

**AMENDMENT #2 TO  
CONTRACT NO. 2019000159  
BETWEEN CHARLOTTE COUNTY  
and  
McKIM & CREED, INC.  
for**

**BURNT STORE WATER RECLAMATION FACILITY REPLACEMENT/EXPANSION**

**THIS AMENDMENT** (hereinafter "Amendment #2"), 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**, on December 6, 2021, the parties entered into Amendment #1 to Contract No. 2019000159, to provide for modified engineering services including services relating to advanced wastewater treatment; and

**WHEREAS**, pursuant to the Contract, final Phase 2 services and fees are to be revised based on the approved final Basis of Design; and

**WHEREAS**, the parties anticipate that certain supplemental services will be required as the Project enters the construction phase; 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 services required or requested in the final approved Basis of Design, and to provide for supplemental funds as may be needed during the construction phase of the Project.

**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 #2, and **Exhibit A** 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 **Exhibit A**, attached.

1.3. The County shall pay the Consultant for these additional services an amount not to exceed Four Hundred Sixty-Two Thousand One Hundred Dollars and no cents (\$462,100.00) in accordance with **Exhibit A**.

**ARTICLE II**  
**MISCELLANEOUS**

2.1. The effective date of this Amendment #2 is the date on which it is signed by both parties.

2.2. Any terms used in this Amendment #2 shall have the same meanings and definitions as they have in the Contract.

2.3. All other provisions of the Contract, as amended, not in conflict with this Amendment #2 shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties have entered into this Amendment #2 on the last date written below.

**McKIM & CREED, INC.**

WITNESS:

Signed By: Brooke Trautman

Print Name: Brooke Trautman

Date: 1/29/24

Signed By: [Signature]

Print Name: Nice Stoy

Title: Vice President

Date: 1/29/24

ATTEST:

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

By: [Signature]  
Deputy Clerk

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

By: William G. Truex  
William G. Truex, Chairman

Date: 01/23/24

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR23-1054

Attachments:

Exhibit A – Scope of Services Amendment #2

# EXHIBIT A

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

**AMENDMENT NUMBER 2 TO CONTRACT No. 19-159**

**PO No. 2019003283**

**December 27, 2023**

## **SCOPE OF SERVICES**

### **A. BACKGROUND AND GENERAL SCOPE STATEMENT**

The Burnt Store Water Reclamation Facility (WRF) provides wastewater service to 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 eastern 40-acre parcel previously acquired by the County. Provisions for future expansion to 7.5 MGD (AADF) would be incorporated in the design.

Amendment No. 1 was approved on 12/29/2021 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. Amendment No. 1 included the permit modification, updates to the 90% design submittal, and incorporation of the AWT design into the 100% Design (Issue for Bid) submittal. This work has been completed.

Subsequent to Amendment 1, revisions to the scope of services were required or requested by the County and performed by the Engineer. This Amendment No. 2 includes services for design and permitting of a temporary access road for geotechnical investigation of the eastern 40-acres, and design services related to various components not included in the previously approved scope of services but required or desired for improved plant reliability. These additional components include five Equipment Protection Structures, an additional (Second) Electrical Building, an additional (Second) Plant Drain Pump Station, a new Equalization Tank, a new Equalization Pump Station, and deletion of the Influent Pump Station. Additional funding of the County-controlled Supplemental Services task is included to provide for additional services that may be required or desired during the construction of the project.

## **B. AMENDMENT NUMBER 2 – SCOPE OF SERVICES**

The revisions and/or additions to the scope of services for Amendment Number 2 includes the following items:

### **Task 15. Supplemental Services**

No changes to task description. Additional County-controlled budget is being added for additional services that may be required or desired during the construction of the project. Use of these funds will require a written change order between CCU and the Engineer, approved prior to performing the work.

