AMENDMENT NO. 1 AGREEMENT FOR ENGINEERING SERVICES MEADOW PARK LAKE WATER AND SEWER SYSTEM IMPROVEMENTS CROSSVILLE, TENNESSEE

WITNESSETH, there exists an AGREEMENT entitled "Agreement for Engineering Services – Meadow Park Lake Water and Sewer Improvements" dated January 16, 2018, by and between the CITY OF CROSSVILLE, TENNESSEE as OWNER, and J. R. WAUFORD & COMPANY CONSULTING ENGINEERS, INC. as ENGINEER, and

WITNESSETH, that the OWNER wishes to amend the scope and compensation of the AGREEMENT to increase the size of the 10-inch water line to a 16-inch water line and to add services required to obtain financing through the State Revolving Fund (SRF) Program.

NOW, THEREFORE the OWNER and the ENGINEER agree as follows:

1. Modify Paragraph 1. <u>DESIGN</u>, subparagraph b. <u>Compensation</u> as follows to reflect additional engineering services related to deleting the 10-inch water line and replacing with a 16-inch water line.

"b. Compensation

The total for the work performed under Paragraph 1. <u>DESIGN</u> is **ONE HUNDRED FIVE** THOUSAND DOLLARS **(\$105,000)** as described hereinafter.

(1) Preliminary Layout and Field Engineering Survey

The OWNER agrees to pay the ENGINEER the Lump Sum amount of THIRTY FIVE THOUSAND DOLLARS (\$35,000) for the field engineering survey work performed under this paragraph upon presentation of monthly invoices by the ENGINEER.

(2) <u>Preparation of Plans and Specifications</u>

The OWNER agrees to pay the ENGINEER the Lump Sum amount of **SEVENTY** THOUSAND DOLLARS **(\$70,000)** for the preparation of plans and specifications performed under this paragraph upon presentation of monthly invoices by the ENGINEER."

2. Add Paragraph 1A. <u>PRELIMINARY ENGINEERING SERVICES</u> as follows:

"1A. PRELIMINARY ENGINEERING SERVICES

(a) Scope of Work

The ENGINEER will provide engineering services relative to satisfying the requirements of the Tennessee Department of Environment and Conservation (TDEC), SRF Loan Program to assist the OWNER in securing financing for the project discussed herein. These services shall include, but not be limited to the following:

- (1) Submission of required information for the SRF Loan Program to conduct the Interdisciplinary Environmental Review,
- (2) Preparation and submission of Facilities Plan, and
- (3) Assist the OWNER in other tasks required to secure approval of SRF funding.

The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Facilities Plan as may be required by the SRF Loan Program. The ENGINEER shall submit required copies of the Facilities Plan to the SRF Loan Program and up to 10 hard copies and one digital copy to the OWNER.

(b) <u>Compensation</u>

The OWNER agrees to pay the ENGINEER the Lump Sum of TWENTY THOUSAND DOLLARS (\$20,000) for work described in Paragraph 1A.(a) Scope of Work hereinbefore, payable monthly as the work progresses."

3. All other provisions of the AGREEMENT shall remain in full effect.

| IN WITNESS WHEREOF they hav day of, 2020. | re executed this AMENDMENT NO. 1, |
|---|-----------------------------------|
| ENGINEER: | OWNER: |
| J. R. WAUFORD & COMPANY CONSULTING ENGINEERS, INC. | CITY OF CROSSVILLE, TENNESSEE |
| BY: J. Gregory Davenport., P.E. President | BY: James Mayberry Mayor |
| ATTEST: | ATTEST: |
| Robert S. Qualman, P.E. | Valerie Hale |