

**AMENDMENT #2 TO
CONTRACT NO. 2023000154
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
KCI TECHNOLOGIES, INC.
for
REPAIR OR REPLACE ROTONDA MSBU BRIDGE 014113**

THIS AMENDMENT #2 to Contract No. 2023000154 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 KCI TECHNOLOGIES, INC., 4041 Crescent Park Drive, Tampa, Florida 33578 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, on or about June 12, 2023, the parties entered into Contract No. 2023000154 (the "Contract"), to provide professional engineering services to determine the most cost-effective solution to restore, rehabilitate, or replace Rotonda MSBU Bridge No. 014113, which was severely impacted by Hurricane Ian; and

WHEREAS, on March 6, 2024, the parties executed Amendment #1, which added Task 15 for FEMA coordination services in an amount not to exceed Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, the Consultant has been providing, and is capable of continuing to provide, the necessary services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Consultant agree to amend the Contract as follows:

**ARTICLE 1.
COMPENSATION / SERVICES**

1.1. The following provisions of this Amendment, together with Exhibit A (Scope of Services / Fee), attached hereto and incorporated herein, are specifically incorporated into and made a part of the Contract.

1.2. The Scope of Services for the Project is hereby amended to add Task 16 (FEMA Arbitration Support and Coordination), as described in Exhibit A to this Amendment.

1.3. The County shall pay Consultant for Task 16 services in an amount not to exceed Eighteen Thousand Two Hundred Sixty Dollars and No Cents (\$18,260.00).

1.4. The addition of Task 16 increases the total not-to-exceed contract amount to Three Hundred Forty-Two Thousand Fifty Dollars and No Cents (\$342,050.00).

1.5. Payment for services rendered on Task 16 shall be made monthly based on the number of hours spent and the hourly rates specified in Exhibit A. Billings shall be detailed as to the nature of the tasks performed, the associate performing the task,

**AMENDMENT #2 TO
CONTRACT NO. 20250383
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
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for
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the number of hours spent on each task, and the applicable hourly rate(s).

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 not in conflict with this Amendment #2 shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates written below.

WITNESS:

KCI TECHNOLOGIES, INC.

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

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

ATTEST:

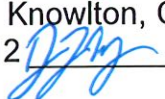
Roger D. Eaton, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Joseph M. Tiseo, Chairman

Date: _____

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:  _____
Janette S. Knowlton, County Attorney
LR25-0912  _____

Exhibits:

Exhibit A – Scope of Services and Fee



ISO 9001:2015 CERTIFIED

EXHIBIT A

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

11043 Crystal Springs Road, Unit 8 • Jacksonville, FL 32221 • Phone 904-379-9151

August 29, 2025

Ms. Kelly Slaughter
Project Manager
Charlotte County Public Works
410 Taylor Street, Unit 104
Punta Gorda, FL 33950

RE: CONTRACT NO. 202300154 Rotonda MSBU Bridge #014113– Change Order No. 2: FEMA Coordination

Dear Ms. Slaughter,

Per your request, this Change Order No. 2 has been prepared to provide additional engineering services on the referenced project. The intent of this additional work is for KCI Technologies, Inc (KCI) to support the County's efforts in the FEMA arbitration and additional FEMA coordination to follow.

Below is a summary of the anticipated services and fee for KCI.

- Prepare for arbitration with County's outside counsel
- Attend virtual arbitration and serve as expert
- Provide revised cost estimates for replacement request
- Additional assistance with FEMA coordination as to be determined

The total fee for Change Order No. 2 is **\$ 18,260.00**

Original Fee	CO #1	CO #2	Proposed New Contract Total
\$293,790.00	\$30,000.00	\$18,260.00	\$342,050.00

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,
KCI Technologies, Inc.

Andrew J Schwarz

Digitally signed by Andrew J Schwarz
DN: cn=Andrew J Schwarz,
o=KCI Technologies Inc, c=US
Date: 2025.08.29 16:50:17-0400

Andrew J. Schwarz, P.E.
Project Manager

Employee-Owned Since 1988



KCI
Proposal Back-up Form

ROTONDA MSBU BRIDGE 014113

Proposal Name

Task 16 CO #2 FEMA Coordination

Phase

Schematic
Preliminary
Design
Construction

Prepared by: **AJS**

Date: **7/29/2025**

Checked by: **BKS**

Date: **7/29/2025**

Task Description or Drawing Title	Practice Leader \$295.00	Sr. Proj. Mgr. \$225.00	Sr. Engineer \$175.00	Sr. Project Engineer \$155.00	Project Engineer \$140.00	EIT \$130.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
16.1 Arbitration and Preparation	4	24				4	\$ 7,140			\$ 7,140
16.2 Additional Coordination	8	24				24	\$ 11,120			\$ 11,120
SHEET TOTALS	12.0	48.0	0.0	0.0	0.0	28.0	\$ 18,260	\$ -	\$ -	\$ 18,260