

**AMENDMENT #001 TO AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CITY OF MARSHALL AND BOLTON & MENK, INC.**

This AMENDMENT #001 (“Amendment”) to the original Agreement for Professional Services between the CITY OF MARSHALL (“OWNER”) and Bolton & Menk, Inc. (“ENGINEER”) dated MARCH 11<sup>TH</sup>, 2022 (the “Agreement”) is made and entered into on this 27<sup>TH</sup> day of JULY, 2022.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with various professional services in connection with the 3<sup>rd</sup> Street – W. Lyon Street Downtown Corridor Improvements (the “Project”);

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Attachments A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #001 to be executed by their duly authorized representatives on the dates written below.

CITY OF MARSHALL

BOLTON & MENK, INC.

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #001**

This **SCOPE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment

Bolton & Menk, Inc. will complete the detailed design of the proposed street and utility improvements as outlined in the project's RFP Scope of Work.

### **Task 4: Final Design**

#### **Subtask 4.1: Construction Plans**

Comprehensive, detailed construction plans and specifications will be prepared. Plan details will comply with MnDOT state aid requirements and include horizontal and vertical alignments, cross sections, storm drainage system plans, enhanced signing and striping plans, stormwater pollution prevention plan, traffic control plan, staging plan, safety element plans, lighting plans, right-of-way, and easement plans, removal plans, turf restoration plans, and utility relocation plans. We will submit final design plans, specifications, and other documents for review at the following stages of completion:

- ***Project Meetings*** – Biweekly, virtual calls to discuss project status and design
- ***30% Plan Submittal*** – Submittal to include preliminary cost estimate, existing conditions and removal plan, construction plan and profile, drainage and utility plan, streetscaping plan, and cross sections
- ***60% Plan Submittal*** – In addition to previously submitted documents, 60% submittal includes hydraulics report, intersection layouts, typical cross sections, utility relocations, and staging plans; if necessary, files will be shared with MnDOT District 8 following 60% submittal
- ***90% Plan Submittal*** – Submittal to include complete construction plan and draft project special provisions
- ***100% Plan Submittal*** - Submittal of final design plans, specifications, and engineer's estimate for approval and signatures, Civil 3D finished ground surface model, all requested C3D files to city and MnDOT plan review checklists

#### **Subtask 4.2 Specifications and Bidding Documents**

Bolton & Menk will prepare special provisions specific to project-specific items not covered by the city's general specifications. We will provide special provisions in digital format for the city to include in the overall project proposal.

**EXHIBIT B – FEE ATTACHMENT**

This **FEE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

**Detailed Cost Estimate**

Client: City of Marshall									
Project: N. 3rd Street - W. Lyon Street Downtown Corridor Improvements									
Task No.	Work Task Description	Project Manager	Lead Design Engineer	Roadway Designer	Traffic Engineer	Water Resource Specialist	Staff EIT	Total Hours	Total Labor Cost
4	Design of Street Reconstruction Project	16	120	98	50	162	400	846	\$94,052.42
<b>Direct Labor Cost</b>		\$2,346.50	\$6,794.00	\$4,410.00	\$4,347.00	\$5,670.00	\$12,120.00		
Total Labor Costs + OH Rate of 214%									\$94,052.42
Fixed Fee 12%									\$11,286.29
Subtotal									\$105,338.71
<b>Total Fee</b>									<b>\$105,338.71</b>

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT	Tasks 1-3	\$68,538.04
AMENDMENT #001	Task 4, Final Design	\$105,338.71
<b>NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED</b>		<b>\$173,876.75</b>

2. **PROJECT COMPLETION.** The Project will be completed no later than December 20th, 2022
3. **MAXIMUM FEE.** The Maximum Fee will not exceed: \$173,876.75