

**FIRST AMENDMENT TO CONSTRUCTION MANAGER AT RISK
CONTRACT NO. 2022-36
FOR CONSTRUCTION SERVICES CONTRACT PHASE II**

This *First Amendment to Construction Manager at Risk Contract No. 2022-36 for Construction Services Contract Phase II* ("First Amendment") is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and Ajax Building Company, LLC, registered to do business in the State of Florida, whose principal place of business is 1080 Commerce Boulevard, Midway, FL 32343 ("CMAR").

WITNESSETH

WHEREAS, on or about February 27, 2024, the parties entered into Contract No. 2022-36, *Construction Manager at Risk Preconstruction Services Contract Phase I for the Public Services Facility– Phase II* ("Original Agreement"), for preconstruction services generally including design support, coordination, project scheduling, design and equipment evaluation and recommendations, project cost analysis, and the guaranteed maximum price (GMP) process; and

WHEREAS, the City may divide the CMAR services into two phases: (1) CMAR for preconstruction services, and (2) CMAR for construction services as provided in this Contract; and

WHEREAS, the parties now mutually desire to amend the Original Agreement to (1) include additional tasks extending the project and renovation scope through completion of design, permitting, and bidding; (2) revise the project schedule; and (3) increase the total compensation to \$335,169.00; and

WHEREAS, this First Amendment reflects a change in scope that includes renovations to the existing 22,855-square-foot Service Maintenance Building and an addition of 17,000 square feet to the Fleet Maintenance Bays of the existing pre-engineered metal building; renovations to the existing 15,000-square-foot Administration Building; construction of a new two-story, 35,000-square-foot Public Works Department building, including chemical storage and a pre-engineered metal building (PEMB) system at the exterior bay; construction of a new prefabricated, two-level, 143,880-square-foot precast concrete Parking Garage (with a footprint of approximately 132 feet by 545 feet); construction of a new 19,000-square-foot pre-engineered metal building; and a new covered bin area. Conceptual plans for these improvements have been developed to 30% and will be further developed by the design consultant to the 60%, 90%, and final design stages, and the services under this Amendment include permitting and bidding; and

WHEREAS, the CMAR has reviewed the services to be provided under the Contract and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Contract; and

WHEREAS, subsequent phases, if authorized, must encompass all services contemplated by the RFP, and must be authorized solely by written amendment to this Contract.

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 First Amendment, all of which are incorporated by reference as if set forth fully herein. This First 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 the "Agreement" in the Original Agreement, and this First Amendment mean and include both the Original Agreement, and the First Amendment.
- C. This First 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. ORIGINAL AGREEMENT SECTION II.B – CONSTRUCTION MANAGER AT RISK SERVICES

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

The CMAR must deliver to the City within 420 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.

3. COMPENSATION

Section III. A. of the Original Agreement 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 **THREE HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS AND ZERO CENTS (\$335,169.00)** 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.

4. ORIGINAL AGREEMENT EXHIBIT B – PRECONSTRUCTION SCHEDULE

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

5. ORIGINAL AGREEMENT 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.

CONSTRUCTION MANAGER AT RISK

AJAX BUILDING COMPANY, LLC.

By: 
WILLIAM P. BYRNE
CHIEF EXECUTIVE OFFICER

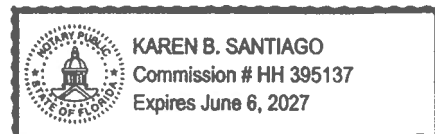
SWORN ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of October 2025, by William P. Byrne, Chief Executive Officer.


Notary Public

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____



WPB

APPROVED by the City Commission of the City of North Port, Florida on _____, 2025.

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



EXHIBIT B

PRECONSTRUCTION SCHEDULE

Phase / Task	# of Calendar Days	# of Calendar Days from NTP
Task 1 – Schematic Design	90	90
Task 2 – Design Development	120	210
Task 3 – Construction Documents	120	330
Task 4 – Bidding / Permitting	90	420

* Construction Duration to be determined by Construction Manager at Risk

Note: Project Schedule begins with issuance of PO.



EXHIBIT C

FEE SCHEDULE

Fixed fee for services described in the Preconstruction Scope of Services through the Bidding and Permitting Phase:	<u>\$ 325,169.00</u>
Additional services (not-to-exceed Amount), if authorized:	<u>\$ 10,000.00</u>
TOTAL CONTRACT NOT-TO-EXCEED AMOUNT	<u>\$ 335,169.00</u>

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.