

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 4, 2019.

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

The Effective Date of this Amendment is: February 1, 2021 .

Background Data

Effective Date of Owner-Engineer Agreement: November 4, 2019

Owner: CITY OF MITCHELL, SOUTH DAKOTA

Engineer: SCHMUCKER, PAUL, NOHR AND ASSOCIATES

Project: DAILEY DRIVE LIFT STATION AND FORCE MAIN

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

  X   Additional Services to be performed by Engineer

  X   Modifications of payment to Engineer

Description of Modifications:

*The City of Mitchell has requested that the engineering services be amended to include Bidding and Negotiation as well as most Construction Phase Services. As such, Sections 1.04 Bidding and Negotiation Phase and 1.05 Construction Phase in Exhibit A which were excluded in the original Agreement shall be added to the services to be performed by the Engineer. However, it needs to be noted that the City intends to perform some of the administrative duties pertaining to pay requests, change orders and project closeout under the Construction Phase. As such, the estimated cost of those services has been reduced from the overall compensation to the Engineer.*

*Section C2.01.A.4.d shall be added to show an hourly rate compensation amount not to exceed \$3,500 for the Bidding and Negotiation Phase.*

*Section C2.01.A.4.e shall be added to show an hourly rate compensation amount not to exceed \$67,500 for the Construction Phase.*

*The Standard Hourly Rates and Reimbursable Expenses provided in Appendices 1 and 2 to Exhibit C shall be adjusted according to Attachment A.*

Agreement Summary:

Original Agreement amount:	\$ 60,000
Net change for prior Amendments:	\$ 0
This Amendment amount:	\$ 71,000
Adjusted Agreement amount:	\$ 131,000

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: \_\_\_\_\_

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ATTACHMENT "A"

To the Agreement dated \_\_\_\_\_ November 4, 2019

Between: \_\_\_\_\_ City of Mitchell

and: \_\_\_\_\_ Schmucker, Paul, Nohr & Associates

for: \_\_\_\_\_ Dailey Drive Lift Station and Force Main

A.1. SCHEDULE OF HOURLY RATES AND CHARGES

A.1.1. HOURLY RATES

<b>Classification</b>	<b>Rates Per Hour</b>
Project Manager/Principal	\$205.00
Project Manager/ Associate	\$195.00
Senior Engineer/ Associate	\$170.00
Project Engineer I	\$145.00
Project Engineer II	\$135.00
Project Engineer III	\$130.00
Project Engineer IV	\$125.00
Project Engineer V	\$120.00
Project Engineer VI	\$115.00
Project Engineer VII	\$110.00
Project Engineer VIII	\$105.00
Project Engineer IX	\$100.00
Project Engineer X	\$95.00
Survey Manager	\$195.00
Land Surveyor I	\$155.00
Land Surveyor II	\$130.00
Land Surveyor III	\$125.00
Land Surveyor IV	\$120.00
Land Surveyor V	\$115.00
Drafting Supervisor	\$140.00
Project Administrator	\$125.00
Technician I	\$120.00
Technician II	\$115.00
Technician III	\$110.00
Technician IV	\$100.00
Technician V	\$95.00
Technician VI	\$90.00
Technician VII	\$85.00
Technician VIII	\$80.00
Technician IX	\$75.00
Technician X	\$70.00
Office Manager / Bookkeeper I	\$125.00
Office Manager / Bookkeeper II	\$90.00
Clerical I	\$85.00
Clerical II	\$75.00

A.1.1.1. For purposes of this Agreement, the Principals are identified as Terry L. Aaker and Robert J. Babcock.

A.1.1.2. For purposes of this Agreement, the Associates are identified as Jeff P. McCormick and Mike Schmit.

A.1.1.3. Charges for all personnel classifications shall include all travel time. There shall be no increased charge for overtime hours.

A.1.1.4. Charges for all personnel classifications in connection with providing depositions or court testimony shall be increased by a factor of 1.5. Charges for services so provided will include all travel time to and stand-by time at the location services are rendered. There shall be no increased charge for overtime hours.

#### A.1.2. REIMBURSABLE EXPENSES

A.1.2.1. Vehicle miles shall be charged at the rate of \$0.45 per regular vehicle mile if a company owned vehicle, or actual cost of rental vehicles.

A.1.2.2. Air transportation costs shall be at incurred cost for commercial or charter air service.

A.1.2.3. Meals and lodging shall be charged at costs incurred by the ENGINEER.

A.1.2.4. The cost of independent consulting and testing services (including, but not limited to, soils engineering and testing services) shall be charged at the cost incurred by the ENGINEER plus an assumed risk fee of 10% of the incurred cost.