

**SEVENTEENTH AMENDMENT TO CONSTRUCTION MANAGER AT RISK CONTRACT NO. 2023-17.001
FOR PRECONSTRUCTION SERVICES CONTRACT, PHASE I**

This *Seventeenth Amendment* to Construction Manager at Risk Contract No. 2023-17.001 Preconstruction Services Contract, Phase I, amending the Original Agreement to provide an option for renewal terms consistent with the solicitation (“Seventeenth Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 (“City”) and Wharton Smith, Inc., which is registered to conduct business in the State of Florida and whose address is 2525 Bobcat Village Center Road, Unit #105 North Port, Florida 34288.

RECITALS

WHEREAS, on or around May 23, 2023, the parties entered into Construction Manager at Risk Contract No. 2023-17.001 Preconstruction Services Contract, Phase I, for Construction Manager at Risk Services (the “Original Agreement”); and

WHEREAS, the parties desire to amend the Original Agreement to provide an option for renewal terms consistent with the solicitation; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in 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 Seventeenth Amendment, all of which are incorporated by reference as if set forth fully herein. This Seventeenth 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 this “Agreement” in the Original Agreement and this Seventeenth Amendment mean and include both the Original Agreement and this Seventeenth Amendment.
- C. This Seventeenth Amendment is effective as of the date the last party approves or executes it, as applicable (the “Effective Date”), and shall continue as otherwise provided in the Original Agreement.

2. NEW SECTION XX. – CONTRACT AWARD/TERM

Section XX. is added to this Agreement and reads as follows:

The City anticipates entering into contracts with a pool of vendors and awarding up to five (5) Consultants who submit proposals judged to be most advantageous to the City for an initial period of approximately three (3) years. The contract(s) will become effective immediately upon approval by the City Commission and will remain in effect through March 1, 2026 (the “Initial Term”). The contract(s) may be extended for two (2) additional one (1) year terms, by mutual agreement and within budgetary limitations, at the same provisions.

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

(This space intentionally left blank; signature pages follow)



CONTRACTOR

WHARTON SMITH, INC.

By: *Darin A. Crafton*

Printed Name: Darin A. Crafton

Title: Chief Operating Officer - Commercial

SWORN ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 29th day of December 2025, by Darin A. Crafton (name), as COO - Commercial (title) for WHARTON SMITH, INC.



Francine Z. Guillemette
Notary Public

X Personally Known OR ___ Produced Identification

Type of Identification Produced _____

Approved by the City Commission of the City of North Port, Florida on _____, 202_.

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

MICHAEL FUINO, B.C.S.
CITY ATTORNEY