

**AMENDMENT #1 TO CONTRACT NO. 2024000098
BETWEEN CHARLOTTE COUNTY
and
JON F. SWIFT, INC. d/b/a JON F. SWIFT CONSTRUCTION
for
CONSTRUCTION MANAGER AT RISK SERVICES FOR WILLIAM R. GAINES JR.
MEMORIAL PARK AND G.C. HERRING PARK IMPROVEMENTS**

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 the William R. Gaines Jr. Memorial Park and G.C. Herring Park Improvements Project (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 the Project, submitted by Construction Manager and agreed to by the parties, is attached hereto as Exhibit A, GMP Summary Estimate, Assumptions and Clarifications, Schedule and Site Locations, 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, the parties

agree that the Guaranteed Maximum Price for the G.C. Herring Park Project shall be Three Million Five Hundred Seventy-Two Thousand Four Hundred Forty-One Dollars (\$3,572,441.00).

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 in Exhibit A, construction services shall be completed within 210 calendar days from Notice to Proceed, and no later than April 30, 2026, to meet grant-funding requirements.

2.2. Pursuant to Article 7.7 of the Agreement, Liquidated Damages are established at Seven Hundred Fifty Dollars (\$750.00) per calendar day.

ARTICLE III **MISCELLANEOUS**

3.1. The effective date of this Amendment is the date on which it is signed by both parties.

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

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

3.4 Conflict Control Clause. In the event of any conflict between this Amendment and the original Agreement, the terms of this Amendment shall govern with respect to Phase II construction services

[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
LR25-1020 

Exhibit List:

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

EXHIBIT A



September 23, 2025

Vicki Chichura
Project Manager
Charlotte County Board of County Commissioners
18500 Murdock Circle, Bldg. B
Port Charlotte, FL 33948

Re: Contract #2024000098 CM@RISK – G.C. Herring Park

Dear Vicki,

Thank you for the opportunity to submit our Guaranteed Maximum Price (GMP) Proposal for G.C. Herring Park. Our Guaranteed Maximum (GMP) price is Three Million Five Hundred Seventy-Two Thousand Four Hundred Forty-One dollars (\$3,572,441.00), per the bid and permit plans and specifications issued by Kimley-Horn on 06/30/2025.

We have added 9 months of general conditions to manage the scope of work, accommodating the necessary staffing and general requirements.

We look forward to providing Charlotte County with the same high-quality construction and customer service that you have come to expect from Jon F. Swift Construction. If you have any questions, please do not hesitate to contact our office.

Sincerely,


Ross Russo
Vice President
Jon F Swift, Inc.



G.C Herring Parks
Charlotte County

GMP R3 Estimate
September 17, 2025

Schedule
Project Area (Square Feet)

9 Months
0

Division	Scope of Work	G.C. Herring	Comments
<u>1A</u>	General Requirements	567,831	
<u>1B</u>	Survey	35,945	
<u>13A</u>	Sports Courts	380,494	
<u>14A</u>	Playground & Pavilions	350,000	
<u>15A</u>	Hardscape	49,727	
<u>26A</u>	Electrical	326,008	
<u>31B</u>	Sitework/Utilities	1,220,352	
<u>32A</u>	Landscaping/Irrigation	95,359	
	SUBTOTAL	\$ 3,025,716	
	2.20% General Liability Insurance	66,566	
	1.20% Builder's Risk Insurance	37,107	
	SUBTOTAL	\$ 3,129,389	
	6% Contractor Fee/Overhead	187,763	
	1.20% Payment/Performance Bond	53,074	
	TOTAL	\$ 3,370,227	
	6% Contingency	202,214	
	GRAND TOTAL	\$ 3,572,441	

EXHIBIT B
Assumptions and Clarifications
Contract #2024000098 CM@RISK
G. C. Herring Park
Septembre 23, 2024

The Guaranteed Maximum Price for the G.C. Herring Park GMP is based upon design services and subcontract bids received at the date and time noted in the GMP cost breakdown. Budget pricing shall be held per subcontract price for the duration of the Agreement. Issues related to material and labor cost escalation shall be reviewed on a case-by-case basis.

Schedule and Phasing

- All work shall be completed within 210 calendar days from issuance of notice to proceed and issuance of all building permitting.
- This project has financial grant completion restrictions for the following items which are required to be completed by 4/30/2026.
 - GC Herring (2) playgrounds (1) age 2-5 & (1) age 6-12, including all shade & surfacing.
 - GC Herring Large Pavilion (24x44)
 - GC Herring small pavilions (2) (13x13)
 - GC Herring Tennis Court
 - GC Herring Basketball Court
 - GC Herring Exercise Trail
 - In order to achieve required completion of 4/30/2026, owner provided materials must be on site on or before the following dates.
 - Playground equipment, shade, and resurfacing must be on site by 02/16/2026.
 - Large Pavilion (24x44) must be on site by 02/16/2026.
 - The (2)13x13 Pavilions must be on site by 02/5/2026.
 - The fitness hub equipment must be on site by 03/01/2026.

General Work Requirements

- Normal working hours of construction are from 7:00am – 6:00pm daily (Mon-Fri) for GC Herring will require additional hours for construction, such as early morning and or Saturday and Sunday work to achieve the grant deadline of April 30, 2026.

General Conditions

- General conditions are figured as a lump sum cost based on the 7-month project duration and shall be invoiced at a rate of \$81,118.71 month.

Contingency

- Contingency is included in the project budget to cover unforeseen conditions and buyout-related items as approved by the County Administrative Agent. All unused contingencies will be returned to the owner. Contingencies originating from the same funding source may also be grouped together and tracked as an Overall Project Contingency for work related to that specific funding source. All contingency expenses will be tracked and require the approval of the County Administrative Agent.
- All savings created from "buy-out" or unused "scope of work" savings will be considered as savings to the Overall Project and may be utilized anywhere within the Overall Project, as long as they come from the same funding source and receive approval from the County Administrative Agent.

All savings will be tracked and reallocated as directed by the County Administrative Agent. Unforeseen conditions may also occur, which would also necessitate changes. The contingency is not intended to cover increases in scope from the original project. Of course, any part of the contingency, or savings of any kind, (including line-item contingency savings) gets returned to Charlotte County Government.

- An example of contingency costs is for defined work scope items which were not specifically priced by the subcontractors during the bidding process. These items will be covered during the project buyout, and the final costs shall be adjusted accordingly.

Specifically Excluded Items

- Architectural/Engineering Services
- All Permit Fees
- All Impact Fees (water/sewer/road/etc.)
- FPL, Comcast, Verizon, TECO, and other company utility fees
- Temporary utilities usage fees for construction purposes (water and electric) shall utilize existing on site as currently available.
- Geotechnical Report
- Historical Resources Mitigation
- Environmental Impact Mitigation
- Gopher Tortoise Relocation
- Fire watch or off hours security
- Easement related surveying
- Permit review comment revisions that have not been identified in documents.
- Underground Unforeseen Conditions (i.e.: rock removal, unsuitable fill remediation, unidentified utilities etc.)
- Allowance costs are tracked in the pay application "Schedule of Values" and the cost savings and/or overages will be applied to the contingency.

Assumptions and Clarifications by Trade or Division

Builders Risk Insurance is included for the full GMP amendment amount. Any potential deductibles for builder's risk claims are excluded and shall be reimbursed through contingency, if applicable. Owner Direct Purchase Items are not included under the Builders Risk Policy.

Demolition

- No removal of rubber tires, fuel tanks or any material considered hazardous or restricted.
- Removal of underground utilities, including drainage and irrigation, are not included unless specifically identified on the drawings.
- No underground tank removal of any type unless specifically identified.
- Unless specifically identified as "deliver to owner" all salvageable items are the property of JFS once turned over for construction.

Asphalt V/E

- V/E option substitutes specified Heavy Duty 2.5" FDOT Superpave Asphalt with standard S1 or S3 asphalt at 2" thickness. (\$14,500.00 Savings Applied to GMP)

Contract #2024000098 CM@RISK
G.C. HERRING PARK
GUARANTEED MAXIMUM PRICE (GMP)



Landscape

- No irrigation
- Sod included with Hydroseed V/E option at GC Herring (\$65,000.00 Savings Applied to GMP)
- Note: sod and hydroseed shall be established for substantial completion.

Rep Services

- Owner furnished – contractor installed items (not covered by builder's risk insurance)
 - GC Herring playground, shade & surfacing
 - GC Herring Large Pavilion (24x44)
 - GC Herring small pavilions (2) (13x13)
 - GC Herring Exercise Equipment

Electrical

- Includes MUSCO lighting per plans.

