

**AMENDMENT #2 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 #2** 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**, on or about July 28, 2025, the Parties entered into Amendment 1 to Contract No. 2024000597, to accurately reflect the awarded contract amount for the Project; and

**WHEREAS**, the County desires to amend the Contract to incorporate the revised and expanded Scope of Services set forth in **Exhibit A** to this Amendment #2, which includes increased design, permitting, CMAR coordination, and coordination, geotechnical evaluations, and construction-phase services necessary for the expansion of the Burnt Store Water Reclamation Facility;

**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 Scope of Services contained in Exhibit A to the Contract is hereby revised to include **the expanded Scope of Services attached hereto as Exhibit A to this Amendment #2**, which includes additional design, permitting, CMAR coordination, and construction-phase services associated with increasing the Burnt Store Water Reclamation Facility capacity from 0.5 MGD to a minimum of 1.25 MGD AADF, with provisions for future expansion.

1.2. The Scope of Services for the Project is hereby amended as described in **Exhibit A**, to include preconstruction CM at Risk services associated with the Port Charlotte Beach Pool.

1.3. The Consultant shall provide the additional services as described in **Exhibit A**, and the County shall pay an amount not to exceed Six Million, Five Hundred Ninety-Four Thousand, Nine Hundred and Sixty-Eight Dollars and no cents (\$6,594,968.00).

1.4. The additional services shall be provided concurrently with other Project services, within the timeframe as previously established.

**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 and Amendment #1.

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

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

**KIMLEY-HORN AND ASSOCIATES, INC.**

WITNESSES:

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: \_\_\_\_\_

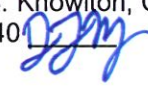
By: \_\_\_\_\_

Deputy Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By:  \_\_\_\_\_

Janette S. Knowlton, County Attorney

LR25-1140 

Exhibits:

Exhibit A – Scope of Services

# EXHIBIT A

## SCOPE OF SERVICES FOR CHARLOTTE COUNTY BURNT STORE WATER RECLAMATION FACILITY (WRF) MAJOR DESIGN PERMIT MODIFICATION AMENDMENT 2

### Project Description

This scope of services consists of professional engineering services for the alternatives evaluation, design, permitting, and construction phase services to increase the capacity of the Burnt Store Water Reclamation Facility, located at 17430 Burnt Store Road in Punta Gorda, from 0.5 million gallons per day (MGD) to a minimum of 1.0 MGD. In recent years, the Burnt Store service area has seen increased growth triggering the need for upgrades and improvements to the utility system to maintain levels of service to the County's customers. The County recently completed the design to expand the Burnt Store WRF to 2.5 MGD but that effort was determined to be cost prohibitive and deferred to a later date. As such, the improvements achieved from this Project are considered interim and Kimley-Horn and Associates, Inc., (Consultant) will offer design alternatives that will achieve the minimum 1.0 MGD capacity.

The current WRF is a domestic wastewater treatment facility that includes two DAVCO steel ring type tanks (containing the biological treatment process, clarifiers, and biosolids storage), a flow equalization tank, disk filters, chlorine contact chambers, percolation ponds, and wet weather storage ponds. The treated effluent can be reused for public access irrigation, sent to restricted access rapid infiltration basins, and/or sent to a deep injection well for disposal. The County intends to engage a Construction Manager at Risk (CMAR) company to work collaboratively with the County and Kimley-Horn to construct the Project. Under this Scope of Services, our efforts will include interaction with the CMAR throughout the design, and review of the Guaranteed Maximum Price (GMP) developed by the CMAR during the preconstruction services.

Based on the Charlotte County Commissioners Board Meeting October 14, 2025 this scope of services has been revised to include additional efforts associated with the design permitting, Construction Manager at Risk (CMAR) coordination, and construction administration services for a new 1.25 million gallons per day (MGD) annual average daily flow (AADF) treatment facility at the existing Burnt Store WRF site. The new treatment facility will be capable of ultimately providing advanced treatment to achieve effluent consistently meeting 5 mg/L BOD (biological oxygen demand), 5 mg/L TSS (total suspended solids), 3 mg/L TN (total nitrogen), and 1 mg/L TP (total phosphorous). The new treatment facility will include provisions for expansion to 2.5 MGD as the next phase and 7.5 MGD at full buildout. The initial 1.25 MGD biological treatment process will incorporate a treatment process capable of producing an effluent that meets advanced treatment standards but permitted to the current FDEP operating permit limits. The design will incorporate a treatment process as may be required to reduce effluent total phosphorous (TP) concentrations to less than 1 mg/L. The scope of design shall consist of the following tasks and processes:

