

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2020

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: **December 16, 2022.**

Background Data

Effective Date of Owner-Engineer Agreement: September 16, 2020

Owner: City of Buchanan

Engineer: Prein&Newhof

Project: Storm Sewer System Improvements, Water System Improvements, and Wastewater System Improvements

Nature of Amendment:

X Additional Services to be performed by Engineer

Description of Additional Services:

Secure 19 permanent easements from 14 property owners on Front Street. Acquisitions will meet MDOT, State and Federal requirements pursuant to the Uniform Relocation Assistance and Property Acquisition Regulation 49 CFR Part 24 (ACT).

Proposed Scope:

- Identify the property owners and other owners with interest.
- Obtain parcel information, title search, or deeds to ensure ownership of each parcel. The cost for these items will be a reimbursable expense and not part of the scope. Buchanan will make payment for the title work directly to the title company.
- Provide a Broker's Price Opinion to the City to assist with determining a value for the acquisitions.
- Coordinate and secure the appropriate appraisals, review appraisals, or market study, as necessary. Fees for appraisals, reviews, and markets studies are an additional expense and not included in this scope. The method used for valuation of the proposed easements is determined by funding and the estimated cost of the easement. If any easement is valued at \$10,000 or more, then an appraisal and review is required per MDOT guidelines.
- Provide a Request for Authorization, itemizing each proposed acquisition and its cost based upon the method of valuation, prior to presenting the "Good Faith Offer" to

the landowners. Good Faith Offers will not be offered to the landowners without the direct approval from Buchanan.

- Draft the acquisition documents and obtaining supporting estimates/bids as necessary.
- Initiate negotiations, coordinating, and attending meetings with property owners, their representatives and/or tenants and providing supporting services as necessary to reach an acceptable purchase agreement for the proposed right of way.
- Present and explain documents, the plans, project, and process along with the appraisal and/or market study to the landowner.
- Supervise, coordinate and obtain any necessary supporting documents (release of lien, quit claim deed, etc.).
- Maintain a Memorandum of Negotiations for each parcel/landowner.
- Provide the Client with a Request for Payment along with the fully executed documents.
- Provide to Buchanan a Right of Way Report, identifying the landowners, their contact information and outlining the agreements made with the landowners.
- Record each easement with the Register of Deeds.
- Deliver checks to the landowner and document the file.
- Assist Buchanan with the MDOT Audit.
- Upon completion of the project, deliver all files to Buchanan.

In summary, the above referenced scope changes will impact the engineering fees as follows:

Project	Basic Services	Resident Project Representative	Additional Services	Subtotal
Wastewater			\$29,600 +++	\$29,600 +++
Water			\$25,880 +++	\$25,880 +++
Non-Participating				
			Total	\$55,480 +++

The fees presented above are the estimated fees associated with the scope described above.

Professional service fees estimated to be \$55,480.

+Title Searches = T.B.D. At Costs. Paid Directly by City to Title Office

+Appraisals and Market Studies, if necessary = T.B.D. (actual costs)

+Recording Fees = T.B.D. (actual costs)

+Fair Market Payment for Easement = T.B.D. Paid Directly by City to property Owners

Upon completion of work, the Change Order will be finalized with actual costs.

Agreement Summary:

Original agreement amount:	\$ 2,645,000
Net change for prior amendments:	\$ 525,545
This amendment amount:	\$ T.B.D.
Adjusted Agreement amount:	\$ T.B.D.

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:

City of Buchanan

Prein&Newhof

By:

By:

Print Heather Grace

Print Jason Washler

name:

name:

Title: City Manager

Title: Vice President

Date Signed:

Date Signed: