

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **July 28, 2022**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: April 25, 2025

Background Data

Effective Date of Owner-Engineer Agreement: July 28, 2022

Owner: Town of Jerome

Engineer: PACE

Project: Town of Jerome WWTP Improvements

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:

Due to easement resolution with Verde X, an agreement has been reached that the facility access road will follow the existing drive through the cemetery. The additional scope includes the Access Road Redesign and incorporating the civil design into the final project design. This scope will involve updating the topographical mapping as needed, and developing the cut/fill and grading plans, and creating final easements for recording.

Alternate Access Road

- 1) *Develop road alignment*
 - a) *Civil Engineering scope by SEC for alternate access road will include:*
 - i) *Update topo*
 - ii) *Develop road alignment*
 - iii) *Develop cut/gill & grading*

Exhibit K– Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- iv) *Issue final plans*
- v) *Develop easements*
- vi) *Meetings and coordination*

2) *Access Road Redesign Phase 2 Incorporation*

- a) *Engineer will coordinate the SEC roadway design and incorporate the new design into the final project design.*

3) *Project Easement Testimony*

- a) *This task includes time spent coordinating with the Town and their representation in the negotiation of the easement resolution.*

An Engineering Fee Estimate is attached.

Agreement Summary:

Original agreement amount:	\$ <u>1,306,119.00</u>
Net change for prior amendments:	\$ <u>62,117.00</u>
This amendment amount:	\$ <u>34,937.00</u>
Adjusted Agreement amount:	\$ <u>1,403,173.00</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.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: MB Krebs
Print
name: Michael G. Krebs

Title: Vice President of Environmental Water

Date Signed: 4/25/2025

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