

RESOLUTION 26-001

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SANIBEL FIRE AND RESCUE DISTRICT AUTHORIZING THE FIRE CHIEF TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH SCHENKEL & SHULTZ, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sanibel Fire and Rescue District ("District") and Schenkel & Shultz, Inc. ("Consultant") entered into an Agreement dated April 8, 2025, for architectural and engineering services for Fire Station 171; and

WHEREAS, the Consultant has completed Phase 1 Design Services, and the District now seeks to authorize the Consultant to perform Phase 2 Construction Administration; and

WHEREAS, the Consultant submitted a proposal dated December 5, 2025, titled Additional Services #1 – CA Services Phase 2; and

WHEREAS, the District has verified that the proposal aligns with the Additional Services provisions of the Agreement, and wishes to authorize the services for a total lump sum not-to-exceed fee of \$203,377.00;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SANIBEL FIRE AND RESCUE DISTRICT THAT:

Section 1 – The Fire Chief is hereby authorized to execute Amendment No. 1 to the Agreement for Professional Architectural Services with Schenkel & Shultz, Inc. for Additional Services #1 – Phase 2 Construction Administration, for an amount not to exceed \$203,377.00, and to carry out all actions necessary to implement the Amendment.

Section 2 – All actions previously taken by District staff related to the negotiation and preparation of this Amendment are hereby ratified and approved.

Section 3 – This Resolution shall take effect immediately upon its adoption.

Commissioner _____, who moved for its adoption, offered the foregoing resolution. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

JERROLD MUENCH: _____

BRUCE COCHRANE: _____

RICHARD MCCURRY: _____

Done and adopted by the SANIBEL FIRE AND RESCUE DISTRICT BOARD this 8th day of April, 2026.

Chairman, “Jerry” Jerrold Muench

Vice Chairman, Bruce Cochrane

Secretary/Treasurer, Richard McCurry

Attest, Fire Chief Kevin Barbot

AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES
(ADDITIONAL SERVICES #1 – PHASE 2 CONSTRUCTION ADMINISTRATION)

This Amendment No. 1 (“Amendment”) to the Agreement for Professional Architectural Services (“Agreement”) is made and entered into as of the ___ day of _____ 2025 (“Effective Date of Amendment”), by and between:

SANIBEL FIRE & RESCUE DISTRICT,
an independent special district of the State of Florida (“District”),
and
SCHENKEL & SHULTZ, INC.,
a Florida corporation (“Consultant”).

The District and Consultant may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Parties entered into the Agreement dated April 8, 2025, for architectural and engineering services for Fire Station 171.
- B. The District’s solicitation stated that the Project “generally consists of full-service architectural design and construction administration,” and therefore contemplated that Construction Administration (“CA”) services could be subsequently authorized.
- C. Article 11 (“Additional Services”) of the Agreement authorizes the District to direct Consultant to perform supplemental professional services beyond the original design scope.
- D. Consultant has completed Phase 1 Design Services. The District now seeks to authorize Consultant to perform Phase 2 Construction Administration, which is a continuation of Consultant’s role as Architect of Record.
- E. Consultant submitted a proposal dated December 5, 2025, titled *Additional Services #1 – CA Services Phase 2*, for a not-to-exceed fee of \$203,377.00. The District has verified that the proposal aligns with the Additional Services provisions of the Agreement.
- F. The District is funding construction through HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) funds and must ensure compliance with applicable federal procurement standards.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The Recitals are true and correct to the best of the Parties' knowledge, are material to this Amendment, and are incorporated herein by reference.

2. AUTHORIZATION OF ADDITIONAL SERVICES #1 – PHASE 2 CONSTRUCTION ADMINISTRATION

2.1 Authorization

Under Article 11 of the Agreement, the District hereby authorizes Consultant to perform Additional Services #1 – Phase 2 Construction Administration (“CA Services”).

2.2 Scope of Services

The Parties agree that the scope of Additional Services #1 shall consist of the services expressly listed and described in the Consultant's proposal dated **December xxxx** (“CA Proposal”), which is incorporated by reference as **Exhibit [F]** to this Amendment. Consultant shall perform all tasks identified in the CA Proposal in accordance with professional standards and the Agreement.

2.3 Minimum CA Services

CA Services shall include, at a minimum:

- Attendance at the pre-construction meeting;
- Review and responses to Requests for Information (RFIs);
- Review of submittals and shop drawings;
- Review and recommendation regarding Requests for Change Orders (RCOs);
- Preparation of Architect's Supplemental Instructions (ASIs);
- Review of Contractor payment applications;
- Attendance at Owner–Architect–Contractor (OAC) meetings;
- Periodic site visits and preparation of observation reports;
- Conducting the Substantial Completion inspection and preparing the punch list;

- Conducting the Final Completion inspection.

These tasks reflect industry-standard services typically performed by the Architect of Record during construction.

2.5 Incorporation of Proposal

The CA Proposal is incorporated into the Agreement as **Exhibit**, except to the extent modified by this Amendment.

3. COMPENSATION

3.1 Lump Sum Fee

For performance of Additional Services #1, the District shall compensate the Consultant a lump sum not-to-exceed fee of \$203,377.00, as stated in the CA Proposal.

3.2 No Fee Adjustment

Although certain items in the proposal are being removed at the direction of the grantor, the total lump-sum fee of \$203,377.00 remains unchanged.

3.3 Subconsultants

The lump sum fee includes services by the following subconsultants listed in the CA Proposal:

- Schenkel Shultz – Architecture & Interior Design
- TRC – Structural Engineering
- CMTA – Mechanical/Electrical/Plumbing/Fire Protection
- RESPEC – Civil Engineering
- Coastal Vista – Landscape Architecture

Consultant remains fully responsible for the performance of its subconsultants.

3.4 payment

Payment shall be made in accordance with Article 4 of the Agreement and shall be based on percentage of completion of CA Services.

4. SCHEDULE

Consultant shall perform CA Services consistent with the construction schedule and in coordination with the District and Construction Manager. Time remains of the essence for all services performed under the Agreement.

5. HUD / CDBG-DR COMPLIANCE

Consultant shall comply with all applicable federal requirements, including but not limited to:

- 2 CFR Part 200,
- The CDBG-DR Grant Agreement, and
- All applicable state and local laws and regulations.

Record retention, audit access, and documentation obligations under the Agreement apply equally to services performed under this Amendment.

6. NO OTHER MODIFICATIONS

Except as expressly amended herein, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control solely with respect to Additional Services #1.

SIGNATURES

SANIBEL FIRE & RESCUE DISTRICT

By: _____

Name: Kevin Barbot

Title: Fire Chief

Date: _____

SCHENKEL & SHULTZ, INC.

By: _____

Name: Nathalie White, AIA

Title: Principal

Date: _____

PROPOSAL REQUEST

December 5, 2025

Kevin Barbot
 Fire Chief
 Sanibel Fire & Rescue District
 2351 Palm Ridge Rd
 Sanibel, FL 33957

SUBJECT: Additional Services #1 – Phase 2 Construction Administration

Dear Chief Barbot,

Schenkel Shultz is pleased to present our additional services related to Construction Administration for the new Sanibel Fire Station 171. This is in addition to the already agreed upon contract for Phase 1 Design Services. The scope of work for CA includes the following:

Construction Administration (CA)

1. Attend the Pre-Construction Meeting.
2. Respond to Requests for Information (RFI's), and review Submittals (Shop Drawings and Product Submittals)
3. Review Request for Change Orders (RCO) for cost reasonableness, recommend approval or rejection and prepare change order documentation as required
4. Preparation of Architects Supplemental Instructions (ASI)
5. Review Contractor Applications for Payment
6. Attend weekly construction coordination meetings with Owner Architect Contractor (OAC).
7. Attend site meetings to review construction progress. Provide monthly observation reports.
8. Conduct a Substantial Completion report and prepare certificate with punch list of deficiencies
9. Conduct a Final Completion inspection and verify Contractors final pay application

Clarifications and Exclusions:

- All deliverables will be submitted electronically except those hard copies required for permitting and be reimbursed at cost.
- Incorporating any value engineering options provided by Contractor or Owner during construction.
- Building Commissioning services not included.
- Excessive trade shop drawing reviews beyond secondary or re-submittal review per product or equipment excluded.
- Additional Owner changes during construction excluded.
- Cost estimating services for this phase excluded.
- Creating As-built or Record drawings from contractor redlines excluded.
- Topographic/existing conditions survey and geotechnical report excluded.
- Basic Services include travel expenses from Schenkel Shultz office to the job site and meetings at Station 171.

Professional Design Services fee breakdown is:

We propose providing the professional design services above for a total lump sum fee of **One Hundred and Thirty-Eight Thousand and Five Hundred and Two (\$138,502) dollars**. *Includes reimbursement (NTE)

The consultants included in Basic Services are:

- Schenkel Shultz - Architecture & Interior Design
- TRC Structural Engineers – Structural Engineering
- CMTA Engineering Solutions – Mechanical / Electrical / Plumbing Engineering & Fire Protection

Additional Services fee included:

Civil - RESPEC – Civil	\$45,750
Landscape Architecture - Costal Vista	\$19,125

Total fee for AS #1 – CA Phase 2	\$203,377
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Thank you for your consideration regarding this additional service. We look forward to working together again.

PROPOSAL REQUEST

Schenkel & Shultz, Inc. (Schenkel Shultz)



Nathalie White, AIA
Principal
cc: Iris Zayas & Daniel Laggan / Schenkel Shultz

Accepted By:
Sanibel Fire & Rescue District

Name & Title:
Kevin Barbot, Fire Chief

Signature: _____

Date: _____