



AGREEMENT FOR PROFESSIONAL SERVICES

Project: Marshall Aquatics Center – Ph. 1

Stockwell Project No.: 21045

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 4th day of March, 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 services described under the Scope of Services (the "Services").

CLIENT: City of Marshall

Address: 344 W Main Street | Marshall, MN 56258

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached Proposal for Professional Services dated March 4, 2021. In general, the Project consists of survey, predesign and schematic design services for the new Marshall Aquatics Center based on approved July 2019 concept plan prepared by others.

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: Lump sum \$193,200.00 excluding sales tax

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

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: CITY OF MARSHALL

STOCKWELL ENGINEERS, INC.

Signed: Sharon Hanson

Signed: Jon Brown

Name (printed): Sharon Hanson

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

Title: City Administrator

Title: President

Date: 5/13/2021

Date: 5/14/21

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City of Marshall
Marshall Aquatics Center – Phase I



21045 | SEI No.
Marshall Aquatics Center Study Site Plan | Encl
Survey Limits

May 12, 2021

Mr. Scott VanDerMillen
City of Marshall
344 W Main Street
Marshall, MN 56258
Scott.VanDerMillen@ci.marshall.mn.us

Re: Proposal for Professional Services
Marshall Aquatics Center – Phase I

Dear Mr. VanDerMillen,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Marshall Aquatics Center – Phase I (the “Project”). Stockwell’s services will be provided in the manner described in this Proposal. The **City of Marshall** is referred to as the “Client.”

Acknowledgments

Client: City of Marshall

Project: Marshall Aquatics Center – Phase I

Description: In general, the Project consists of survey, predesign and schematic design services for the new Marshall Aquatics Center based on approved July 2019 concept plan prepared by others. Project limits shall be as identified in the attached illustration.

Scope of Basic Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

Task 1 | Project Establishment

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.
- 1.3 Establish list of Stakeholders.

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- 1.4 Coordinate and conduct project coordination meetings with Client's steering committee estimated on monthly basis (estimate 6 meetings).
- 1.5 Public Information Gathering.
 - 1.5.1 Schedule and conduct individual stakeholder group meetings over a 2-day period. Client to assist with determining which groups will be included in the meetings. Stockwell will prepare a presentation for the meetings. Meeting topics to include:
 - Aquatic programming exercise.
 - Discuss aquatic goals, activities and programming.
 - 1.5.2 Facilitate one (1) public meeting for the purpose of gathering information.
 - Conduct aquatic programming exercise to generate ideas for aquatic facility improvements.
 - Discuss community desired aquatic elements and ideas.
 - Provide information regarding project progress and timeline.
- 1.6 Develop aquatic program consisting of prioritized aquatic goals, objectives and intended activities and uses of the aquatic spaces and features.

Task 2 | Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Request permission to survey on private property. Where denied, Client shall negotiate and provide Site.
- 2.3 Research existing easements and plats of record at county courthouse for properties within and adjacent to the project. Client to provide title search if necessary.
- 2.4 Locate existing boundary markers at the time of the survey.
- 2.5 Establish benchmarks and control points throughout site.
- 2.6 Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
- 2.7 Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
- 2.8 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

Task 3 | Schematic Design

- 3.1 Coordinate with existing Client contracted geotechnical or other exploratory service. Client to contract services separately and provide report to be included in Stockwell's construction documents. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by Client's agents.
- 3.2 Recommend location and extent of exploratory services necessary for the Project.

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- 3.3 Aquatic mechanical and details review.
- 3.4 Confirm project goals and requirements and develop spatial relationships of the Project components.
 - 3.4.1 Pool with zero depth entry, play structure and features, one water slide and climbing wall.
 - 3.4.2 Splash pad with interactive play features.
 - 3.4.3 25Y x 4-lane multipurpose, lap and program pool with diving well.
 - 3.4.4 Shade structures.
 - 3.4.5 Bathhouse (4,600 SF).
 - 3.4.6 Outdoor concession area.
 - 3.4.7 Mechanical building (1,900 SF).
 - 3.4.8 Park picnic shelters.
 - 3.4.9 Parking lot adjustments.
 - 3.4.10 Adjustment to surrounding impacted park features (i.e. pathways).
 - 3.4.11 Bicycle parking area.
- 3.5 Develop preliminary opinion of estimated construction costs for the Project.
- 3.6 Submit electronic pdf copy of schematic design (35%) documents (plans, sections and narrative) to Client for review.
 - 3.6.1 Pool sub-consultant to select preliminary mechanical equipment and develop layout.
 - 3.6.2 Architect sub-consultant to prepare conceptual plans and renderings for bathhouse and pool mechanical building.
- 3.7 Attend with Client schematic design submittal review meeting.
- 3.8 Coordinate and conduct public meeting. Prepare informative exhibits and presentations as necessary.
- 3.9 Present schematic design to City Council.

