

**AMENDMENT #2 TO AGREEMENT BETWEEN OWNER AND ARCHITECT FOR
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR BOOKER
HIGH SCHOOL VPA THEATER RENOVATIONS**

THIS AMENDMENT #2 to the Agreement Between Owner and Architect for Design and Construction Administration Services is entered into on this 6th day of November 2024, 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 “Architect”).

RECITALS

- A. The Owner and the Architect entered into an Agreement Between Owner and Architect for Design and Construction Administration Services for the Booker High School VPA Theater Renovations (the “Agreement”), dated February 18th, 2020.
- B. Attached as Exhibit A to the Agreement is the Invoice for Additional Professional Services related to the project.
- C. The parties here to desire to further modify the Agreement to include the total amount of payments to the Architect for all services, including Basic and Additional Services, which have or will be provided by the Architect pursuant to the Agreement. The parties hereby enter this Amendment #2 to memorialize this modification.

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

- 1. The total amount payable to the architect under this agreement for all services is \$2,103,481.00, which equals the original contract executed on February 18th, 2020 in the amount of \$96,904.00, Amendment #1 in the amount of

\$1,808,577.00, and the new additional services in the amount of \$198,000.00, as included in detail in Exhibit A of this Amendment #2.

- 2. The parties acknowledge and agree that, except as otherwise expressly modified or amended herein, the remainder of the terms of the Agreement shall remain in full force and effect.
- 3. Where there is any direct 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

SCHENKEL & SHULTZ, INC.

BY: _____
NAME/TITLE:

BY: _____
NAME/TITLE:


Approved 10/23/24

13 September 2024

Jane Dreger, Director
Construction Services
7895 Fruitville Road
Sarasota, Florida 34240

RE: Extended Construction Administration Services
Booker High School Visual Performing Arts (VPA) Theatre Renovation
SCS project ID # 3087

Dear Jane:

Pursuant to a telephone conversation we had a month or so ago, I had mentioned that in addition to the request by SchenkelShultz for Extended Construction Administration Services , in the amount of **\$ 171,000.00**, we had received a later request from Engineering Matrix for Extended Construction Administration Services. Engineering Matrix had delayed submitting their request until the project was substantially completed. We directed Engineering Matrix to submit their fee proposal in the amount of **\$ 27,000.00**, at their earliest convenience, so we could have a Final Total Fee for Extended CA Services for your review and consideration.

I have included copies of both the SchenkelShultz letter dated February 8, 2024 (in the amount of \$ 171,000.00) and the Engineering Matrix letter dated March 14,2024 (in the amount of \$ 27,000.00) for a requested Final amount of **\$ 198,000.00**, for the Extended Construction Administration Services.

If you have any questions or concerns, please contact me at your earliest convenience.

Sincerely,



Kenneth G. Dean AIA, Partner

attachments



February 9, 2024

Mr. Ernie DuBose, Project Manager
7895 Fruitville Road
Sarasota, Florida 34240

RE: Extended Construction Administration Services Requested for
Booker Higher School Visual Performing Arts (VPA) Theatre Renovation
SCS project ID # 3087

Dear Ernie:

As discussed, this letter is regarding our request for additional fees associated with Extended Construction Administration Services beyond the originally established construction completion date for this project.

During contract negotiations it was mutually anticipated that the construction duration for this project would be 15 months. Due to events beyond the control of SchenkelShultz the construction duration has extended significantly beyond the originally anticipated timeframe requiring significant additional time and work for the design team. To provide context, below we have provided a high level summary of the actual timeline that demonstrates the additional construction time that was realized.

02.18.2020	SCSB awarded Schenkel Shultz Contract
05.17.2021	Civil Permit Issued
07.08.2021	Construction Documents Issued
07.08.2021	Project Bid
09.30.2021	Value Engineering / Cost Savings
08.20.2021	Phase 1 GMP
11.01.2021	Construction Commencement
11.19.2021	Phase 2 GMP
11.24.2021	Demolition Permit Issued
12.07.2021	Conformed Documents Issued
01.25.2022	Building Permit Issued
02.20.2023	Anticipated Substantial Completion of Construction (~ 15 mo.)
03.15.2024	Actual Construction Completion (additional 13 mo.)

