

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 14, 2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: September 14, 2015
- b. Owner: Warren County
- c. Engineer: Rivers & Associates, Inc.
- d. Project: Airport Road Water Main Replacement

2. *Description of Modifications:*

- a. Delete Paragraph C.2.01.A.3 in its entirety and replace with the following:
 - 3. The total compensation for services under Paragraph **C2.01** is estimated to be \$ 55,949.10 based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$ 7,465.50
 - b. Preliminary **and Final** Design Phase \$ 23,666.83
 - c. Final Design Phase \$ N/A
 - d. Bidding or Negotiating Phase \$ 6,875.32
 - e. Construction Phase \$ 17,941.45
 - f. Post-Construction Phase \$ N/A
- b. Delete Paragraph C.2.04.A.1 in its entirety and replace with the following:
 - 1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's

employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be \$ 5,561.96 based upon Contract Times as set forth herein.

- c. Delete "Summary of Engineering Fees" in Appendix 3 to EXHIBIT C in its entirety and replace with the following:

C2.01.1 Compensation for Basic Services (other than Resident Project Representative) -Lump Sum Method of Payment (Not Applicable)

A.1.a. Study and Report Phase \$ N/A

A.1.b. Preliminary Design Phase \$ N/A

A.1.c. Final Design Phase \$ N/A

C2.01.2 Compensation for Basic Services (other than Resident Project Representative) -Standard Hourly Rates Method of Payment

A.3.a. Study and Report Phase \$ 7,465.50

A.3.b. Preliminary **and Final** Design Phase \$ 23,666.83

A.3.c. Final Design Phase \$ N/A

A.3.d. Bidding or Negotiating Phase \$ 6,875.32

A.3.e. Construction Phase \$ 17,941.45

A.3.f. Post-Construction Phase \$ N/A

C2.04 Compensation for Resident Project Representative Basic Services - Standard Hourly Rates Method of Payment

A.1. Resident Project Representative Services \$ 5,561.96

C2.05 Compensation for Additional Services - Standard Hourly Rates Method of Payment

A.1. General \$ 0.00

C2.01.1 through C2.05 TOTAL \$ 61,511.06

3. Agreement Summary (Reference only)

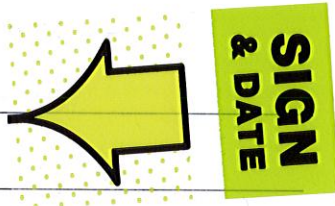
a. Original Agreement amount:	\$	<u>69,500.00</u>
b. Net change for prior amendments:	\$	<u>0.00</u>
c. This amendment amount:	\$	<u>(7,988.94)</u>
d. Adjusted Agreement amount:	\$	<u>61,511.06</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 6, 2017.

OWNER:

Warren County



By: _____

Title: Chairman, Board of Commissioners

Date Signed: _____

ENGINEER:

Rivers & Associates, Inc.

By: *August J. Chuchin*

Title: President

Date Signed: 3-14-17

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

By (Signature): _____

Finance Officer



Typed Name: _____

Date: _____