[Deliverables: Schematic design documents; and cost estimates.](#)

Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Geotechnical or other exploratory services.
- Private utility locate.
- Title search of properties.
- Review or filing fees.
- Referendum guidance.
- Phase 2 – Design Development, Construction Documents, Bidding
 - estimated \$360,000.00 ± TBD (*This fee is an estimate only and will be determined at a later date based on the construction budget, currently estimated at \$6.9M*)

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- Phase 3 – Construction Administration
 - *estimated \$103,000.00 ± TBD (This fee is an estimate only and will be determined at a later date based on the construction budget, currently estimated at \$6.9M)*

Additional Scope of Work

Phase 2 | Design Development

- 1.1 Layout and design the site improvements based on Client approved schematic plan.
- 1.2 Design improvements in coordination with Client's staff.
- 1.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 1.4 Design sanitary sewer and water services with project limits to Client's standards.
- 1.5 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.
- 1.6 Layout site dimensionally to satisfy parking needs and traffic movement in compliance with minimum requirements of the Client. Coordinate parking lot 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.
- 1.7 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.
- 1.8 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 1.9 Design landscape features including irrigation complying with Client's minimum design requirements and/or standards.
- 1.10 Design aquatic areas and systems by pool sub-consultant.
- 1.11 Design bathhouse and mechanical building by architect sub-consultant.
- 1.12 Design site lighting by electrical engineer sub-consultant.
- 1.13 Design PA system. Client to provide IT/control access vendor to assist with design.
- 1.14 Determine removal limits for the Project site.
- 1.15 Prepare Project plan submittal documents.
- 1.16 If applicable, coordinate and conduct meetings with public and private utility companies.
- 1.17 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 1.18 Submit electronic pdf copy of design development (65%) documents to Client for review.
- 1.19 Attend with Client schematic design submittal review meeting.
- 1.20 Update preliminary opinion of estimated construction costs for the Project.

Phase 2 | Construction Documents

- 1.1 Finalize design.

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- 1.2 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.
- 1.3 Perform Internal Quality Assurance Procedures
- 1.4 Submit three copies of construction (95%) documents and Stockwell's opinion of probable construction costs to Client for review.
- 1.5 Address comments to review documents and incorporate into final deliverables.
- 1.6 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.
- 1.7 Present final design at City Council meeting.

Phase 2 | Bidding

- 1.8 Provide bidding documents to prospective bidders.
- 1.9 Maintain a list of plan holders.
- 1.10 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 1.11 Attend the bid opening.
- 1.12 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.

Phase 3 | Construction Administration

- 1.1 Prepare construction agreement and submit to Contractor for signature.
- 1.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 1.3 Prepare Contractor's notice to proceed.
- 1.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 1.5 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.
- 1.6 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.
- 1.7 Coordinate and conduct one public meeting. Prepare informative exhibits and presentations as necessary.
- 1.8 Review and make comment on shop drawings or other product submittals from contractor
- 1.9 Conduct biweekly site visits 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

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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.

- 1.10 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 1.11 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 1.12 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 1.13 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 1.14 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 1.15 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.
- 1.16 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.

Compensation

Compensation for services provided by Stockwell pursuant to this Phase 1 Project Proposal will be on a **lump sum basis, in an amount of \$193,200.00 excluding sales or excise tax**. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

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.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.
President

ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING

CONCEPT PLANS

Site



Re-striped parking area and one-way, vehicle circulation path



Bath house including concessions, office and changing areas.



