Phase 1 –scope of work. During the course of developing Phase 1, the Owner requested the inclusion of the Phase 2- Culinary Arts Program including Kitchen, associated related support service spaces and increase area for the Bistro Dining and addition of a Large Meeting (conference) area within the Phase 1 portion of the project. We have requested a proposal from PES Design Group, Food Service Consultant for the required Food Service Design and Planning services for these added program areas for this project.

- Refer to the attached Proposal from PES Design Group- outlining the proposed Design Services for this project.

| | |
|--|----------------------|
| PES Design Group -- proposed fee | = \$29,000.00 |
| SchenkelShultz Inc. Services provided: | |
| 1. Project Architect- Base drawing Kitchen - 12 hours x \$140.00 | = \$1,680.00 |
| 2. Project Architect- Specifications - 8 hours x \$140.00 | = \$1,120.00 |
| 3. Project Partner- Contracts/ Design - 6 hours x \$260.00 | = \$1,560.00 |
| 4. Project Architect- CA/ coordination - 10 hours x \$140.00 | = <u>\$1,400.00</u> |
| SSA service fee total | = \$5,760.00 |

| | | |
|---|------------------|-----------------------|
| Amendment #2 to Basic Services Agreement | Total Fee | = \$ 34,760.00 |
|---|------------------|-----------------------|

If you should have any questions or require clarification to this proposal, please contact the architect's office at your earliest convenience.

Sincerely,

Kenneth G. Dean AIA, LEED AP
Partner

Ken Dean
SCHENKELSHULTZ
677 North Washington Boulevard, Suite 37
Sarasota, FL 34236
941-952-5875

AGREEMENT I.D.

9525875-A001

SERVICE PROPOSAL

RE: FOOD SERVICE CONSULTING AND DESIGN FOR STC CULINARY TEACHING KITCHEN

Thank you for the opportunity to assist you with your project. We look forward to working with you. Please find the details of our service proposal below.

Consulting/Design Services - CD/Bid Document Package

This design proposal is for a full set of food service construction and bid documents for a teaching kitchen facility at Sarasota Technical College, Northport, FL, as per plans provided with the RFP on October 7, 2015, by Ken Dean.

For the sum of **\$29,000.00** we will perform/provide the following services:

1. Detailed design and layout of food service equipment as determined by the program requirements.
2. Itemized equipment schedule.
3. A Complete set of MEP final connection plans including:
 - a. Electrical connection plans
 - b. Plumbing connection plans
 - c. Ventilation connection plans
4. A detailed equipment specification book in .PDF format listing manufacturer, model, description and MEP information for each piece of food service equipment.
5. A complete set of bid documents.
6. Unlimited site visits and/or office meetings/charrette on or off site.
7. Construction administration services as described below.

Procedure

Schematic Design (SD): Upon receipt of an architectural plan of the space we will prepare a preliminary design and equipment schedule as determined by the client's program requirements, and input from the client and design team for review and approval. We will work through any changes that are suggested until we arrive at an approved design plan.

Design Development (DD): Upon approval of the preliminary plan we will prepare a booklet of equipment specifications that will detail all electrical, plumbing and ventilation final connection requirements. We will also prepare any necessary MEP final connection drawings for use and inclusion into the DD set of documents.

Construction Documents (CD): We will finalize our design plan, equipment schedule and equipment selections and specifications. We will prepare a complete set of bid specifications which, along with our CD package, can be used for your clients to request pricing of food service equipment and installation services.

Construction Administration/Bid Process (CA): We will reply to RFIs, review KES bids, review any suggested alternate equipment, review shop drawing submittals by KES, perform a final walk through of completed project and prepare a final punch list for KES.

Initial: _____

Southeast Office • 2055 Siesta Dr #15531, Sarasota, FL 34277-1531 • 800-850-6638 x 1 • JimJr@pesdesigngroup.com

Midwest Office • 847 Roy Ave, Northlake, IL 60164 • 800-850-6638 x 2 • JimSr@pesdesigngroup.com

Terms and Conditions of Proposal

This proposal is between SCHENKELSHULTZ whose primary place of business is 677 North Washington Boulevard, Suite 37 Sarasota, FL 34236 (herein known as "Client") and Cademan Enterprises, LLC, DBA: PES Design Group. By initialing this page both parties agree to the following terms and conditions. See attached proposal for purchase description.

