

**AMENDMENT #2 TO CONTRACT NO. 2023000271
BETWEEN CHARLOTTE COUNTY
and
JON F. SWIFT, INC. d/b/a JON F. SWIFT CONSTRUCTION
for
CONSTRUCTION MANAGER AT RISK
HURRICANE IAN RECOVERY – WEST COUNTY**

THIS AMENDMENT #2 to Contract No. 2023000271 (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. 2023000271 (the “Agreement”) on or about May 22, 2023, to engage the Construction Manager for preconstruction and construction services for Hurricane Ian Repairs – West County (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, on October 30, 2023, the parties entered into Amendment #1 to Contract No. 2023000271, establishing the Guaranteed Maximum Price (GMP) for Phase II of the Project relating to certain specified West County assets; and

WHEREAS, the parties now wish to amend the Agreement to provide for the GMP for the Project for additional West County assets, to provide for a time for completion, to provide 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 relating to these additional West County assets, submitted by 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 relating to these additional West County assets shall be Two Million Thirty-Four Thousand Five Hundred Thirty-Three Dollars and 52 Cents (\$2,034,533.52).

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, **Exhibit A**, attached, construction services shall be completed on or before March 13, 2025.

2.2. Pursuant to Article 11.4 of the Agreement, Liquidated Damages are established at Five Hundred Dollars (\$500.00) per 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.

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IN WITNESS WHEREOF, the parties hereto have entered into this Amendment #2 on the dates indicated below.

WITNESS:

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: _____
William G. Truex, Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Janette S. Knowlton, County Attorney
LR24-0219 

Exhibit List:

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

EXHIBIT A

RFP - 2023000272
CHARLOTTE COUNTY – WEST COUNTY HURRICANE IAN REPAIRS
GUARANTEED MAXIMUM PRICE (GMP)



**RFP - 2023000272
CHARLOTTE COUNTY**

**WEST COUNTY HURRICANE IAN REPAIRS
GUARANTEED MAXIMUM PRICE (GMP-02)**

February 6th, 2024



February 6th, 2024

Justin Dunn
Project Manager, Facilities Construction & Maintenance
18500 Murdock Circle, Building B
Port Charlotte, FL 33948

Re: RFP – 2023000272 West County Hurricane Ian Repairs GMP-02

Dear Justin,

Thank you for the opportunity to submit our Guaranteed Maximum Price for the restoration of the listed assets within this proposal. The total GMP estimate is \$ 2,034,533.52 and includes the following assets located at the referenced facilities:

- Ann and Chuck Dever Regional Park
 - 272-01 – Rec Center Roof & Interior Finishes
 - 035-TBD – Splash Pad/Pool Bldg.
- Tringali Park
 - 036-003 – Library Painting & Roof Repairs
 - 036-004 – Recreational Center Vapor Barrier in Gym
- Tom Adams Bridge
 - 077-001 – Tender House

We have added 6.5 months to the initial ten (10) months of general conditions to manage the scope of work to accommodate the necessary staffing and general requirements based on the entirety of the project.

We look forward to providing Charlotte County with the same high-quality of construction and customer service that you have come to expect from Jon f Swift Construction. Should you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ross Russo".

Ross Russo
Vice President
Jon F Swift, Inc.



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RFP - 2023000272
CHARLOTTE COUNTY – WEST COUNTY HURRICANE IAN REPAIRS
GUARANTEED MAXIMUM PRICE (GMP)