As mentioned above, there were several circumstances beyond the control of the design and construction team that led to the significant elongation of the construction duration, including:

- **Value Engineering Effort**

Construction Documents were released to the Contractor for bidding on July 8, 2021. Upon bid receipt, it was determined the bid to be over SCSB's budget. Previous design phase estimates came in high and each time Schenkel Shultz actively engaged in value engineering to balance the cost associated with scope back to SCSB's budget. Over the course of several months following bid receipt, seven rounds of value engineering were conducted by the Design Team in concert with the Contractor. The end result was revisions to 130 of 279 drawings sheets were made to produce the Conformed Documents to be utilized by the Contractor during Construction.



- **Extreme Materials, Components, and Systems Delays**

Since March 2020, COVID disrupted the construction industry with extreme material, component, and systems delays never seen before. Those delays triggered the re-evaluation of design decisions previously made through review of substitutions, re-review of submittals, and additional documentation required to secure more readily available materials, components, and systems.

- **Unforeseen Conditions**

With the renovation of the existing facility, we discovered unforeseen building and site conditions that were concealed and not fully known until construction could 'reveal' the actual built conditions following demolition. Efforts to reconcile out documentation. Re-design and document to make corrections required following the demolition were required.

- **Project Intensity to Support CA Demands Required Additional Team Member**

To keep up with construction administration demands, we hired Dan Dennehy who provided additional support to Ken Dean and Rob Russell in the review of submittals, answer RFIs, observe construction, attend meetings, etc. Since September 2022, Dan has accumulated 654 hours to date.

- **Economic Escalation and Continuity of Team**

COVID single handedly created the scarcity of materials with decreased production and the 'great retirement' caused a labor shortage that amplified economic demands that significantly increased wages, benefits, and other expenses within all business models. As SCSB has most likely seen turnover of teams firsthand in the Architectural, Engineering, and Construction industry. Schenkel Shultz proactively adjusted wages and benefits of our team to ensure we provided SCSB a consistent team. SchenkelShultz is proud to report that 17 of the 18 team members involved in this project since our contract was signed February 2020 still remain with the firm today. We believe this is a testament to our team's desire to see this project to completion and satisfied with the adjustments made to retain them.

- **Professional Basic Service Fees**

Our original professional Basic Service Fees for Schematic Design through Construction Administration were based on \$ 19,312,679 construction cost using Florida DMS curve (Category B at 6.69%) which came out to \$1,291,942 and agreed to in our approved contract with SCSB.

Given the extra ordinary complexity required for this theatre renovation project there has been expanded scope and effort spent to accommodate what resulted in a much higher construction cost than the original conceptual estimate could have anticipated. **Below is a summary showing a 22% in construction cost and the additional fee of \$ 258,408** that would have been reflected in our 'initial ask'.



\$ 3,210,407.00	Phase 1 GMP
\$ 12,896,384.50	+ Change Orders (CO) 1-30
\$ 16,106,791.50	Phase 1 GMP + CO 1-30
\$ 2,500,899.00	+ CO 31
\$ 18,607,690.50	New GMP + CO 1-31
\$ 4,971,178.00	+ Owner Direct Purchase Orders (ODPO)
\$ 23,578,868.50	New GMP + CO 1-31 + ODPOs
\$ (19,312,679.00)	less assumed construction cost at project start
\$ 4,266,189.50	Additional Construction Cost
6.69%	Original Basic Service Fee (Category B)
\$ 285,408.08	Additional Basic Service Fee

Note: Schenkel Shultz has not requested additional services for any of the effort listed above to date.

