



AMENDMENT TO AGREEMENT

Project: Columbia Street
Foundation Drive to 1500' North

Stockwell Project No.: 19104

This is an Amendment to the Agreement for Professional Services (hereinafter "Agreement") dated June 21, 2019, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF HARRISBURG**, (hereinafter "Client"), for the above mentioned project. Revisions to the Agreement are as described below.

Client City of Harrisburg
P.O. Box 26
Harrisburg, SD 57032

Amendment No. 1

Attachments: Amendment for Professional Services

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached correspondence dated March 20, 2020.

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

Original Agreement Amount:	\$27,080.00
Net Previous Amendments:	\$0.00
Current Agreement Amount:	\$27,080.00
Change this Amendment:	\$41,942.00
New Agreement Amount:	\$69,022.00

Client and Stockwell hereby amend the Agreement as set forth within. 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

STOCKWELL ENGINEERS, INC.

Signed: _____

Signed: _____

Name (printed): _____

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

Title: _____

Title: President

Date: _____

Date: _____

Amendment for Professional Services

City of Harrisburg
Columbia Street – Foundation Drive to 1500' North



March 20, 2020

Mr. Joe Stonesifer
City of Harrisburg
PO Box 26
Harrisburg, SD 57032

Re: Amendment for Professional Services
Columbia Street – Foundation Drive to 1500' North

Dear Mr. Stonesifer,

Stockwell Engineers, Inc. (Stockwell) appreciates the opportunity to provide additional services for the abovementioned project. Stockwell's services will be provided in the manner described in this Proposal. The **City of Harrisburg** is referred to as the "Client"

Scope of 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 | Contracts

- 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.

Deliverables: Executed contract documents; and contractor's notice to proceed.

Task 2 | Construction Administration

- 2.1 Assist Client in procuring 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.
- 2.2 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.

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- 2.3 Review and make comment on shop drawings or other product submittals from contractor
- 2.4 Mark removal limits of appropriate items.
- 2.5 Document conditions of project site prior to construction beginning by means of video.
- 2.6 Observe construction activities on a part time basis estimated at 30 hours per week during utility construction and 5 hours per week at all other times 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.
- 2.7 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 2.8 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 2.9 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 2.10 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 2.11 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 2.12 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 2.13 Prepare monthly progress payment request forms for Client and Contractor to execute.
- 2.14 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 unanticipated effort by Stockwell shall be considered an additional service.
- 2.15 Prepare final change order to reflect as-built quantities and final pay request forms for Client and Contractor to execute.
- 2.16 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 and mark repairs in the field. Exhaustive site visits or coordination resulting in unanticipated effort by Stockwell shall be considered an additional service.

[Deliverables: Preconstruction meeting minutes; change orders; pay requests; biweekly progress reports; certificate of completion; punch lists.](#)

Task 3 | Construction Staking

- 3.1 Mark proposed improvements and elevations as shown on the plans.

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- 3.2 Reset boundary markers found at the time of survey but are removed during construction.

Task 4 | Project Closeout

- 4.1 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 4.2 Survey as-built locations and elevations of utility appurtenances accessible at ground surface.
- 4.3 Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.

[Deliverables: Notice of termination; and record drawings.](#)

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.
- Materials Testing.
- Coordination of warranty repairs.
- Public Meetings.
- Change Order Work.

Period of Service

The period of Stockwell's construction administration's service is significantly impacted by the Client's Contractor and its construction schedule. Therefore, work requiring observation that exceeds the time provisions of the Contractor's construction contract shall be an additional service.

Compensation

Compensation for services provided by Stockwell pursuant to this amendment will be as outlined below excluding sales or excise tax (based on construction costs of \$548,400).

- **Total** **\$41,942.00**

The level of effort required of Stockwell to accomplish the services described in this Amendment may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the maximum compensation amount, Stockwell

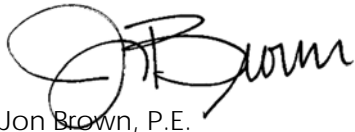
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will notify Client in writing. Stockwell will not perform services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Jon Brown". The signature is stylized with large, overlapping loops.

Jon Brown, P.E.
President



CLIENT

City of Harrisburg

PROJECT:

Columbia Street - Foundation Drive to 1500' North

Project Fee Estimate

Task Description	Estimated Person Hours Required									Totals by Task		
	Engineers			Surveyors			Technicians		Admin			
	Mitch Mergen	Jon Fischer	Dane Ekdorn	Joe Whitlock	Chad Barutt	Logan Hanzel	Pam Kruger	Dan Renner	Katie Lee	Expenses	Hours	Fee
Contracts	1						4				5	\$685
Construction Administration	6	24	116				4	90	4	\$1,380	244	\$30,730
Construction Staking				5	24	20				\$1,300	49	\$6,760
Project Closeout	1		5		4	4		20		\$263	34	\$3,767
									Total Project Fee			\$41,942