Item	Item Description	Unit	Quantity	Unit Price	Total Price	Notes
1	General Excise					
2	Excise on Sales					
3	Excise on Sales of Motor Fuel					
4	Excise on Sales of Motor Fuel					
5	Excise on Sales of Motor Fuel					
6	Excise on Sales of Motor Fuel					
7	Excise on Sales of Motor Fuel					
8	Excise on Sales of Motor Fuel					
9	Excise on Sales of Motor Fuel					
10	Excise on Sales of Motor Fuel					
11	Excise on Sales of Motor Fuel					
12	Excise on Sales of Motor Fuel					
13	Excise on Sales of Motor Fuel					
14	Excise on Sales of Motor Fuel					
15	Excise on Sales of Motor Fuel					
16	Excise on Sales of Motor Fuel					
17	Excise on Sales of Motor Fuel					
18	Excise on Sales of Motor Fuel					
19	Excise on Sales of Motor Fuel					
20	Excise on Sales of Motor Fuel					
21	Excise on Sales of Motor Fuel					
22	Excise on Sales of Motor Fuel					
23	Excise on Sales of Motor Fuel					
24	Excise on Sales of Motor Fuel					
25	Excise on Sales of Motor Fuel					
26	Excise on Sales of Motor Fuel					
27	Excise on Sales of Motor Fuel					
28	Excise on Sales of Motor Fuel					
29	Excise on Sales of Motor Fuel					
30	Excise on Sales of Motor Fuel					
31	Excise on Sales of Motor Fuel					
32	Excise on Sales of Motor Fuel					
33	Excise on Sales of Motor Fuel					
34	Excise on Sales of Motor Fuel					
35	Excise on Sales of Motor Fuel					
36	Excise on Sales of Motor Fuel					
37	Excise on Sales of Motor Fuel					
38	Excise on Sales of Motor Fuel					
39	Excise on Sales of Motor Fuel					
40	Excise on Sales of Motor Fuel					
41	Excise on Sales of Motor Fuel					
42	Excise on Sales of Motor Fuel					
43	Excise on Sales of Motor Fuel					
44	Excise on Sales of Motor Fuel					
45	Excise on Sales of Motor Fuel					
46	Excise on Sales of Motor Fuel					
47	Excise on Sales of Motor Fuel					
48	Excise on Sales of Motor Fuel					
49	Excise on Sales of Motor Fuel					
50	Excise on Sales of Motor Fuel					
51	Excise on Sales of Motor Fuel					
52	Excise on Sales of Motor Fuel					
53	Excise on Sales of Motor Fuel					
54	Excise on Sales of Motor Fuel					
55	Excise on Sales of Motor Fuel					
56	Excise on Sales of Motor Fuel					
57	Excise on Sales of Motor Fuel					
58	Excise on Sales of Motor Fuel					
59	Excise on Sales of Motor Fuel					
60	Excise on Sales of Motor Fuel					
61	Excise on Sales of Motor Fuel					
62	Excise on Sales of Motor Fuel					
63	Excise on Sales of Motor Fuel					
64	Excise on Sales of Motor Fuel					
65	Excise on Sales of Motor Fuel					
66	Excise on Sales of Motor Fuel					
67	Excise on Sales of Motor Fuel					
68	Excise on Sales of Motor Fuel					
69	Excise on Sales of Motor Fuel					
70	Excise on Sales of Motor Fuel					
71	Excise on Sales of Motor Fuel					
72	Excise on Sales of Motor Fuel					
73	Excise on Sales of Motor Fuel					
74	Excise on Sales of Motor Fuel					
75	Excise on Sales of Motor Fuel					
76	Excise on Sales of Motor Fuel					
77	Excise on Sales of Motor Fuel					
78	Excise on Sales of Motor Fuel					
79	Excise on Sales of Motor Fuel					
80	Excise on Sales of Motor Fuel					
81	Excise on Sales of Motor Fuel					
82	Excise on Sales of Motor Fuel					
83	Excise on Sales of Motor Fuel					
84	Excise on Sales of Motor Fuel					
85	Excise on Sales of Motor Fuel					
86	Excise on Sales of Motor Fuel					
87	Excise on Sales of Motor Fuel					
88	Excise on Sales of Motor Fuel					
89	Excise on Sales of Motor Fuel					
90	Excise on Sales of Motor Fuel					
91	Excise on Sales of Motor Fuel					
92	Excise on Sales of Motor Fuel					
93	Excise on Sales of Motor Fuel					
94	Excise on Sales of Motor Fuel					
95	Excise on Sales of Motor Fuel					
96	Excise on Sales of Motor Fuel					
97	Excise on Sales of Motor Fuel					
98	Excise on Sales of Motor Fuel					
99	Excise on Sales of Motor Fuel					
100	Excise on Sales of Motor Fuel					