

**DESOTO COUNTY
AMENDMENT THREE TO THE AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA
AND KIMLEY-HORN AND ASSOCIATES, INC.
23-06-00RFQ**

THIS THIRD AMENDMENT TO THE AGREEMENT is made this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266, and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 1777 Main Street, Suite 200, Sarasota, Florida, 34236, amending the agreement between the parties dated June 5, 2023, as amended (the "Agreement").

WHEREAS, an agreement was entered into on the 5th day of June 2023, between COUNTY and CONSULTANT for the design and permitting of the County's Regional Wastewater Treatment Plant; and

WHEREAS, the aforementioned Agreement was first amended on July 10, 2024, to add surveying services; and

WHEREAS, the Agreement was thereafter amended for a Second Amendment dated February 24, 2026, for revised stormwater drainage management system design and permitting services; and

WHEREAS, the COUNTY and CONSULTANT desire to further amend the Agreement to authorize CONSULTANT to provide limited post-design services in order to maintain its status as Engineer of Record for the Project, as more particularly set forth in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Agreement as follows:

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and;

SECTION 2. ADDITIONAL SCOPE. The Consultant hereby agrees to provide Limited Post Design Services for the County as more particularly set forth in Exhibit "A", subject to the terms and conditions of the original Agreement which is incorporated herein by reference.

SECTION 3. Except as specifically provided for herein, all other provisions of the Agreement, dated June 5, 2023, as amended, shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the Contract as of the _____ of _____ 2026.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: _____

WITNESSES:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit “A”

CONSULTANT Proposal for Amendment No. 3 – Limited Post-Design Construction Phase Services (Attached Hereto and Incorporated Herein)

**AMENDMENT TO THE CONTRACT FOR DESOTO COUNTY REGIONAL WASTEWATER
TREATMENT PLANT EXPANSION DESIGN AND PERMITTING,
23-06-00RFQ, DATED JUNE 5th, 2023 (“THE AGREEMENT”)
BETWEEN DESOTO COUNTY (“COUNTY”)
AND KIMLEY-HORN AND ASSOCIATES, INC. (“CONSULTANT”)**

AMENDMENT 3 – LIMITED POST-DESIGN CONSTRUCTION PHASE SERVICES

PROJECT UNDERSTANDING

The DeSoto County Regional (DCR) Wastewater Treatment Plant (WWTP) is an extended aeration facility, located on a 160-acre County owned parcel on SE Highway 31, with a current rated capacity of 0.950 million-gallons per day (MGD). DeSoto County (“COUNTY”) is proceeding with a two-phased expansion to increase the DCR WWTP capacity to 1.40 MGD (Phase 1) and 2.0 MGD (Phase 2) in separate phases.

The COUNTY has retained Kimley-Horn and Associates, Inc. (“CONSULTANT”) to provide limited construction phase services for Phase 1 as the Engineer of Record during construction. CONSULTANT will not supervise, direct, or control Contractor’s work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor’s work, or for failure of Contractor to comply with laws. CONSULTANT does not guarantee Contractor’s performance and has no responsibility for Contractor’s failure to perform in accordance with the Contract Documents. The COUNTY has retained Weiler Engineering Corporation, LLC. (WEC) to provide the balance of construction phase services, including field inspection services, as detailed in 26-01-00RFQ necessary to deliver the Phase 1 expansion.

SCOPE OF SERVICES

CONSULTANT will provide the construction phase services specifically set forth below.

TASK 6: SERVICES DURING CONSTRUCTION

A. Meeting & Site Visits:

- i. CONSULTANT will attend the in-person pre-construction meeting, facilitated by WEC, with the COUNTY and COUNTY’s Contractor. CONSULTANT will review the meeting summary provided by WEC and provide comments as needed.
- ii. It is understood WEC will coordinate with Contractor to determine the schedule for construction events that require inspection and when tests that require the presence of COUNTY staff for inspections or witnessing are scheduled. CONSULTANT will provide incremental feedback on the inspection and testing schedule for coordination of CONSULTANT’s attendance during testing as the Engineer of Record.
- iii. CONSULTANT will make bi-monthly site visits (up to twelve (12)) to observe the progress of the work, acting as the Engineer of Record. Observations will not be exhaustive or

extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation for conformance with the design intent of the Contract Documents. These site visits do not take the place of the regular construction observations WEC is contracted to perform.

