AMENDMENT #1 TO
BREVARD WWTP PRELMINARY ENGINEERING REPORT
STATEMENT OF WORK

KCI Project No. 412403571

THIS AMENDMENT NO. 1 TO BREVARD WWTP PRELIMINARY ENGINEERING REPORT STATEMENT OF WORK ("**Amendment**") is entered into as of the date of last signature between City of Brevard ("**Client**") and KCI Associates of North Carolina, P.A. ("**KCI**"), hereinafter referred to jointly as the "**Parties**" or singularly as the "**Party**".

1. **Amendment to the Statement of Work**. The following Section of the Statement of Work between the Client and KCI dated July 1, 2024 ("**Statement of Work**") is hereby amended by mutual agreement of the Parties as of the Effective Date:

a) PURPOSE OF AMENDMENT

KCI to provide the 30% design engineering for the Phase 1 upgrades to the City of Brevard WWTP in lieu of completing Tasks 5, 6 and A-1 in the original Statement of Work at no additional charge. The unused fee from Tasks 5, 6 and A-1 will be re-scoped to Task 7 as described below.

REVISED PROJECT SCOPE

KCI shall modify the existing scope of work as proposed in the Engineer's Statement of Work, dated July 1, 2024, by deleting Task 5, 6 and A-1 and replacing them with the following Task 7.

TASK 7: PHASE 1 PRELIMINARY DESIGN

- Perform a site survey and underground utility locates to provide base drawings. Survey will provide topography of the site and indicate marked underground utilities, and existing above-grade structures and features
- Prepare preliminary design drawings including civil/site, general arrangement, and process flow diagram(s).
- Perform existing site electrical evaluation.
- Prepare 30% specification documents, including: Major Equipment List and Preliminary Specification List.
- Prepare preliminary plans for 30% design review by Client.
- Prepare preliminary Opinion of Probable Cost (OPC) based on 30% design.
- Prepare preliminary project schedule.
- Schedule and attend a 30% design review meeting with Client (on-site).
- Deliverables:
    - Preliminary (30%) Plans
    - Major Equipment List
    - Electrical Site Assessment

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- Preliminary Specification List
- Preliminary OPC
- Preliminary Project Schedule

b) The Fee and Payment Section of the Statement of Work is modified as follows:

Task No	Task Description	Duration[1] (Months)	Fee Type Lump Sum / T&E	Revised Estimated Fee
1	*Project Goal Definition*	*1*	*Lump Sum*	*$ 36,900*
2	*Data Collection and Existing Equipment Review*	*1*	*Lump Sum*	*$ 86,100*
3	*Flow Projections and Design Basis*	*2*	*Lump Sum*	*$ 63,000*
4	*Engineering Alternatives Analysis – Site Selection*	*3*	*Lump Sum*	*$ 11,700*
5	*Treatment Technology Evaluation*	*3*	*Lump Sum*	*$ 38,610*
6	*Prepare Final Recommendations and Consolidated Report*	*2*	*Lump Sum*	*$4,800*
7.1	Phase 1: Preliminary Design	5	Lump Sum	$110,890
A-1	*Funding Assistance Allowance*	*TBD*	*Lump Sum*	*$ 0*
	Total			**$ 352,000**

*Tasks 1, 2 3, 4 , 5 & 6 (in *Italics*) have been invoiced and no new charges will be applied to these tasks. Task A-1 will be moved to a future amendment. The tasks fee amounts from the original contract have been revised to reflect the actual invoiced amounts for work performed and are highlighted in *Gray Italics*.

2. **Definitions**. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Statement of Work.

3. **Statement of Work Remains in Effect**. Except as expressly provided in this Amendment, all of the terms and provisions of the Statement of Work are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Statement of Work to "this Statement of Work," "the Statement of Work," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Statement of Work as amended by this Amendment.

4. **Counterparts**. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

KCI:
KCI Technologies, Inc.
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

City of Brevard.:
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

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