

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 1, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: September 1, 2013
- b. Owner: The County of Yadkin
- c. Engineer: Davis-Martin-Powell & Associates, Inc.
- d. Project: Yadkin County Water System Improvements

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

1. Additional Services for Booster Pumping Station

During the planning phase of the project DMP worked with the County to identify a location for the proposed booster pumping station (BPS). The Forbush VFD property was identified as a potential site and the County agreed this was a suitable location and an agreement was made with the VFD. With all parties in agreement, DMP proceeded with design of the BPS. At the completion of design, DMP prepared permit applications which were submitted by the County to NCDOT for an encroachment permit and NCDENR for an Erosion and Sedimentation Control permit and both permits received approval. After design was complete and permits approved, the VFD altered their request and

ultimately backed out on the original agreement for the BPS to be located on the back corner of their property.

Since the the time that the VFD withdrew from the agreement for the County to utilize the VFD property DMP has assisted the County with identifying a suitable location for the BPS including additional hydraulic computer modeling to determine a suitable location. DMP has reviewed and provided preliminary evaluation, site plans and/or additional computer hydraulic modeling and environmental review, for over ten sites in an attempt to find a suitable location that would work both hydraulically as well as be feasibly acceptable by the local residents/property owners.

In addition to providing design/planning related assistance to finding a suitable site for the BPS, now that the County has agreed to purchase a piece of property from the Gough's for the location of the BPS , DMP will need to perform design services including amendments to the previously approved (NCDOT) and (NCDENR) permits.

The design services related to assisting the County with finding a suitable location for the BPS and completing design for the current location, including permit amendments, are considered additional services.

DMP is requesting an amendment to the original contract in the amount of \$11,850 for these additional services.

- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 463,250.00
b. Net change for prior amendments:	\$ 0
c. This amendment amount:	\$ 11,850.00
d. Adjusted Agreement amount:	\$ 475,100.00

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 12-8-2015.

OWNER:

County of Yadkin

By: 

Title: County Manager of the County of Yadkin

Date
Signed: 12-8-15

ENGINEER:

Davis-Martin-Powell & Associates, Inc.

By: 

Title: President of Davis-Martin-Powell & Associates

Date Signed: 12-8-2015

