

**AMENDMENT #1 TO
CONTRACT NO. 2023000154
BETWEEN CHARLOTTE COUNTY
AND
KCI TECHNOLOGIES, INC.
FOR
REPAIR OR REPLACE ROTONDA MSBU BRIDGE 014113**

THIS AMENDMENT #1 to Contract No. 2023000154 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 KCI TECHNOLOGIES, INC., 4041 Crescent Park Drive, Tampa, Florida 33578 (hereinafter the "Consultant").

WHEREAS, on or about June 12, 2023, the parties entered into Contract No. 2023000154 (the "Contract"), to provide professional services to determine the most cost-effective solution to restore/rehabilitate/replace a 3-span prestressed concrete slab bridge severely impacted by Hurricane Ian (the "Project"); and

WHEREAS, the County desires to add additional Project Services; and

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

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, and **Exhibit A**, Scope of Services, attached hereto, 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 15, as described in **Exhibit A**, and this Amendment.

1.3. The County shall pay Consultant for these services an amount not to exceed Thirty Thousand Dollars and no cents (\$30,000.00), as described in **Exhibit A**, attached.

1.4. Payment for services rendered on Task 15 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, the number of hours spent on each task and the hourly rate(s) applicable.

1.5. The addition of Task 15 services will not affect the timeline for performance of the Contract.

ARTICLE II
MISCELLANEOUS

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

2.2. Any terms used in this Amendment 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 shall remain in full force and effect.

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

WITNESS:

Signed By: Bonko

Print Name: Bon Soukanneth

Date: 5/1/2024

KCI TECHNOLOGIES, INC.

Signed By: James C. Lopez

Print Name: JAMES C. Lopez

Title: Vice President

Date: 5/1/24

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

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

Date: April 23, 2024

ATTEST:

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

By: Kimberly Webb
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR24-0320

Exhibits:

Exhibit A – Scope of Services/Hourly Rates



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

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

EXHIBIT A

March 6, 2024

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. 1: FEMA Coordination

Dear Ms. Slaughter,

Per your request, this Change Order No. 1 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 responding to FEMA questions/review comments.

KCI will perform the services listed below as directed by the County until either the County directs KCI that the need for services on this Change Order has ended or until the maximum fee is reached.

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

- Attend meetings with FEMA or meetings with the County and/or others related to FEMA involvement in this project.
- Provide responses to project related FEMA questions or requests for information.
- Provide supplemental information to the Feasibility Report that was previously prepared under this contract.
- Research construction means and methods related to the project.

The total fee for Change Order No. 1 is **\$ 30,000.00 (THIRTY THOUSAND DOLLARS)**.

Firm	Maximum Fee	Fee Type
KCI Technologies, Inc.	\$30,000.00	Billing Rate

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

Sincerely,
KCI Technologies, Inc.

**Gregory C
Grant**

Digitally signed by
Gregory C Grant
Date: 2024.03.07
08:19:15 -05'00'

Gregory Grant, P.E.
Bridge Practice Leader

Employee-Owned Since 1988



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

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

March 29, 2024

Alisa L. True, CPPB, Senior Contract Specialist
Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948-1094

RE: TASK 15 FEMA Coordination for Bridge No 014113 Repairs – Billing Rate Schedule

Dear Ms. True,

Per your request today, our current billing rate schedule for Task 15 FEMA Coordination for Bridge No 014113 Repairs is listed below.

Associate Title	Billing Rate
Bridge Practice Leader	\$ 325.00
Practice Leader	\$ 270.00
Sr. Project Manager	\$ 200.00
Sr. Engineer	\$ 155.00
Sr. Project Engineer	\$ 140.00
Project Engineer	\$ 125.00
EIT	\$ 100.00

Best regards,

**Gregory C
Grant**

Digitally signed by Gregory C
Grant
Date: 2024.03.29 13:53:04 -04'00'

Greg Grant, PE
Bridge Practice Leader

CC: Jeff Litherland, PE, Projects Engineer - Charlotte County Public Works Engineering Division