Cancellation: Because unfortunate circumstances can occur, you may need to cancel services. If you find you need to cancel you must do so in writing. We reserve the right to bill for unpaid time up until the time of notice of cancellation at \$100/hr. All monies previously paid are non-refundable and non-transferable.

Performance: This proposal and appropriate retainer, made payable by check, must be completed and returned before services can be rendered. If mailing, send to PES Design Group, 2055 Siesta Dr #15531, Sarasota, FL 34277-1531. The payment shown for each Phase of Service shall be paid by the Client to PES Design Group within thirty (30) days of the completion of service within said Phase. The performance of this contract on behalf of Cademan Enterprises, LLC, DBA: PES Design Group, shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, vendor equipment failure, and/or conditions beyond its control.

Indemnification of PES Design Group: Client shall indemnify, protect and hold harmless Cademan Enterprises, LLC DBA/PES Design Group, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of the documents provided by Cademan Enterprises LLC DBA/ PES Design Group, regardless of where, how and by whom operated. Client shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this proposal, whether by expiration of time, by operation of law or otherwise.

Arbitration: Any dispute arising out of related to this service proposal or its performance, interpretation or construction will be decided under the commercial arbitration rules of the American arbitration association, and judgment may be entered on the award. If a party, after due notice, fails to participate in hearings, the award will be made on the basis of evidence introduced by the party who does participate. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense and trouble arbitration. In addition to the grounds for vacation or correction of an arbitration award set forth in Florida code of civil procedures a court of competent jurisdiction shall vacate the award if the court determined that an error of law appears on the face of the award.

Attorney's Fees: In the event of litigation or arbitration arising out of this service proposal, or performance, interpretation or construction thereof, the prevailing party such action shall be entitled, in addition to any other remedy available by applicable law or this service proposal, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in expert fees or other such costs incurred in good faith. Said award shall be entered separately or as portion of the award of a judge or arbitration in any such action.

Governing Law, Jurisdiction and Venue: This service proposal will be governed by and construed in accordance with the laws of the state of Florida and its agreed by the parties hereto that proper jurisdiction and venue of any action pertaining to the enforcement, interpretation or construction of this proposal will be the county of Sarasota Florida.

No Other Proposal: This service proposal, including any/all attached exhibits, constitutes the entire service proposal between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and proposals, whether verbal or written between the parties to this proposal or their representatives. No representations or statements of any kind made by either party, that are not expressly stated in this service proposal, shall be binding on such parties. This service proposal may be modified only by a written document signed by both parties.

Severability and Waiver: The partial or complete invalidity or any one or more provision of this service proposal shall not affect the validity or continuing force and effect of any other provision. The failure of Cademan Enterprises LLC DBA/PES Design Group to insist, in any one or more insistence, upon the strict performance of any of the terms, covenant or condition of this service proposal or to exercise any right herein shall not be construed as a waiver or relinquishment of such term, covenant condition or rights as respect.

Initial: _____

Southeast Office ■ 2055 Siesta Dr #15531, Sarasota, FL 34277-1531 ■ 800-850-6638 x 1 ■ JimJr@pesdesigngroup.com

Midwest Office ■ 847 Roy Ave, Northlake, IL 60164 ■ 800-850-6638 x 2 ■ JimSr@pesdesigngroup.com

All drawings will be prepared 1/4" = 1'-0" using AutoCad version 2014 and will be transmitted via email in either .DWG or .PDF format. One set of hard copies will be available upon request. The equipment specification booklet will be provided in .PDF format.

Payment Structure for Design Services - CD/Bid Document Package

The payment structure of this design contract shall be as follows:

- \$3,500.00 retainer due upon acceptance of this service proposal.
- \$8,000.00 due upon completion of SD submittal.
- \$12,000.00 due upon completion of DD submittal.
- \$4,000.00 due upon completion of CD submittal.
- \$1,500.00 due upon completion of CA phase.

ACCEPTANCE OF CONTRACT

We, the undersigned, agree to the terms of this service proposal and wish to proceed with the following services mentioned herein:

On behalf of PES Design Group:

On behalf of SchenkelShultz:


James Richards, Manager, PES Design Group
Date: 10/08/2015

Print Name: _____
Date: _____

*To accept service proposal, please sign, date and initial pages 1 and 3. Remit the original document along with a retainer check made payable to: PES Design Group, 2055 Siesta Dr #15531, Sarasota, FL 34277