Splash pad with water play features and no standing water



Outdoor seating area for concessions, within view of aquatics area



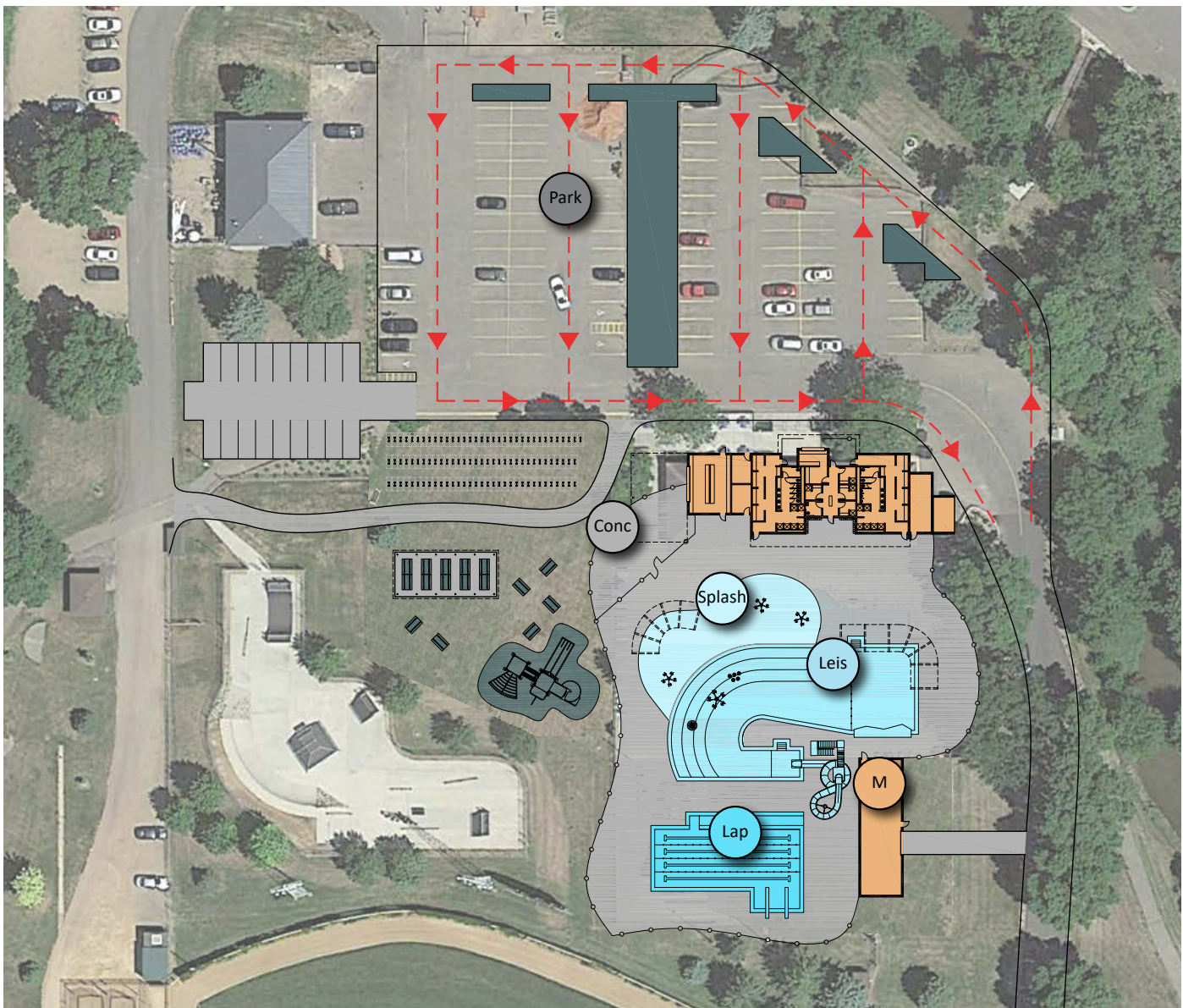
Pool equipment and mechanical space



Leisure pool with zero-depth beach entry, water play features, water slide and climbing wall



Lap pool (4-lanes) with diving well (3-meter and 1-meter boards)



Site plan of recommended aquatics center



Bladholm Avenue

S 4th Street

W College Drive

21045 - survey limits.dwg

Survey Limits Aquatics Center



STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; and (2) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0 Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, caused by the negligence of Stockwell.

1.3 Hazardous Materials – Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 Warranty. Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

2.0 Documents. Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

3.0 Probable Construction Cost Opinions. Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project

construction costs will not vary from Stockwell's opinion of probable construction costs.

- 4.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 5.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
- 9.1 Client's Default.** If Client breaches any of the terms of this Agreement, Stockwell, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 9.2 Stockwell's Default.** If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of Minnesota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Lyon County District Court, Marshall, Minnesota, and may not be removed to federal district court, nor may venue be changed to any other District court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.
- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.