I. GMP Summary Estimate

RFP - 2023000272
WEST CHARLOTTE COUNTY
HURRICANE REPAIRS
GMP #2

DESCRIPTION	035 - Ann and Chuck Dever Regional Park	272 - 01 - Rec Center	035 - TBD - Splash Pad/Pool Bldg.	036 - Tringali	036 - 004 Tringali Rec Center	036 - 003 Tringali Library	77 - 001 - Tom Adams Bridge Tender House	TOTAL	Total of All Assets
	TOTAL			TOTAL			TOTAL		TOTAL
Direct Costs	\$0.00			\$0.00					\$0.00
Demolition	\$13,075.00	\$9,575.00	\$3,500.00	\$15,000.00	\$15,000.00				\$28,075.00
Exterminator	\$0.00			\$0.00					\$0.00
Mold Remediation budget	\$12,500.00	\$12,500.00		\$0.00					\$12,500.00
Building Replacement	\$0.00			\$0.00					\$0.00
Carpentry	\$0.00			\$0.00					\$0.00
Roofing (flat roof)	\$621,221.00	\$621,221.00		\$15,344.00					\$621,221.00
Roofing (Standing Seam Metal)	\$0.00			\$0.00		\$15,344.00			\$15,344.00
Roofing (Roof Panels)	\$0.00			\$0.00				\$18,289.00	\$0.00
Soffit	\$0.00			\$0.00				\$7,000.00	\$0.00
Fascia	\$7,000.00		\$7,000.00	\$0.00	\$11,098.00			\$41,084.00	\$0.00
Gutters & Downspouts	\$29,986.00		\$7,790.00	\$0.00				\$2,750.00	\$0.00
Misc Metal	\$0.00			\$0.00				\$3,500.00	\$0.00
Sealants	\$0.00			\$2,750.00	\$2,750.00			\$3,500.00	\$0.00
Insulation	\$0.00			\$0.00	\$3,500.00				\$0.00
HM Doors	\$0.00	\$2,795.45		\$43,350.00	\$43,350.00				\$46,145.45
Drywall & Vapor Barrier	\$2,795.45	\$7,000.00		\$0.00					\$7,000.00
Acoustical Ceilings	\$0.00	\$16,650.00		\$0.00					\$0.00
Gym Flooring	\$16,650.00			\$0.00					\$16,650.00
Flooring									\$0.00
Gym Wall Pads	\$28,500.00	\$27,250.00	\$1,250.00	\$36,050.00	\$18,250.00	\$17,800.00		\$64,550.00	\$0.00
Painting	\$0.00			\$0.00					\$0.00
Canopy	\$0.00			\$0.00					\$0.00
Flag Pole	\$0.00			\$0.00					\$0.00
Storage Shed	\$0.00			\$0.00					\$0.00
Signs	\$0.00			\$0.00					\$0.00
Antenna	\$0.00			\$0.00					\$0.00
Plumbing	\$0.00			\$0.00					\$0.00
HVAC	\$0.00	\$12,575.00	\$14,650.00	\$0.00				\$12,896.00	\$40,121.00
Electrical	\$27,225.00			\$0.00					\$0.00
Fencing	\$0.00		\$122,900.00	\$0.00				\$122,900.00	\$0.00
Pool Work	\$122,900.00		\$3,500.00	\$0.00					\$3,500.00
Site Work (tree removal & sidewalk)	\$3,500.00			\$2,575.00	\$2,575.00				\$11,075.00
Final Clean	\$8,500.00	\$ 8,500.00		\$0.00					\$0.00
FFE	\$0.00								\$0.00
TOTAL DIRECT COSTS	\$900,852.45	\$718,066.45	\$160,590.00	\$129,667.00	\$96,523.00	\$33,144.00	\$31,185.00	\$1,061,704.45	
Indirect Costs	\$0.00								
General Conditions	\$376,315.00	\$316,612.50	\$59,702.50	\$55,035.00	\$40,785.00	\$14,250.00	\$0.00	\$431,350.00	
General Requirements	\$111,749.09	\$93,540.91	\$18,208.18	\$16,305.45	\$12,805.45	\$3,500.00	\$0.00	\$128,054.54	
A/E Design & C/A Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Design Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Escalation Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Accelerated Schedule	\$43,932.82	\$35,903.32	\$8,029.50	\$6,483.35	\$4,826.15	\$1,657.20	\$1,559.25	\$51,975.42	
General Liability Insurance	\$31,034.37	\$25,610.71	\$5,423.66	\$4,564.80	\$3,408.67	\$1,156.13	\$720.37	\$36,319.55	
Builder's Risk Insurance	\$17,300.25	\$14,276.81	\$3,023.45	\$2,544.67	\$1,900.18	\$644.49	\$401.58	\$20,246.50	
Permits - by Owner	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
P&P Bond	\$23,343.61	\$19,264.17	\$4,079.64	\$3,433.60	\$2,563.98	\$869.63	\$541.86	\$27,319.27	
SUBTOTAL	\$1,504,527.79	\$1,223,274.87	\$259,056.93	\$218,033.87	\$162,812.43	\$55,221.44	\$34,408.06	\$1,756,969.73	
Fee	\$0.00								
Construction Contingency	\$88,939.91	\$73,396.49	\$15,543.42	\$13,082.03	\$9,768.75	\$3,313.29	\$2,064.48	\$104,086.42	
Guaranteed Maximum Price	\$148,233.18	\$122,327.49	\$25,905.69	\$21,803.39	\$16,281.24	\$5,522.14	\$3,440.81	\$173,477.37	
	\$1,741,700.88	\$1,418,986.85	\$300,506.04	\$252,919.29	\$188,862.42	\$64,056.87	\$39,913.35	\$2,034,553.52	

II. Assumptions and Clarifications

EXHIBIT
Assumptions and Clarifications
Charlotte County West County Hurricane Ian Repairs
February 6th, 2024

The Guaranteed Maximum Price for the West County Hurricane Ian Repairs GMP-2 is based upon subcontract bids received at the date and time noted in the GMP-02 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.

II. Assumptions and Clarifications

This GMP contract amendment is an extension to GMP-01 and the preconstruction services contract, funded from the same source or sources. All contingencies, allowances, and unused savings from this amendment and any previous amendments to this same contract may be reallocated and used for other portions of the "Overall Project" with the approval of the County Administrative Agent.

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 that are coming from the same funding source may also be grouped together and tracked as an Overall Project Contingency for work for 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 it comes from the same funding source and receives approval from the County Administrative Agent. All savings will be tracked and reallocated as directed by the County Administrative Agent.

Allowances may be grouped together between amendments only when they are set aside for the same scope of work. All expenditures for allowances will be tracked and approved by the County Administrative Agent.

Performance and Payment Bond is included for the full GMP amendment amount. Subcontractor bonding is also included for work scoped in excess of \$100K.

Standard General Liability Insurance coverage is included based on the entire contract amount.

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.

This GMP is based on site assessment surveys and field inspections which include anticipated scopes of work regarding each individual assets as detailed in section three below.

The costs associated with the design and permit drawings are to be funded through the existing preconstruction services contract.

Upon execution of GMP, the total general conditions labor and general requirements will convert to lump sum and be billed out as a fixed amount on a monthly basis divisible by the total (16.5) month duration of the scope of work.

Normal working hours of construction are from 7:00am – 5:00pm daily (Mon-Sat). Special Hours for construction shall be coordinated and approved by the County Administrative Agent.

Unless specifically identified as “deliver to owner” all salvageable items are the property of CM (or its assigned subcontractor) once turned over for construction. All materials will be recycled and/or properly disposed of based on specific requirements.

II.I. Specifically Excluded Items

- Architectural/Engineering Services (costs have already been allocated in the original Preconstruction Services Contract)
- All permit fees are to be paid by Charlotte County.
- All impact Fees (water/sewer/road/etc.) are to be paid by Charlotte County
- All utility fees including, but not limited to, FPL, Comcast, Verizon, TECO, and other utility company fees for relocation of any utilities or tapping fees are to be paid by Charlotte County
- Geotechnical Reports are not included.
- Historical Resources Mitigation is not included.
- Environmental Impact Mitigation is not included.
- Gopher Tortoise Relocation is not included.
- Fire watch or off-hour security is not included.
- Underground Unforeseen Conditions (i.e.: rock removal, muck removal, unsuitable fill remediation, unidentified utilities, etc.) is not included.
- No remobilizations are included.
- Asbestos survey, removal, abatement, testing, and monitoring is not included.

III. Scope of Work

035 – Ann & Chuck Dever Regional Park

- 035-TBD – Rec Center Roof & Interior Finishes include drywall and vapor barrier, acoustical ceilings, flooring, painting, electrical, and final cleaning.
- 035-TBD – Splash Pad/Pool Bldg. include painting, electrical pool work, and site work (tree removal & sidewalk)

036 – Tringali Park

- 036-TBD – Recreational Center Vapor Barrier in Gym includes sealants, insulation, drywall and vapor barrier, painting, and final cleaning.
- 036-TBD – Library Painting & Roof Repairs include painting

077 – Tom Adams Bridge

- 077-001 – Tender House includes soffit and electrical work.

RFP - 2023000272
CHARLOTTE COUNTY – WEST COUNTY HURRICANE IAN REPAIRS
GUARANTEED MAXIMUM PRICE (GMP)



III. Schedule

RFP - 2023000272
CHARLOTTE COUNTY – WEST COUNTY HURRICANE IAN REPAIRS
GUARANTEED MAXIMUM PRICE (GMP)



IV. Site Locations

