

SUGGESTED FORMAT
(for use with E-510, 2002 Edition)

This is **EXHIBIT J**, consisting of 4 pages, referred to in and part of the
Agreement between Owner and Engineer for Professional Services
dated April 30, 2010.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data

- a. Effective Date of Owner-Engineer Agreement: April 30, 2010
- b. Owner: Northampton County, Virginia assigned to Eastern Shore of Virginia Public Service Authority
- c. Engineer: Hurt & Proffitt, Inc.
- d. Project: Northampton County Wastewater System Improvements

2. 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 to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

- 1. See Proposal Letter revision date September 17, 2013 from Hurt & Proffitt, Inc.
- 2. Notwithstanding any other provision of the Agreement, should the Engineer observe an obvious safety problem the Engineer will report the situation to the Contractors representative on the site.

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 August 6, 2013.

OWNER:

Eastern Shore of Virginia Public Service Authority

By:



Bob Panek

Title:

Chairman

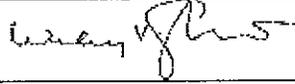
Date Signed:

Sept. 17, 2013

ENGINEER:

Hurt and Proffitt, Inc.

By:



Wiley V. Johnson, III, PE

Title:

President and CEO

Date Signed:

September 17, 2013

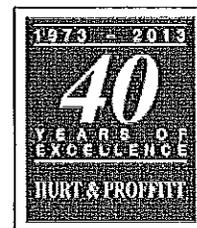
This is **Attachment 1**, consisting of 2 pages, to Amendment No. 1, dated August 6, 2013.

Modifications

1. Engineer shall perform the following Additional Services:
 - See Proposal Letter revision date September 17, 2013 by Hurt & Proffitt, Inc.
 - Notwithstanding any other provision of the Agreement, should the Engineer observe an obvious safety problem the Engineer will report the situation to the Contractors representative on the site.
2. 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:
 - No change to scope of services.
3. The responsibilities of Owner are modified as follows:
 - No change to Owner responsibilities.
4. For the additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - Topographic Surveying, Base Mapping, and 30% Preliminary Engineering - \$70,000
5. The schedule for rendering services is modified as follows:
 - To be determined and documented at Notice to Proceed.
6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
 - N/A



HURT & PROFFITT
INCORPORATED



August 6, 2013
Revised September 17, 2013

Mr. Bob Panek, Chairman
Eastern Shore of Virginia Public Service Authority
16404 Courthouse Road
Eastville, VA 23347

Re: Southern Node Phase I Wastewater Project
Proposal for Professional Services

Dear Mr. Panek:

On behalf of the employee owners of Hurt & Proffitt, Inc. (H&P) I am submitting this proposal for professional services for the above referenced project. This proposal outlines our Understanding of the Project, our Scope of Services, and our Fee Structure. Once we receive authorization from you to proceed we will work up a detailed schedule with milestone dates.

Project Understanding

The Eastern Shore of Virginia Public Service Authority (ESVPSA) desires to construct a wastewater collection and conveyance system in the commercial area of Route 13, between Cape Charles and Cheriton, in the southern end of Northampton County. The attached map shows the service area for the project. It will be known as the ESVPSA Southern Node Phase I Wastewater – Commercial Area Project. The system will be designed to serve approximately 70 parcels that are predominantly commercial zoned along Route 13. The basis of design will be a low pressure collection and conveyance system and be sized to handle future flows from Cheriton.

Northampton County and the ESVPSA wish to make an amendment to the current contract with H&P to perform the design services, bid assistance, construction administration, and partial inspections for the project. The Amendment Form is attached for your signature and return for our files.

Scope of Services

The following tasks will be completed by H&P for the Project. The intention is to provide an approved set of construction documents for the Project and assist the ESVPSA with post design services.

Task 411 – Topographic Survey Phase

We will perform the field survey work and office processing to develop the base sheet topographic information for use in the design of the system. The topographic survey limits will include the commercial area and a linear route along Stone Road towards Cape Charles for the force main. Existing utilities will be located based on best available visible information and a Miss Utility Design Ticket call in.

We will use courthouse records and field monumentation to tie down property lines as best as possible. We will include fees for creating one property acquisition associated with the main pump station. Any platting for property acquisitions and easements, other than for the main pump station,

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would be done on an as-needed and charged on a fixed fee rate that would be determined at the time of need. It is anticipated that the majority of the system will be designed into the existing right of way and that very few easements will be required.

Task 511 – Preliminary Engineering Phase – 30% Plans

H&P will prepare the preliminary design documents, including plans and details. We will perform all the calculations for the design and submit them to DEQ for their initial review and comment. This set of plans will be approximately a 30% complete set of plans. Two (2) sets of plans will be submitted to you for your review and comment. A final set of plans and specifications will be delivered to you in pdf format for reproduction purposes.

We also plan to attend a progress meeting in Northampton County during the design process. This meeting would be attended by our Project Manager for the project. He will use this as an opportunity to gather design information from the field and make presentations to the Board, if necessary. DEQ may require a design review meeting in their Richmond office and this is included in our fee for this phase also.

Fee Structure

Engineering (Task 411 & 511) \$70,000

Closing

In closing I would like to thank you for the opportunity to present you with this proposal. We are looking forward to actually seeing a project get started for ESVPSA. We know it has been a long journey and that you are excited about moving forward.

Let me know if you have any questions regarding this proposal.

Sincerely,
Hurt & Proffitt, Inc.

Wiley V. Johnson, III, PE
President and CEO