Booker HS Visual Performing Arts will be a huge success in terms of; elevating students education and training, audience experience, and will undoubtedly be a jewel in Sarasota County Community. That success comes with great effort. It's important Schenkel Shultz be transparent and share with you the entire effort it cost Schenkel Shultz to execute this project to appreciate our additional service request. Below is a summary of Schenkel Shultz hours/fees *;

	Design Phase	Construction Phase Original Duration	Extended Construction	Total (SD-CA)
Hours Spent	8,266	1,999	2,240	12,685
Contract Fee	\$ 701,676	\$ 329,500	\$ 0	\$ 1,031,176
Actual Fee Spent	\$1,026,415	\$ 266,119	\$ 405,443	\$1,697,977
Difference	(\$324,739)	\$ 63,381	(\$ 405,443)	(\$ 666,801)
TOTAL CA PHASE DIFFERENCE			(\$ 342,062)	

*Consultant Team has not specifically requested additional professional fees for any extended construction services up to this point and not included in this request nor do we anticipate it be required in the future.

For clarity, while the table above indicates that we spent more effort during the design phase of the project than included within the original contract we have not and are not seeking compensation for that additional effort. We are only seeking compensation for the extended duration of the construction phase of the project. At the same time, we also recognize that along the way there were some things that we could have managed better. Therefore, we are NOT requesting 100% of the additional expense outlined above. We are respectfully requesting only \$171,000 (a discount of over 50%). From our perspective this discounted request is a fair and reasonable balance between compensating us for the additional time/effort on the project, recognition of the imperfect nature of the process, as well as the value that we place on our long-term relationship with SCSB.



We appreciate your consideration of our request and we have always valued our relationship with SCSB. We look forward to many more years of successfully partnering with you to serve the Sarasota Community.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Daniel C. Laggan".

Daniel C. Laggan, AIA, Managing Partner

cc: Ken Dean, AIA, Partner
Rob Russell, AIA, Associate

file: 2020108

Ken Dean

From: Joshua Wides <joshw@engmtx.com>
Sent: Thursday, March 14, 2024 10:34 AM
To: Ken Dean
Cc: Greg Bowen
Subject: RE: Booker HS VPA Theatre Reno - Updated Schedule

Hi Ken,

Following up on your phone call with Greg regarding extended CA services. I know you're familiar with the how and why we got here, so I'll move past the finer details.

As of tomorrow, we will have surpassed the project's original completion date by one year. Throughout this extended construction period, Matrix has continued to diligently provide construction administration services to ensure the successful completion of the project. Our responsibilities have included weekly correspondence related to construction matters, addressing requests for information (RFIs), and conducting on-site visits to monitor construction progress. It's important to note that the level of service and effort required during this extended period has remained consistent with our obligations under the basic services contract.

To provide a clearer understanding of the value of our efforts, our monthly invoice for basic construction administration services amounted to \$3,231.15. By applying this rate to the 12-month extended CA service period, the total comes to \$38,773.80.

Similar to our approach with SSA, we have extended our CA services to the Owner without seeking compensation. However, provided the opportunity, we would seek reimbursement for the unrealized revenue of \$38,773.80. We understand that seeking compensation after services have been provided can present challenges and may strain relationships. With this in mind, we propose a reduced fee of \$27,000. We believe this offer is fair and reasonable considering both past efforts and the anticipated future work required to bring this project to a close.

Appreciate you keeping Matrix in mind as we wrap things up. Please let us know how you would like to proceed and whether formalizing this arrangement with a letter proposal would be necessary.

Thank you for your attention to this request. We look forward to your response.

Josh Wides, PE
Systems Engineer



Engineering Matrix, Inc.

o: (727) 573-4656

c: (727) 235-3308

www.engmtx.com

From: Joshua Wides
Sent: Monday, March 11, 2024 10:18 AM
To: 'Rob Russell' <rrussell@schenkelshultz.com>
Cc: Tom Nagle <tomn@engmtx.com>; 'Dan Dennehy' <ddennehy@schenkelshultz.com>; 'Ken Dean' <kdean@schenkelshultz.com>; Heather Schiller <heathers@engmtx.com>
Subject: RE: Booker HS VPA Theatre Reno - Updated Schedule