

**AMENDMENT #1 TO CONTRACT NO. 20250214
BETWEEN CHARLOTTE COUNTY
and
JON F. SWIFT, INC. d/b/a JON F. SWIFT CONSTRUCTION
for
CONSTRUCTION MANAGER AT RISK
BURNT STORE WATER RECLAMATION FACILITY**

THIS AMENDMENT #1 to Contract No. 20250214 (the "Amendment") is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (the "County"), and JON F. SWIFT, INC. d/b/a JON F. SWIFT CONSTRUCTION, 2221 8th Street, Sarasota, Florida 34237 (the "Construction Manager").

RECITALS

WHEREAS, the County and the Construction Manager entered into Contract No. 20250214 (the "Agreement") on or about July 10, 2025, to engage the Construction Manager for preconstruction and construction services for *Burnt Store Water Reclamation Facility* (the "Project"); and

WHEREAS, pursuant to the terms of the Agreement, the Project is to be completed in two phases, Phase I – Pre-Construction Services, and Phase II – Construction Services; and

WHEREAS, Phase I of the Project – Pre-Construction Services – is complete; and

WHEREAS, the Guaranteed Maximum Price (GMP) for Phase II of the Project has been submitted by the Construction Manager, and pursuant to the Agreement, the GMP shall be made a part of the Agreement by an Amendment to the Agreement; and

WHEREAS, the parties now wish to amend the Agreement to provide for the GMP for the Project, to provide for a time for completion, to provide certain additional terms and conditions, and to provide for Liquidated Damages in the event the Construction Manager fails to achieve substantial completion as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Construction Manager agree as set forth below:

ARTICLE I
GUARANTEED MAXIMUM PRICE

1.1. The GMP Summary Estimate, Assumptions and Clarifications, Schedule, and Site Locations for Phase II of the Project, submitted by the Construction Manager and agreed to by the parties, is attached hereto as **Exhibit A, Guaranteed Maximum Price**, and is specifically incorporated into and made a part of the Agreement.

1.2. In accordance with the terms of the Agreement and **Exhibit A** attached, the parties agree that the Guaranteed Maximum Price for the Project shall be **Seven Million Nine Hundred Five Thousand Two Hundred Thirty-Eight Dollars (\$7,905,238.00)**.

1.3. All applications for, and terms of, payment for Phase II of the Project shall be in accordance with **Section 6** of the Agreement.

ARTICLE II **LIQUIDATED DAMAGES**

2.1. Pursuant to the Project Schedule, attached hereto as part of **Exhibit A**, construction services shall be completed on or before **August 31, 2028**.

2.2. Pursuant to **Article 7.7** of the Agreement, Liquidated Damages are established at **Five Hundred Dollars (\$500.00)** per calendar day for each day the Construction Manager fails to achieve Substantial Completion as set forth in the Project Schedule.

ARTICLE III **MISCELLANEOUS**

3.1. The effective date of this Amendment shall be the date on which it is fully executed by both parties.

3.2. Any terms used in this Amendment shall have the same meanings and definitions as provided in the Agreement.

3.3. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the dates indicated below.

WITNESSES:

JON F. SWIFT, INC.
d/b/a JOHN F. SWIFT CONSTRUCTION

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Joseph M. Tiseo, Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR25-0971 

Exhibit List:

Exhibit A – GMP Summary Estimate, Assumptions and Clarifications, Schedule and Site Locations