- iv. CONSULTANT will attend monthly, virtual progress meetings, facilitated by WEC, with COUNTY and Contractor to review construction progress and provide Contractor clarifications specifically related to the design intent and functionality of the plant. CONSULTANT will review meeting summaries and provide comments as needed for up to twenty-four (24) progress meetings.
- v. CONSULTANT will review weekly field observation reports prepared by WEC for general conformance with permit conditions and technical standards described in the Contract Documents.

B. Support for Contractor Submittals:

- i. It is understood WEC will review all shop drawings, material samples, results of tests and inspections, operation and maintenance manuals, equipment warranties, and other miscellaneous plans and construction-related data. CONSULTANT will conduct a secondary review of the following shop drawing submittals for compliance, and alignment with the project specifications:
 - i. Rotary drum screen(s)
 - ii. Blowers
 - iii. Package Wastewater Treatment Plant
 - iv. Effluent Pump Station Vertical Turbine Pumps

CONSULTANT's review will be for general conformity to the Contract Documents and will not relieve Contractor of any of their contractual responsibilities. CONSULTANT's review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

CONSULTANT will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor for the submittals listed in this subtask in accordance with the Contract Documents.

- ii. CONSULTANT will provide technical clarification and interpretation of the construction drawings and technical specifications in response to Contractor-initiated Requests for Information (RFIs) as needed when clarifications impact the design intent and functionality of the project. CONSULTANT will provide written responses for up to ten (10) reasonable and appropriate Contractor RFIs.
- iii. CONSULTANT will review and provide recommendations for up to five (5) Change Orders (COs) when COs may affect the design intent and functionality of the Phase 1 improvements.

C. Start-up & Project Close-out

- i. CONSULTANT will assist COUNTY, WEC, and the Contractor during systems startup and commissioning to confirm mechanical process improvements and electrical, instrumentation and controls (EI&C) functionality in accordance with the design. It is understood WEC will conduct a preliminary review of the Contractor's proposed method and schedule for startup of the equipment and facilities, and review results of test data for conformance with design standards.
- ii. CONSULTANT will witness Contractor-lead system checkouts and startup testing and assist with troubleshooting. CONSULTANT will conduct up to five (5) site visits with COUNTY, the Contractor, and their representatives, in addition to those described in Task 6.A.iii, for systems startup.
- iii. CONSULTANT will attend a substantial completion site visit walkthrough with the COUNTY, WEC, and the Contractor. It is understood WEC will prepare a substantial completion punchlist; CONSULTANT will review the draft substantial completion punchlist and make recommendations as needed. CONSULTANT will attend the Final Acceptance inspection to verify that punchlist items related to permit conditions and functionality of the Phase 1 improvements have been satisfactorily completed.
- iv. It is understood WEC will prepare the forms and compile the supporting documentation for final acceptance by the COUNTY and to request final certification for permits. The documents will be submitted to CONSULTANT and the COUNTY for review and to secure signatures; WEC will submit the final applications to regulatory agencies.
- v. CONSULTANT will review redline markups of the construction drawings maintained by WEC and the Contractor. CONSULTANT will prepare final record drawings and incorporate Contractor's redlined as-built data into the Construction Drawings. Record drawings are not guaranteed to be as-built but will be based on information made available to CONSULTANT.
 - i. CONSULTANT will submit a draft of the final record drawings to COUNTY and WEC prior to project close-out for review and comment. Draft final record drawings will consist of an electronic copy of the plans in PDF.
 - ii. CONSULTANT will incorporate comments from WEC and the COUNTY into final record drawings. CONSULTANT will submit final record drawings to COUNTY consisting of: one (1) full size (22" x 34") hard copy, one (1) half size (11" x 17") hard copy, and one (1) electronic copy on a thumb drive in PDF.

COUNTY RESPONSIBILITIES

COUNTY will be responsible for the following:

- A. Providing requested information, if available.
- B. Assigning a Project Manager, who will serve as the primary point of contact for the CONSULTANT during the project.
- C. Provide site access for construction phase services.

FEES & EXPENSES

Kimley-Horn will perform the services in Tasks 6 for the total lump sum fee of \$199,910.00. All permitting, application, and similar project fees will be paid directly by the COUNTY.

TASK	DESCRIPTION	FEE
6	SERVICES DURING CONSTRUCTION (OFFICE)	\$199,910.00
TOTAL LUMP SUM FEE		\$199,910.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the mutually agreed-upon schedule for a 24-month project duration for construction phase services.

ADDITIONAL SERVICES

Services requested that are not specifically included can be provided under a contract amendment, a new and separate IPO agreement, or on an hourly basis upon written authorization.