

FIRST AMENDMENT TO CONTRACT NO. 2023-07

CONSTRUCTION MANAGER AT RISK CONTRACT
PRECONSTRUCTION SERVICES CONTRACT, PHASE I

This *First Amendment to Construction Manager at Risk Contract Preconstruction Services Contract, Phase I* ("First Amendment"), is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and Wharton-Smith, Inc., a Florida incorporated, registered to do business in the State of Florida, whose principal place of business is 750 Monroe Rd., Sanford, FL 32771 (CMAR); and

WHEREAS, on April 25, 2023, the parties entered into *Construction Manager at Risk Contract Preconstruction Services Contract, Phase I* for the Fire Station No. 81 expansion and remodel (the "Original Contract"); and

WHEREAS, the parties mutually desire to amend the Contract for a change in scope for the temporary facility, and demolition and construction of a new facility; a time extension of 270 days; and price increase of \$125,315.83; and

WHEREAS, this First Amendment for change in scope includes Construction Manager at Risk Services Preconstruction, Phase I for the temporary facility, and replacement of the existing Fire Station #81 with a new facility; the building will be designed and engineered as a Florida Building Code Essential Facility and will meet all hardening requirements; and the new facility will include a +/-7,500 square feet of Fire Station and +/-14,000 square feet of Office/Administration space; and

WHEREAS, the change results from Hurricane Ian damage to the existing facility making the plans for remodeling and expansion not feasible; previously developed floor plans will be utilized to highest extent feasible, with modifications for value engineering opportunities and modified square footage; and existing conditions, and previously developed survey, geotechnical, site and stormwater design, landscape design, building space needs analysis, building architectural and engineering design, permitting, and preparation of bid documents will be reevaluated and redesigned as to the extent that the previous work relates to the design and repermitting of the new facility; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Contract is amended as follows, with all other terms of the Original Contract 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 Contract 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 Contract as identified herein. Where a section of the Original Contract is not identified, the terms as they appear in the Original Contract remain and apply.

- B. All references to the "Contract" in the Original Contract and the First Amendment mean and include both the Original Contract and the 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 Contract.

2. ORIGINAL CONTRACT TITLE - CONSTRUCTION MANAGER AT RISK CONTRACT PRECONSTRUCTION SERVICES CONTRACT, PHASE I

The Original Contract title is amended in its entirety as follows:

Contract No. 2023-07 Construction Manager At Risk Preconstruction Services Contract, Phase I For Demolition And Construction Of New Fire Station

3. ORIGINAL CONTRACT SECTION II B. – CONSTRUCTION MANAGER AT RISK SERVICES

Section II. B. of the Original Contract is amended in its entirety as follows:

The CMAR must deliver to the City within 240 days after receipt of the Notice to Proceed a detailed Preconstruction Schedule with Specific calendar dates in conformity with the Preconstruction Schedule. This Preconstruction Schedule must also include the specific calendar dates for the delivery or completion of all documents, reports, and other data required.

4. ORIGINAL CONTRACT SECTION III. A. – COMPENSATION

Section III. A. of the Original Contract is amended as follows

The City will pay the CMAR for the preconstruction services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed ONE HUNDRED SIXTY SEVEN THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS AND NINETY TWO CENTS (\$167,655.92) as the total contract amount for performing the tasks in the Scope of Services and further described in the Fee Schedule as attached in Exhibit C ("Fee Schedule"). This total amount includes all costs necessary to provide all services outlined in this Contract.

5. ORIGINAL CONTRACT EXHIBIT B – PRECONSTRUCION SCHEDULE

Exhibit B, attached, replaces Exhibit B, and is incorporated as set forth in the Contract.

6. ORIGINAL CONTRACT EXHIBIT C – FEE SCHEDULE

Exhibit C, attached, replaces Exhibit C, and is incorporated as set forth in the Contract.

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

First Amendment to Contract No. 2023-07
Construction Manager at Risk Preconstruction, Phase I
Demolition and Construction of New Fire Station No. 81

CONSULTANT

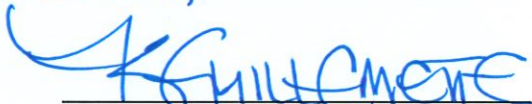
Wharton-Smith, Inc.

By: 
Name: Darin Crafton
Title: Chief Operating Officer

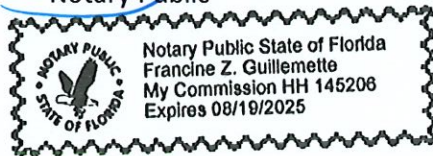
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of MAY 2024, by DARIN A. CRAFTON (name), as CDO - COMMERCIAL (title) for WHARTON-SMITH, INC. (entity).


Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



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Approved by the City Commission of the City of North Port, Florida on June 11, 2024.

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

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Exhibit B to Contract No. 2023-07 First Amendment
PRECONSTRUCTION SCHEDULE

Description

Schematic Design Phase – 1.5 months

Design Development Phase – 25 months

90% Construction Documents Phase – 2.5 months

100% Construction Documents - .5 months

Permitting (Revisions) / Bidding / Delivery of GMP – 2.5 months

Construction – 13 months

Note: Project Schedule begins with issuance of PO

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**Exhibit C to Contract No. 2023-07 First Amendment
FEE SCHEDULE**

Fixed fee for services described in First Amendment Scope of Services:	\$150,331.00
Additional services (not-to-exceed Amount), if authorized:	\$ 7,000.00
TOTAL CONTRACT NOT-TO-EXCEED AMOUNT	\$167,665.92¹

Notes:

1. Additional services must be authorized in writing by the City prior to performing any such services.
2. Invoicing for services rendered must be monthly.

¹ \$10,324.92 previously paid for Original Contract Scope of Services