

**THIRD AMENDMENT TO CONSTRUCTION MANAGER AT RISK CONTRACT NO. 2023-17.005  
FOR PRECONSTRUCTION SERVICES CONTRACT, PHASE I**

This *Third Amendment* to Construction Manager at Risk Contract No. 2023-17.005 Preconstruction Services Contract, Phase I, amending the Original Agreement to provide an option for renewal terms consistent with the solicitation (“Third 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 Willis A. Smith Construction Inc., which is registered to conduct business in the State of Florida and whose address is 5001 Lakewood Ranch Blvd, Suite 100, Sarasota, Florida 34240.

**RECITALS**

**WHEREAS**, on or around May 23, 2023, the parties entered into Construction Manager at Risk Contract No. 2023-17.005 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 Third Amendment, all of which are incorporated by reference as if set forth fully herein. This Third 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 Third Amendment mean and include both the Original Agreement and this Third Amendment.
- C. This Third 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 Third Amendment as follows.

*(This space intentionally left blank; signature pages follow)*

**CONTRACTOR**

WILLIS A. SMITH CONSTRUCTION, INC.

By: Brett Raymaker

Printed Name: BRETT RAYMAKER

Title: V.P.

**SWORN ACKNOWLEDGEMENT**

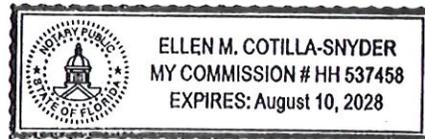
STATE OF FLORIDA

COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 23<sup>RD</sup> day of DECEMBER 2025, by BRETT RAYMAKER (name), as V.P. (title) for WILLIS A. SMITH CONSTRUCTION, INC.

Ellen M. Cotilla-Snyder  
Notary Public

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