- A. Task 1 Project Management – Scope includes overall project management, project coordination, internal and external meetings, and Board presentations; The scope for Amendment 2 was increased from the approved Agreement to add 3 months of project duration and 4 additional Board presentations.
  - 1. Consultant will include four (4) additional BOCC meetings, two (2) for presentations on the guaranteed maximum price (GMP) prepared by the CMAR and two(2) meetings for design updates.
  - 2. The Consultant will conduct bi-weekly progress meetings (average 2 hours per meeting) for thirty-four (34) months (68 meetings total).

3. The Consultant will conduct internal weekly one (1) hour coordination meetings for thirty-four (34) months (total 136 meetings).
- B. Task 2 Facility Evaluation – No changes in scope or fee from the approved Agreement.
- C. Task 2 A - The approved Agreement scope includes existing site evaluation, data review, flows and loadings calculations, temporary capacity expansion alternatives analysis. The Amendment 2 scope adds a new treatment plant site location evaluation, extensive geotechnical evaluation and remediation alternatives analysis, biological treatment alternatives evaluation and workshop with staff to determine the preferred specific treatment process (i.e. plug flow reactor or oxidation ditch reactor; hollow fiber membrane or flat plate membrane), coordinating vendor presentations and site visits to identify preferred mechanical treatment processes and equipment, preparation of a preliminary engineering report for the FDEP permit application, and preparation of a basis of design report to document the design criteria, assumptions, and rationale for decisions made during the design process.
1. Consultant will prepare an alternatives evaluation technical memorandum that will define alternative treatment systems and process equipment options with budgetary pricing and operation/maintenance costs for selection by the Charlotte County staff. The Consultant will work with Charlotte County staff during the technical memorandum development and summarize the selected alternatives in the final memorandum. The technical memorandum will be formatted to meet the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) planning document requirements.
  2. Consultant will coordinate and attend up to four (4) on-site vendor presentations to evaluate equipment options with County staff and CMAR.
  3. Consultant will coordinate and attend up to three (3) days of site visits to various wastewater treatment facilities to observe/evaluate treatment equipment with County staff and CMAR for potential use at the new WRF.
  4. Consultant will update and prepare a preliminary engineering report (PER) for the facility which will be used to assist permitting the new WRF. The PER will include the basic design assumptions, process calculations, conceptual site plan, electrical requirements, descriptions and sizes of the major equipment components, and general equipment configuration. A PER review workshop will be held to review the PER and comments from Charlotte County staff. The comments provided by Charlotte County will be incorporated into the final PER for use as needed in permitting support or as needed for the design development phases.
  5. Consultant will prepare process design calculations. The process design calculations will establish the treatment plant process tankage and equipment sizing.
  6. Consultant will prepare a preliminary new WRF site plan based on the approved conceptual site plan PER. The Consultant will review the site plan with Charlotte County and CMAR. The Consultant will prepare mass grading plans, identify additional geotechnical information needed for building foundations, and locate stormwater ponds based on the preliminary site review comments.
- D. Task 3 Permitting Services – Amendment 2 scope changes include additional effort required for the Environmental Resource Permit (ERP) modification. The original scope anticipated minimal changes to the existing permit. With the increased footprint of the selected design, FDEP has indicated that an entirely new ERP will need to be developed. The Development Review Committee (DRC) package will require additional work including responses to Requests for



Additional Information (RAI) from the County as the Project area has increased significantly from the initial scope.

E. Tasks 4, 5, and 6 Design Phase (60%, 90%, and Final) – The following identifies Amendment 2 scope changes from the approved Agreement scope for specific treatment plant processes and components:

1. Headworks – No changes in scope or fee from the approved Agreement.
2. Flow Equalization Tank – No changes in scope or fee from the approved Agreement.
3. Flow Splitting Structure – No changes in scope or fee from the approved Agreement.
4. Biological Treatment – The approved Agreement scope was to rely on vendor designed packaged biological treatment process and equipment. The scope for Amendment 2 is to design biological treatment processes and equipment that is more complex and custom designed. The design also incorporates provisions for expansion from 1.25 MGD to 2.5 MGD, 5.0 MGD, and 7.5 MGD at buildout. Significant structural, electrical, chemical, and site design elements needed to support the future expansions is also additional scope that was not included in the approved Agreement. The Amendment 2 scope will include design of advanced biological treatment process incorporating a treatment system capable of meeting AWT standards with automated controls and extensive supervisory control and data acquisition (SCADA) systems.
5. Membrane Filtration – The approved Agreement scope was for a vendor designed packaged membrane filtration system. The Amendment 2 scope is for a custom designed membrane filtration system that includes provisions for expansion from 1.25 MGD to 2.5 MGD, 5.0 MGD, and 7.5 MGD at buildout. The Amendment 2 scope includes custom membrane permeate, chemical clean, and clean in place system, design with expansion provisions that were not included in the approved Agreement scope. Additionally, the Amendment 2 scope will be for either hollow-fiber or flat plate membranes and return and waste activated sludge (RAS and WAS) pumping systems with expansion provisions incorporated in the design.
6. High Level Disinfection – The approved Agreement scope was to add another train to the existing chlorine contact basin. No additional pumping or chemical storage was included in the scope (not needed). The Amendment 2 scope is to construct a new chlorine contact tank with 2.5 MGD of capacity and provisions for expansion to 5.0 MGD and 7.5 MGD at buildout. Amendment 2 also includes design a new sodium hypochlorite delivery system, storage tank, electrical, and SCADA system in a new disinfection system building designed to support a 2.5 MGD treatment facility with provisions for future expansion to 5.0 MGD and 7.5 MGD at buildout. Provisions for UV protection to reduce chlorine demand are also included in the Amendment 2 scope.
7. Plant Drain Lift Station – The approved Agreement did not include any modifications to the existing plant drain lift station. The Amendment 2 scope includes design of a new 2.5 MGD plant drain lift station at the new treatment plant location with provisions for plant capacity expansion to 5.0 MGD and 7.5 MGD at buildout. Additionally, the Amendment 2 scope includes modifications to the existing plant drain lift station to support conversion of the existing biological process tanks to sludge holding and additional yard piping to discharge the existing plant drain lift station to the new treatment facility.
8. Reject Storage Tank – The Amendment 2 scope includes design of a new 2.5 million gallon (MG) reject water storage tank, transfer pumping system, and associated electrical and SCADA

systems (with expansion provisions to 5.0 MGD and 7.5 MGD at buildout) that were not included in the approved Agreement.

9. Sludge Holding – The approved Agreement scope included construction of a new 0.25 MGD sludge holding tank and blower/mixing system. The Amendment 2 scope is to convert the existing DAVCO treatment plants into sludge holding with associated pumping and electrical modifications. The difference between the approved Agreement and Amendment 2 scope and fee for the sludge holding component is negligible and has no impact to the Amendment 2 fee.
  10. Chemical Storage Building – The approved Agreement scope did not include any chemical storage improvements. The Amendment 2 scope includes design of a new chemical storage building to house a 2.5 MGD capacity chemical storage and delivery system for supplemental carbon, alum, and citric acid to support the biological treatment and membrane systems.
  11. Electrical and Blower Building – The approved Agreement scope included design of an electrical building and power feed system to support an additional 0.5 MGD packaged treatment plant and associated equipment. The Amendment 2 scope is to design a new electrical and blower building to support a 1.25 MGD treatment facility with provisions to expand to 2.5 MGD. The electrical system and building will include expansion to the site power feed and provisions to expand to 5.0 MGD and 7.5 MGD at buildout.
  12. Emergency Generator – The approved Agreement scope included additional emergency generator capacity needed to support the 1.0 MGD packaged plant expansion. The Amendment 2 scope is to design an emergency generator, electrical feed, fuel storage, and site improvements needed for a 2.5 MGD treatment facility with provisions to expand to support a 5.0 MGD and 7.5 MGD facility at buildout.
  13. Site Civil Design – The approved Agreement scope was to make minor site improvements including roadway, site grading, site piping, and stormwater for the 1.0 MGD packaged treatment plant facility. The Amendment 2 scope is to provide all site civil, grading, site piping, roadway, land scaping, sidewalks, and re-design of the existing site include grading, drainage, pavement, stormwater treatment/storage, site lighting, yard piping, demolition of unused structures/components.
- F. Task 7 CMAR Support Services – The Amendment 2 scope includes additional coordination with CMAR for the added infrastructure. Increase in the amount of equipment and infrastructure requires more GMP submittal reviews during design; more 30%, 60%, and 90% cost estimate reviews; and increase in time and effort required to review GMP bid package and award recommendations.
- G. Task 8 Field Services – Due to the significant increase in the Project area, additional survey, SUE and Geotechnical services are required. The Amendment 2 scope includes increases for all three particularly for the Geotechnical services. The location for the new biological treatment process and the chlorine contact chamber will need to be evaluated to determine if it is suitable from a geotechnical perspective.
- H. Task 9 Services During Construction (Office) – Because the selected design contains more infrastructure and equipment the Amendment 2 scope adds time for review of additional As-builts; permit closeouts; project observation and site visits; CMAR coordination; and equipment start up and testing assistance.

