

AMENDMENT TO AGREEMENT

Project: Marshall Aquatic Center – Phase 1

Stockwell Project No.: 21045

This is an Amendment to the Agreement for Professional Services (hereinafter "Agreement") dated May 21, 2021, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF MARSHALL**, (hereinafter "Client"), for the above-mentioned project. Revisions to the Agreement are as described below.

Client City of Marshall
344 W Main Street
Marshall, MN 56258

Amendment No. 2

Attachments: Agreement Amendment

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached correspondence dated August 10, 2023.

Compensation: In consideration of the change in Work, compensation shall be amended as follows:

Original Agreement Amount:	\$193,200.00
Net Previous Amendments (No. 1 thru 1):	\$29,800.00
Current Agreement Amount:	\$223,000.00
Amendment Change (Phase 4 thru 6) (Lump Sum):	\$1,119,300.00
Amendment Change (Phase 7 thru 8) (Hourly Time & Materials not to Exceed):	\$870,000.00 (Estimated)
Total Change this Amendment:	\$1,989,300.00
New Agreement Amount:	\$2,212,300.00

Client and Stockwell hereby amend the Agreement as set forth within including the terms, conditions and contingency of the contract set forth in the letter correspondence amendment dated August 10, 2023 and incorporated by reference herein. In all other respects, the original Agreement is to remain unchanged and in full force between the undersigned.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: Sharon Hanlon

Name (printed): Sharon Hanlon

Title: City Administrator

Date: 8-26-23

STOCKWELL ENGINEERS, INC.

Signed: Jon Brown

Name (printed): Jon Brown, P.E.

Title: President

Date: 8-26-23

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21045| SEI No.
Labeled Illustrative Plan| Encl

August 10, 2023

Ms. Sharon Hanson
City of Marshall
334 W Main Street
Marshall, MN 56248
Sharon.Hanson@ci.marshall.mn.us

Re: Proposal for Professional Services
Marshall Aquatic Center – Phase 1

Dear Sharon,

Please accept this letter and scope of work/fee proposal as a request for a services agreement amendment. This Agreement shall be contingent upon voter approval of the November 7, 2023 special election ballot question extending the local sales and use tax of one-half of one percent in the City of Marshall. Owner will notify Stockwell in writing of the outcome of the November 7, 2023 special election ballot question as soon as the election results are certified and Stockwell will not start work until receiving written notification of successful voter approval by the Owner. Per your request Stockwell will provide the following services:

Phase 4 | Design Development

- 4.1 Layout and design the site improvements and alternates based on Client approved schematic plan.
- 4.2 Design improvements in coordination with Client's staff.
- 4.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 4.4 Design sanitary sewer and water services with project limits to Client's standards.
- 4.5 Design drainage facilities to intercept and convey runoff in conformance with Client's standards. Identify watershed boundaries based on best available contour data for the area. Determine runoff potential for minor and major storm events. Evaluate flood conditions and inundation levels.
 - 4.5.1 Coordinate with MnDOT on site connection.
- 4.6 Site Specific Water Quality Detention Facility - Best Management Practices (BMP).
 - 4.6.1 Design the Site Specific Water Quality BMP in accordance with governing agency's design standards.
 - Analyze alternative types of Water Quality BMP to determine the best fit for the Project.
 - Determine the required size of the pond that includes Pre-sedimentation Forebay, Water Quality Capture Volume (WQCV), Sediment Storage and Site Access.
 - Design the proposed outlet structure in accordance with Client's or governing agency's minimum standards and determine the rate of release from the pond during the 5 and 100-year runoff events.
- 4.7 Layout site dimensionally to satisfy sidewalk needs and pedestrian movement in compliance with minimum requirements of the Client. Coordinate design with drainage facilities. Design pavements in conformance with Client's standards. Client's geotechnical firm to perform California Bearing Ratio (CBR) evaluation of existing site and provide recommendations to Stockwell.



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- 4.8 Design project to comply with the Americans with Disabilities Act (ADA). Notify Client of conditions which prevent or limit compliance with the ADA. Client to provide Stockwell guidance for proceeding or variances from the ADA.
- 4.9 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 4.10 Design landscape features including irrigation complying with Client's minimum design requirements and/or standards.
- 4.11 Design aquatic areas and systems by pool sub-consultant.
- 4.12 Design bathhouse and mechanical building by architect sub-consultant.
- 4.13 Design site lighting by electrical engineer sub-consultant.
- 4.14 Design PA system. Client to provide IT/control access vendor to assist with design.
- 4.15 Determine removal limits for the Project site.
- 4.16 Prepare Project plan submittal documents.
- 4.17 Coordinate and conduct meetings with private utility companies.
- 4.18 Prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 4.19 Submit electronic pdf copy of design development (65%) documents to Client for review.
- 4.20 Attend with Client schematic design submittal review meeting.
- 4.21 Update preliminary opinion of estimated construction costs for the Project.

