

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 10, 2019**

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: 11/13/2020

Background Data

Effective Date of Owner-Engineer Agreement: **September 10, 2019**

Owner: **City of Marianna, Florida**

Engineer: **Mott MacDonald Florida, LLC**

Project: **502400209 Marianna WWTF Upgrades**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Mott MacDonald to provide the following additional services:

Construction Phase

Construction administration services shall include:

- 1. Check shop and manufacturers' drawings to ensure conformance with the design concept, specifications and drawings.**
- 2. Review laboratory, mill, and shop tests.**
- 3. Consult with and advise the Owner and it's Contractor during construction.**
- 4. Observe the work without in any way guaranteeing the Contractor's work and interpret the plans and specifications. The Engineer shall observe the work of the Contractor**

Exhibit K – Amendment to Owner-Engineer Agreement.
EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

during construction and shall advise the City of any work which is not in substantial compliance with the contract documents and act as Owner’s agent and timely stop any work which is not in compliance with the contract documents. The Engineer shall maintain daily reports on construction activities and shall make copies available to the Owner upon request. In addition, the Engineer shall supply the Owner with a weekly construction update summary.

5. Provide a qualified Project Representative at the plant site (average 40 hrs/week for 12 months) for on-site observation of construction.
6. Review and approve monthly and final estimates for payment to Contractors.
7. Make final inspection.

Start-up Services

1. The Engineer shall assist in the start-up of new facilities and provide operational training for the City’s personnel (which shall include up to 40 hours of on-site training).

Operations and Maintenance Manual

1. The Engineer shall update current Operations and Maintenance Manual.

Funding Assistance

1. Provide engineering support for FDEP SRF loan application.

Agreement Summary:

Original agreement amount:	<u>\$ 375,455.00</u>
Net change for prior amendments:	<u>\$ 0</u>
This amendment amount:	<u>\$ 418,405.00</u>
Adjusted Agreement amount:	<u>\$ 793,860.00</u>

Change in time for services (days or date, as applicable): N/A

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.

[AUTHORIZED SIGNATURES ON FOLLOWING PAGE No. 3]

OWNER:

City of Marianna, Florida

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

ENGINEER:

Mott MacDonald Florida, LLC

By: _____
Print _____
name: **Billy R. Perry**

Title: **Senior Vice President**

Date Signed: _____

DRAFT