

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 22, 2018 and amended October 23, 2019.

Amendment No. 2 to Task Order No. 2004-01447

1. Background Data:

- A. Effective Date of Task Order: September 20, 2020
- B. Owner: City of Dickinson
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): Bridge Rehabilitation – DKS12
- E. Specific Project (description): Professional services consisting of developing plans to address long-term scour concerns at the substructures. Services will include performing environmental and cultural resource inspections and reports to obtain necessary clearances to perform the work, developing plans for construction, and construction inspection.

2. Description of Modifications

Summary: Advanced scour was noted at the abutments of DKS12 during a routine inspection in 2020. KLJ recommended temporary repairs to address the scour, which the City performed. KLJ followed up with a scour analysis of the structure and recommendations for future rehabilitation to mitigate future scour concerns. The City is seeking KLJ’s services to implement Alternative B in KLJ’s memo to the City dated 2/9/2023. In addition to the specific recommendations of that alternative, plans are to include details to place riprap at the piers and replace the 48” CMP pipe at the north embankment with a sloped end section.

- A. Engineer shall perform the following Additional Services:
 - 1. Perform research to perform a Class I Literature Review and file an associated report. If the North Dakota State Historic Preservation Office requires a Class III Inventory review and associated Class III report, that will be added via amendment to this task order. A wetland delineation will be conducted, and a wetland report will be prepared as part of a preconstruction notification package to the U.S. Army Corps of Engineers. Solicitation of Views letters will be sent to appropriate state/federal agencies to gather their input on the project. In addition, a SWPPP will be prepared, and a Notice of Intent will be submitted to the ND Department of Environmental Quality (NDDEQ) for construction general permit stormwater coverage.
 - 2. Develop plan sheets showing dimensions of new riprap limits and specifications for riprap size and other materials for the scour rehabilitation work, using NDDOT standard specifications. Procedural and contractual forms will be prepared using EJCDC format

documents. Plans for structural concrete repairs and other structure defects are not included in this scope of services.

3. Engineer to provide Engineer’s Estimate of Probable Construction Cost.
4. Conduct five site visits during construction to document progress and completion of the repairs with photos and a memorandum to the City at construction completion.

B. Other Services: none

C. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Amendment.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are not anticipated. Engineer’s scope of services is limited to the specific tasks identified in Part 2 above. However, if requested by Owner, then Engineer will provide Additional Services on a Standard Hourly Rates basis.

4. Owner’s Responsibilities

A. Owner shall have the responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following additional responsibilities:

- a. Obtain bids from qualified contractors.

5. Task Order Schedule

A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meeting the following schedule:

- a. Site visits for environmental and cultural resource information completed by May 31, 2024.
- b. Rehabilitation plans completed by June 15, 2024
- c. Bid opening by July 24, 2024.
- d. Construction completed by July 31, 2025.

6. Payments to Engineer

A. Owner shall ay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services*		
a. Study and Report Phase (A1.01)	n/a	n/a
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$37,400.00	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

*Will not exceed without Owner’s written approval.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For

lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$11,400.00
b.	Net change for prior amendments:	\$29,300.00
c.	This amendment amount:	\$37,400.00
d.	Adjusted Task Order amount:	\$78,100.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is September 28, 2020.

OWNER: City of Dickinson

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Title: President of City Commission

Title: _____

Date
Signed: _____

Date
Signed: _____