

**ADDENDUM NO. 2**  
**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. 2 to the General Engineering Agreement as follows:

**SECTION I - CONSULTANT'S SERVICES**

The Engineer agrees to provide professional engineering services in conjunction with the storm water study and preliminary design of storm water improvements to the Royal Acres, St. Luke's Lutheran Care Center and Blue Earth Area School property drainage area in the southeast portion of Blue Earth 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 storm water study and preliminary design of storm water improvements as itemized in Exhibit I shall not exceed \$25,000.
3. 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. 2 PROFESSIONAL AGREEMENT GENERAL ENGINEERING SERVICES BLUE EARTH, MINNESOTA

The CONSULTANT agrees to provide civil engineering services required for the storm water study and preliminary design of storm water improvements to the Royal Acres, St. Luke's Care Center and Blue Earth Area School property drainage area in Blue Earth; herein referred to as the Project.

#### I.A. STORM WATER STUDY

1. Review and update existing watershed and drainage area maps of the Project.
2. Drainage basins and sub-basins will be identified within the drainage area.
3. The watershed conditions will be computer modeled to generate resultant storm water flows for the 5-year, 10-year and 100-year rainfall events.
4. Design runoff rates and volumes will be computer based on the existing and projected land development within the study area.
5. Storm water detention will be studied with recommendations to provide detention of the 5-year, 10-year and 100-year frequency storm.

#### I.B. PRELIMINARY DESIGN

1. Design parameters and assumptions (storm type, curve number, rainfall intensity, coefficient of runoff, drainage area, etc.) will be tabulated for each reach of storm sewer and area served by a detention facility.
2. The existing storm sewer system serving the project area will be analyzed for design capacity to determine extent and preliminary design of required improvements.
3. Prepare Feasibility Report detailing the proposed improvements to be the storm water drainage system, including cost estimates.

#### 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.