### **New Task 17. Amendment 2 Additional Design Services**

- A. Add Temporary Access Road Plans and Permitting. A temporary road was required to gain access across a ditch and existing wetlands to perform the geotechnical exploration program for the east side of the site. The Engineer coordinated with the County through multiple meetings both in-person and on-site to develop several alternative designs for the crossing that could be constructed with County resources. The configuration was designed to meet 404 General permit and ERP Exemption, while allowing for high flows. Additional stormwater modeling was performed to size the temporary culvert crossing. The Engineer's team conducted a field visit for the proposed crossing and a temporary crossing plan sheet was prepared and used as part of a FDEP permit application. In addition, additional coordination and a site visit with the FDEP were performed by the Engineer's team per County request. The Engineer prepared a land clearing plan for limited tree removals to allow the drilling rig access to boring locations.
- B. Provide preliminary and final design to add five Equipment Protection Structures and lighting for EQ Air Mixing (580 SF), EQ Pump Station (2,140 SF), BNR Blowers (1,600 SF), and RAS and WAS Pump Stations (1,298 SF and 570 SF, respectively), which are not included in the original scope but were requested by the County. Structures were designed and foundation slabs were redesigned for basic wind pressures in accordance with FBC and ASCE 7-16 (ASCE 7), Wind Speed: 166 mph (3-second gust) and incorporated removable panels for maintenance of major equipment. Structure size (footprint) and height were coordinated with the associated equipment and piping to be protected. An additional 17 A sheets, four E lighting sheets and modifications to five S sheets, along with preparation of associated technical specifications, were required.
- C. Provide preliminary and final design to add Second Electrical Distribution Systems and Standby Power. The original scope included one 1500 SF building and one generator, and this increased to two buildings and two generators due to the acquisition of the eastern 40-acre parcel after the contract was awarded and the resulting split nature of the site. The Engineer performed a value engineering analysis that estimates Charlotte County can anticipate a capital cost savings of approximately \$4,000,000 by adding the second electrical building, due mainly to the decrease in duct bank and conductor size and length related to the distance and voltage drop requirements. An additional four S sheets, five A sheets, 1 H sheet, eight E sheets, and three I sheets, along with preparation of associated technical specifications, were required. Location of the second Electrical Building was coordinated with the Civil site and grading designs.
- D. Provide preliminary and final design to add the Second Plant Drain Pump Station, the Equalization Tank (Flow EQ Basin) and the EQ Pump Station and delete the Influent Pump

Station. The original scope included one plant drain pump station. Adding an additional 159 GPM plant drain pump station was needed to accommodate the eastern 40-acre parcel, due to the split nature of the site, and to minimize the amount of deep gravity sewer that would otherwise have been required. The EQ Tank was removed from scope during negotiations prior to project start, but was added back in during preliminary design to reduce the impact of peak flows and improve facility operability and reliability. Adding the equalization tank allowed for deletion of the Influent Pump Station but required adding the EQ Pump Station. As a result of these changes, the following additional plan sheets required included three S sheets, six M sheets, two E sheets, and one I sheet, along with preparation of associated technical specifications.

- E. Provide preliminary and final design for the Odor and Corrosion Control System, which was excluded from the original scope and added to the project during design to improve long-term reliability and operability of the facility. The scope included coordination with vendors, selection of equipment, preparation of a corrosion control technical memorandum, preparation of the packaged biofilter odor control system technical specifications, and incorporation of design, including potable water and gravity sewer connections and modifications to nine existing headworks M sheets for foul air ducting, one M equipment sheet, one S sheet and two E sheets.

#### Deliverables

- Sheet Legend: A=Architectural, E=Electrical, I=Instrumentation, M=Mechanical, and S=Structural.
- Submittals of sheets referenced in scope items were provided with the 90% and/or 100% Submittals.



### C. CHANGES IN COMPENSATION

Task #	Description	Original Contract	Previous Amendment No. 1 thru 1	This Amendment No. 2	Revised Budget
1	Project Management	\$ 341,200	\$ -	\$ -	\$ 341,200
2	Sewer Master Plan	\$ 195,070	\$ -	\$ -	\$ 195,070
3	Reclaimed Water Master Plan	\$ 143,940	\$ -	\$ -	\$ 143,940
4	Preliminary Engineering	\$ 253,700	\$ -	\$ -	\$ 253,700
6	Design Related Field Investigation	\$ 228,750	\$ -	\$ -	\$ 228,750
7	Permitting	\$ 111,820	\$ -	\$ -	\$ 111,820
8	60% Design	\$ 928,180	\$ -	\$ -	\$ 928,180
9	90% Design	\$ 525,500	\$ -	\$ -	\$ 525,500
10	100% (IFB) Documents	\$ 189,370	\$ -	\$ -	\$ 189,370
11	Bid Phase	\$ 26,840	\$ -	\$ -	\$ 26,840
12	Construction Phase	\$ 435,720	\$ -	\$ -	\$ 435,720
14	O&M Manuals	\$ 92,600	\$ -	\$ -	\$ 92,600
15	Supplemental Services	\$ 50,000	\$ -	\$100,000	\$ 150,000
16	Amendment No 1 AWT	\$ -	\$ 150,000	\$ -	\$ 150,000
17	Amendment 2 Additional Design Services	\$ -	\$ -	\$362,100	\$ 362,100
	<b>Total</b>	<b>\$ 3,522,690</b>	<b>\$ 150,000</b>	<b>\$462,100</b>	<b>\$4,134,790</b>

### D. CHANGES TO PROJECT SCHEDULE

None.

**End of Amendment No. 2**