

**AMENDMENT # 1 TO
CONTRACT NO. 2019000159
BETWEEN CHARLOTTE COUNTY
and
McKIM & CREED, INC.
for**

BURNT STORE WATER RECLAMATION FACILITY REPLACEMENT/EXPANSION

THIS AMENDMENT (hereinafter the "Amendment #1"), 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, hereinafter the "County", and McKIM & CREED, INC. 1730 Varsity Drive, Venture IV Building, Suite 550, Raleigh, North Carolina 27606-2689, (hereinafter the "Consultant").

WHEREAS, on July 23, 2019, the parties entered into Contract No. 2019000159 (the "Contract"), to retain a Consultant to provide professional services for the preliminary engineering, design, and construction services for the replacement/expansion of the Burnt Store Water Reclamation Facility in Punta Gorda, Florida; and

WHEREAS, the Consultant has been providing, and is capable of providing, the necessary Project services; and

WHEREAS, the parties wish to amend the Contract to provide for engineering services to modify the design of the Burnt Store Water Reclamation Facility (WRF) 2.5 mgd expansion to include advanced wastewater treatment to reduce the nitrogen and phosphorous loads in the WRF's effluent.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree to amend the Contract as follows.

**ARTICLE I
COMPENSATION / SERVICES**

1.1. The following provisions of this Amendment #1, and the Exhibit attached hereto, are specifically incorporated into and made a part of the Contract.

1.2. The Scope of Services is hereby amended to include the additional tasks as set forth in Scope of Services Amendment #1, attached as **Exhibit A**.

1.3. The County shall pay the Consultant for these additional services an amount not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000) in accordance with **Exhibit A**.

ARTICLE II
MISCELLANEOUS

2.1. The effective date of this Amendment #1 is the date on which it is signed by both parties.

2.2. Any terms used in this Amendment #1 shall have the same meanings and definitions as they have in the Contract.

2.3. All other provisions of the Contract not in conflict with this Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment #1 on the last date written below.

McKIM & CREED, INC.

WITNESSES:

Signed By: Brooke Trautman
Print Name: Brooke Trautman
Date: 12/6/21

Signed By: Mitch Chiavarelli
Print Name: Mitch Chiavarelli
Title: Assistant Secretary
Date: 12/6/21

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

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

By: William H. Lucas Chairman
Date: November 23, 2021

By: Dawn Smolenski
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR21-0842 (Signature)

Attachments: Exhibit A – Scope of Services Amendment #1

EXHIBIT A

McKIM & CREED, INC.
CHARLOTTE COUNTY UTILITIES DEPARTMENT
BURNT STORE WATER RECLAMATION FACILITY REPLACEMENT/EXPANSION
CCU PROJECT No. 18-0004

AMENDMENT NUMBER 1 TO CONTRACT No. 19-159
PO No. 2019003283

SCOPE OF SERVICES – AMENDMENT NUMBER 1

A. BACKGROUND

The Burnt Store Water Reclamation Facility (WRF) services south Charlotte County and portions of northern Lee County, together, the South County Service Area. As the South County Service Area continues to grow, additional treatment capacity at the Burnt Store WRF is required. Charlotte County Utilities (CCU) contracted McKim & Creed, Inc. (Engineer) to perform the preliminary design, permitting, and final design for the expansion of the Burnt Store WRF.

Based on the evaluations performed during the preliminary design, it was decided to design a 2.5 mgd WRF to serve the South County Service Area. The WRF expansion would be constructed partially on the existing Burnt Store WRF site and partially on the 40 acre parcel previously acquired by the County. Provisions for future expansion to 7.5 mgd (AADF) would be incorporated in the design.

At this time, the County desires to modify the Burnt Store WRF expansion design to include advanced wastewater treatment (AWT) to reduce the nitrogen and phosphorous loads in the WRF's effluent.

Parameter	Current Limit ⁽¹⁾	Effluent Goal
CBOD	20 mg/L	5 mg/L
TSS	5 mg/L	5 mg/L
TN	No limit	3 mg/L
TP	No limit	1 mg/L

¹ Limit at R-002 (Reuse)

B. AMENDMENT NUMBER 1 – SCOPE OF SERVICES

The scope of services for Amendment Number 1 includes the civil, structural, mechanical, electrical and controls engineering for the treatment process modifications to add AWT to the Burnt Store WRF. The additional engineering services include process and hydraulic modeling; design of post anoxic and re-aeration basins to the Bio-Reactor; equipment design (submersible mixers, upsized blowers and air pipe,

additional gates) required for the additional tankage, design of chemical feed systems (carbon and alum), yard piping and site design. The AWT design will be for the initial 2.5 mgd expansion only.

The scope of services for Amendment Number 1 also includes preparation of the application for a major modification to the FDEP Domestic Wastewater Facility Permit for the Burnt Store WRF.

Deliverables include preliminary (90%) plans and technical specifications for the AWT improvements (submitted separate from the 90% plans and technical specifications for the Burnt Store WRF expansion) and Issue-for-Bid plans and technical specifications for the AWT improvements (submitted with the Issue-for-Bid plans and technical specifications for the Burnt Store WRF expansion).

C. COST

The lump sum fee proposal for Amendment Number 1 is \$150,000.