

ADDENDUM NO. 1

PROFESSIONAL AGREEMENT

GENERAL ENGINEERING SERVICES

BLUE EARTH, MINNESOTA

WHEREAS, the CITY OF BLUE EARTH (herein after referred to as "CITY") maintains an annual General Engineering Agreement with BOLTON & MENK, INC. (herein after referred to as "CONSULTANT").

WHEREAS, the General Engineering Agreement does not include specific Infrastructure Improvements.

NOW, THEREFORE, the CITY and CONSULTANT agree to the provisions of this Addendum No. 1 to the General Engineering Agreement as follows:

SECTION I - CONSULTANT'S SERVICES

The Engineer agrees to provide professional engineering services in conjunction with the Preliminary and Design Phase Services for the underground utility replacement and street improvement of Gorman Street from Seventh Street to Fourteenth Street and also Twelfth Street from Galbraith Street to Rice Street as described in the attached Exhibit I.

SECTION II - COMPENSATION

1. The CITY shall compensate the CONSULTANT in accordance with the fee schedule stated in Section III, Paragraph A.3 of the General Engineering Agreement.
2. Total cost of the preparation of the Preliminary Phase Services "I.A.1. through I.A.4" itemized in Exhibit I shall not exceed \$45,000.
3. Total cost of the Design Phase Services "I.B.1 through I.B.8" itemized in Exhibit I shall not exceed \$160,000.
4. In addition to the forgoing CONSULTANT shall be reimbursed at cost plus an overhead fee (not to exceed 15 percent) for the following Direct Hourly Expenses when incurred in performance of the work.
 - a. Client approved outside professional and technical services.

- b. Project-specific reproduction and reprographic charges.
- c. Other acceptable costs for such additional items and services as may be required by the CITY to fulfill the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CITY: "CITY OF BLUE EARTH"

CONSULTANT: "BOLTON & MENK, INC."

Mayor

Manager, Fairmont Office

City Administrator

EXHIBIT I

ADDENDUM NO. 1 PROFESSIONAL AGREEMENT GENERAL ENGINEERING SERVICES BLUE EARTH, MINNESOTA

The CONSULTANT agrees to provide civil engineering services required for the replacement and construction of the underground public utilities and the improvement of the following streets in Blue Earth; herein referred to as the Project:

1. Gorman Street from Seventh Street to Fourteenth Street.
2. Twelfth Street from Galbraith Street to Rice Street.

I.A. PRELIMINARY PHASE

1. Conduct field surveys to obtain information for preliminary design and preparation of the Feasibility Engineering Report.
2. Prepare Feasibility Engineering Report detailing the proposed improvements to the Project, including estimated cost and project feasibility.
3. Assist with the preparation of the Preliminary Assessment Roll based on the adopted Assessment Policy.
4. Present the proposed project to the City Council and affected owners at the Improvement Hearing.

I.B. DESIGN PHASE

Upon authorization to prepare plans and specifications for the project:

1. Conduct detailed final field surveys and research utility records and plans as necessary to obtain information for detailed design and preparation of construction documents.
2. Meet on a need basis with the CITY, Blue Earth Light and Water and Utility Company personnel to discuss and coordinate construction schedules, utility conflicts, property owner issues and other project concerns.
3. Perform final design and prepare plans and specifications for the Project including a complete breakdown of quantities of construction and estimated cost of construction. The cost estimate will be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates shall be for the general information of the CITY and no warranty or guarantee as to the accuracy of construction estimates is made. The CITY agrees that costs for project financing shall be based upon actual, competitive bid prices with reasonable contingencies.
4. Assist with the preparation of permit applications for MPCA (stormwater/erosion control and sanitary sewer construction) and Minnesota Department of Health (watermain construction).

5. Provide bid documents comprising construction plans, construction specifications and construction contract in accordance with the requirements of the CITY, MPCA and MDH.
6. Attend the public bid letting, analyze bids received by the CITY for completeness and accuracy and note any omissions and discrepancies.
7. Compile a bid summary comprising the results of the bids and write a letter to the CITY recommending award of the construction contract to the apparent low bidder based upon analysis of the bids received.
8. Prepare project contracts after award of contract.

I.C. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Sections I.A. and I.B. of this Exhibit shall be considered not part of this Agreement and may be authorized by the CITY as Additional Services. Additional Services consist of those services which exceed the provisions of this Agreement; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. **EASEMENT & ACQUISITION SERVICES.** Boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation and testimony.
2. All other services not specifically identified in Sections I.A. or I.B., including soil testing services of an independent testing laboratory.