Deliverables: Notice of Intent; opinion of probable construction cost; and design development documents.

Phase 5 | Construction Documents

- 5.1 Finalize design.
- 5.2 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site, and will be suitable for review by permitting agencies with jurisdiction over the project.
- 5.3 Perform Internal Quality Assurance Procedures
- 5.4 Submit three copies of construction (95%) documents and Stockwell's opinion of probable construction costs to Client for review.
- 5.5 Submit construction documents to the following entities for comment.
 - 5.5.1 Minnesota Department of Health.
 - 5.5.2 Private Utility Companies.
- 5.6 Address comments to review documents and incorporate into final deliverables.
- 5.7 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction costs and three paper copies of final construction documents for bidding purposes.
- 5.8 Present final design at City Council meeting.

Deliverables: Opinion of probable construction cost; and construction documents for bidding purposes.

Phase 6 | Bidding

- 6.1 Provide bidding documents to prospective bidders.
- 6.2 Maintain a list of plan holders.
- 6.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 6.4 Attend the bid opening.
- 6.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 6.6 Attend council meeting to present recommendation to Client.

Deliverables: Addendums; tabulation of bids received; and recommendation of award.



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Phase 7 | Construction Administration

- 7.1 Prepare construction agreement and submit to Contractor for signature.
- 7.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 7.3 Prepare Contractor's notice to proceed.
- 7.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 7.5 Coordinate with Client's geotechnical engineer for material testing services. Material testing agent will be hired directly by Client. Client is responsible for paying the cost of material testing. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its testing firm.
- 7.6 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 7.7 Coordinate and conduct one public meeting. Prepare informative exhibits and presentations as necessary.
- 7.8 Review and make comment on shop drawings or other product submittals from contractor
- 7.9 Mark removal limits of appropriate items.
- 7.10 Document conditions of project site prior to construction beginning by means of video.
- 7.11 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.
- 7.12 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 7.13 Prepare biweekly construction bulletins and submit to Client for distribution.
- 7.14 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 7.15 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 7.16 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 7.17 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 7.18 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 7.19 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in additional effort by Stockwell shall be considered an additional service.
- 7.20 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 7.21 Survey as-built locations and elevations of utility appurtenances accessible at ground surface.
- 7.22 Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Utility linework shall be redrafted to reflect as-built survey data and field measurements. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.
- 7.23 Deliver dwg file of spatially correct linework and symbology of underground utilities.
- 7.24 Deliver electronic project file to Client. Project file to contain electronic copies of all deliverables.
- 7.25 Conduct one warranty inspection in conformance with the construction contract. Prepare a "punch list" of warranted items requiring completion or correction. Stockwell to deliver punch list to Client and Contractor. Stockwell is not responsible for further coordination of Contractor's repairs. Additional effort spent by Stockwell coordinating repair work shall be considered an additional service and invoiced separately to the Client.



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Deliverables: Executed contract documents; contractor's notice to proceed; preconstruction meeting minutes; change orders; pay requests; biweekly progress reports; certificate of completion; punch lists; notice of termination; and record drawings.

Phase 8 | Construction Staking

- 8.1 Mark proposed improvements and elevations as shown on the plans.
- 8.2 Reset boundary markers found at the time of survey but are removed during construction.

Compensation

Where compensation for Basic Services through Lump Sum method of payment is specified, Client shall pay Stockwell for Basic Services as follows:

- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the Lump Sum, Stockwell is also entitled to reimbursement from Client for Reimbursable Expenses. The portion of the Lump Sum amount billed for Stockwell's services will be based upon Stockwell's estimate of the percentage of the total services actually completed during the billing period. Stockwell may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total Lump Sum amount unless approved in writing by the Client.

Where compensation for Basic Services through Standard Hourly Rates method of payment is specified, Owner shall pay Stockwell for Basic Services as follows:

- 1.1 An amount equal to the cumulative hours charged to the Project by each class of Stockwell's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Stockwell's Consultants' charges, if any.
- 1.2 The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Stockwell's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Stockwell's Consultants' charges.
- 1.3 Stockwell's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- 1.4 When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Stockwell that the total compensation amount thus estimated will be exceeded, Stockwell shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Stockwell's services for Client's convenience. Upon notice, Client and Stockwell promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Stockwell's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Stockwell, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend Stockwell's services during the negotiations and Stockwell exceeds the estimated amount before Client and Stockwell have agreed to an increase in the compensation due Stockwell or a reduction in the remaining services, then Stockwell shall be paid for all services rendered hereunder.




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If you have any questions, please contact our office.

Sincerely,

STOCKWELL ENGINEERS, INC.


Jon Brown, P.E.
President