

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: JANUARY 16, 2018
- b. Owner: BRUNSWICK COUNTY
- c. Engineer: CDM SMITH, INC.
- d. Project: NORTHWEST WATER TREATMENT EVALUATION

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

1) Prepare SRF Applications

ENGINEER will prepare two applications on behalf of OWNER for submission to the North Carolina Department of Environmental Quality Division of Water Infrastructure State Revolving Fund (SRF) program for the planned Northwest Water Treatment Plant 36-MGD Expansion and Improvements Project. One application is to be submitted to the Drinking Water SRF program for the Water Treatment Plan expansion and treatment improvements portion of the project. A second application is to be submitted to the Clean Water SRF program for the anticipated wastewater discharge pipeline associated with the reverse osmosis treatment facility. The purpose of submitting two applications for the one project is to maximize the potential for funding from the SRF program.

ENGINEER will facilitate one meeting with the Division of Water Infrastructure (DWI) to review the applications and solicit input from the staff reviewers prior to the formal submission.

The applications will be prepared and ready to be submitted to DWI on or before April 30, 2018. The applications require information and documents to be authorized and/or signed by representatives of OWNER. All forms and resolutions must be signed and returned to the ENGINEER by April 27, 2018.

It is anticipated that DWI will inform the OWNER of intent to fund in late Summer 2018 with a Letter of Intent to Fund (LIF). Upon notification of OWNER's receipt of LIF, preparation of SRF Reports will be completed under a separate Amendment.

b. The responsibilities of Owner are modified as follows:

Provide all forms and resolutions, signed and returned to the ENGINEER by April 27, 2018.

c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:

Lump Sum amount of \$12,600.00.

- 1) The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- 2) The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

d. The schedule for rendering services is modified as follows:

The date for project completion shall be 45 days from the Effective Date of the amendment.

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	\$599,600
b. Net change for prior amendments:	\$0
c. This amendment amount:	\$12,600
d. Adjusted Agreement amount:	\$612,200

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

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 30 2018.

OWNER:

Brunswick County

By: Q. B. Hay

Title: County Manager

ENGINEER:

CDM Smith

By: J. D. Linsley

Title: ASSOCIATE

Date
Signed: 3/23/18

Date Signed: 3/30/2018

Clerk to the Board

N/A

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

Julie G. Mich
Finance Director – Brunswick County

Approved as to Form.

[Signature]
Asst. County Attorney