## ANTICIPATED SCHEDULE

This schedule is based on several Tasks being performed concurrently and assumes a two (2) week review by the County for each submittal. The start date will be the date of the authorization of the Agreement by the County. This Agreement will remain in effect through the completion and acceptance of the project by the County. An MS Project Schedule will be submitted to the County within ten (10) days of the Project kickoff meeting.

DESCRIPTION	SCHEDULE	REVISED SCHEDULE
Notice to Proceed	TBD	10/14/2025
Facility Evaluation and Alternatives Analyses	12 weeks after NTP	24 weeks after NTP
Submit FDEP Permit Application	24 weeks after NTP	36 weeks after NTP
60% Design Submittal	22 weeks after NTP	52 weeks after NTP
90% Design Submittal	26 weeks after NTP	66 weeks after NTP
Final Submittal for Construction	30 weeks after NTP	72 weeks after NTP

**FEE SCHEDULE**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>	<b>ADDITIONAL FEE</b>	<b>TOTAL FEE</b>
<b>1</b>	PROJECT MANAGEMENT (LS)	\$57,003	\$42,514	\$99,517
<b>2</b>	FACILITY EVALUATION (LS)	\$152,558	\$0	\$152,558
<b>2A</b>	FACILITY EVALUATION (LS)	\$0	\$146,766	\$146,766
<b>3</b>	PERMITTING SERVICES (LS)	\$145,409	\$33,852	\$179,261
<b>4</b>	60% DESIGN PHASE (LS)	\$257,812	\$1,089,275	\$1,347,087
<b>5</b>	90% DESIGN PHASE (LS)	\$158,654	\$618,365	\$777,019
<b>6</b>	FINAL DESIGN PHASE (LS)	\$79,327	\$322,887	\$402,214
<b>7</b>	CMAR SUPPORT SERVICES (T & M, NTE)	\$96,258	\$26,575	\$122,833
<b>8</b>	FIELD SERVICES (T & M, NTE)	\$159,664	\$300,360	\$460,024
<b>9</b>	SERVICES DURING CONSTRUCTION (OFFICE) (T & M, NTE)	\$375,407	\$274,593	\$650,000
<b>10</b>	NEW STAND-ALONE HEADWORKS (LS)	\$1,044,000		\$1,044,000
<b>11</b>	NEW FLOW EQUALIZATION TANK (LS)	\$450,577		\$450,577
<b>12</b>	NEW FLOW SPLITTING STRUCTURE (LS)	\$225,693		\$225,693
<b>13</b>	TEMPORARY SUPPLEMENTAL TREATMENT PLANT PLAN (LS)	\$37,419		\$37,419
<b>14</b>	TEMPORARY SUPPLEMENTAL TREATMENT PLANT (LS)	\$250,000		\$250,000
<b>15</b>	SUPPLEMENTAL SERVICES (HOURLY, NTE)	\$250,000		\$250,000
	<b>TOTAL NTE PROJECT FEE</b>	<b>\$3,739,781.00</b>	<b>\$2,855,187</b>	<b>\$6,594,968</b>



**RATE SCHEDULE FOR SUPPLEMENTAL SERVICES**

CLASSIFICATION/JOB TITLE	FEE RATE (\$/HR)
Senior Professional II	\$360 - \$400
Senior Professional I	\$265 - \$370
Project Engineer II	\$220 - \$285
Project Engineer I	\$175 - \$270
Inspector	\$170 - \$245
Analyst I	\$160 - \$220
Support Staff	\$130 - \$155