

**AMENDMENT #1 TO
CONTRACT NO. 2024000597
BETWEEN CHARLOTTE COUNTY
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
DESIGN- BURNT STORE WATER RECLAMATION FACILITY MAJOR DESIGN PERMIT
MODIFICATION**

THIS AMENDMENT #1 to Contract No. 2024000597 is made 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 Kimley-Horn, and Associates, Inc. 421 Fayetteville St., Ste. 600, Raleigh, North Carolina 27601 (hereinafter the "Consultant").

WHEREAS, on or about April 8, 2025, the Parties entered into Contract No. 2024000597 (the "Contract"), to provide design services for the Burnt Store Water Reclamation Facility Major Design Permit Modification Project (the "Project"); and

WHEREAS, it was recently discovered that the sum of the 15 project tasks was incorrect, and the County and Consultant now wish to amend the contract to accurately reflect the awarded contract amount.

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 are specifically made to revise the Total NTE Project Fee on the Fee Schedule incorporated into Exhibit A.

1.2. The Fee Schedule included within Exhibit A to the contract is hereby revised to more accurately reflect a Total NTE Project Fee of Three Million, Seven Hundred Thirty-Nine Thousand, Seven Hundred and Eighty-One Dollars, and no cents (\$3,739,781.00), instead of the previously approved amount of \$3,643,523.00.

1.3. The County shall pay Consultant for the Burnt Store Water Reclamation Facility Major Design Permit Modification services described in Exhibit A in an amount not to exceed Three Million, Seven Hundred Thirty-Nine Thousand, Seven Hundred Eighty-One Dollars, and no cents (\$3,739,781.00).

1.4. The revised Fee Schedule set forth and attached hereto is adopted.

**ARTICLE II
MISCELLANEOUS**

2.1. The effective date of this Amendment #1 is the date on which it is fully executed 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 affixed their signatures on the dates written below.

WITNESS:

KIMLEY-HORN AND ASSOCIATES, INC.

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

Date: _____

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:  _____
Janette S. Knowlton, County Attorney
LR25-0611

Exhibit:
Exhibit A – Fee Schedule

EXHIBIT A

FEE SCHEDULE

| TASK | DESCRIPTION | FEE |
|------|--|-----------------------|
| 1 | PROJECT MANAGEMENT (LS) | \$57,003.00 |
| 2 | FACILITY EVALUATION (LS) | \$152,558.00 |
| 3 | PERMITTING SERVICES (LS) | \$145,409.00 |
| 4 | 60% DESIGN PHASE (LS) | \$257,812.00 |
| 5 | 90% DESIGN PHASE (LS) | \$158,654.00 |
| 6 | FINAL DESIGN PHASE (LS) | \$79,327.00 |
| 7 | CMAR SUPPORT SERVICES (T & M, NTE) | \$96,258.00 |
| 8 | FIELD SERVICES (T & M, NTE) | \$159,664.00 |
| 9 | SERVICES DURING CONSTRUCTION (OFFICE) (T & M, NTE) | \$375,407.00 |
| 10 | NEW STAND-ALONE HEADWORKS (LS) | \$1,044,000.00 |
| 11 | NEW FLOW EQUALIZATION TANK (LS) | \$450,577.00 |
| 12 | NEW FLOW SPLITTING STRUCTURE (LS) | \$225,693.00 |
| 13 | TEMPORARY SUPPLEMENTAL TREATMENT PLANT PLAN (LS) | \$37,419.00 |
| 14 | TEMPORARY SUPPLEMENTAL TREATMENT PLANT (LS) | \$250,000.00 |
| 15 | SUPPLEMENTAL SERVICES (HOURLY, NTE) | \$250,000.00 |
| | TOTAL NTE PROJECT FEE | \$3,739,781.00 |