

AMENDMENT TO AGREEMENT

Project: Southeast Infrastructure Improvements**Stockwell Project No.:** 21259

This is an Amendment to the Agreement for Professional Services (hereinafter "Agreement") dated July 7, 2021, 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:** Scope of Basic Services

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached Scope of Basic Services dated August 31, 2022.

Schedule: Stockwell will endeavor to adhere to the schedule provided below.

Phase	Estimated Fee	Schedule
1 Schematic Design	\$332,657	Sep-Dec 2022
2 Design Development	\$418,442	Jan-May 2023
3-4 Construction Docs & Bidding	\$357,581	Jun-Oct 2023
5-7 Construction Admin & Closeout (Time & Materials)	\$820,103	Nov 2023-Aug 2025
Total Basic Compensation	\$1,928,783	

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

Original Agreement Amount:	\$56,017.00
Net Previous Amendments (None):	\$0.00
Current Agreement Amount:	\$56,017.00
Change this Amendment:	\$1,928,783.00
New Agreement Amount:	\$1,994,800.00

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: _____

ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING**STOCKWELLENGINEERS.COM / 605.338.6668 / SIOUX FALLS / YANKTON**

SCOPE OF BASIC SERVICES

Date: August 31, 2022

Client: City of Harrisburg

Project: Southeast Infrastructure Improvements

Work Order No: 21259

Description: In general, the Work consists of schematic design, plan development, and construction administration services to improve sanitary sewer, storm sewer and water main facilities as recommended within the City's Water and Sewer studies on file at City Hall. Project limits shall be as identified in the attached illustration.

Attachments: Illustrative map of project limits.

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. Stockwell to perform services in a phased sequence. Owner to provide such reviews, approvals, and consents from others as may be necessary for completion of each phase or milestone of the Project. Significant changes to previously approved phases shall be considered an additional service. The scope is organized into the following phases.

Phase 1 | Schematic Design

- 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.
- 1.4 Develop project informational website. Maintain project website and update periodically as project progresses.
- 1.5 Schedule and Coordinate progress meetings. Prepare and distribute meeting notes to attendees.
- 1.6 Assist Client in procuring geotechnical or other exploratory service contracts. Client to contract services separately and provide report to be utilized by Stockwell. 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.
- 1.7 Recommend location and extent of exploratory services necessary for the Project.
- 1.8 Propose general layout and alignment of improvements. Improvements to be designed to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 1.9 Develop preliminary elevations of the roadway and corridor.
- 1.10 Identify rights-of-way (ROW) and easements required for the Project
- 1.11 Review preliminary layouts with Client's staff.
- 1.12 Review preliminary layouts with stakeholders. Anticipated groups include private utility companies and neighboring property owners.
- 1.13 Develop preliminary opinion of estimated construction costs for the Project.
- 1.14 Assist Client in developing overall project budget and funding strategy.
- 1.15 Identify phasing plan for improvements based on Client's funding strategy.
- 1.16 Prepare schematic plan submittal. Schematic plan to contain information suitable to convey to the Client the following:
 - 1.16.1 General layout of improvements
 - 1.16.2 Impacted stakeholders.
 - 1.16.3 Construction phasing.
 - 1.16.4 Preliminary opinion of construction
 - 1.16.5 Land acquisitions necessary to construct the Project.
 - 1.16.6 Client's budget and funding strategy.

Scope of Basic Services

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Southeast Infrastructure Improvements

- 1.17 Submit one electronic pdf copy of the schematic plan to Client for review.
- 1.18 Submit one electronic pdf copy of the schematic plan to the following entities for comment.
 - 1.18.1 Private utility companies.
- 1.19 Address comments to review documents and incorporate into final deliverables.
- 1.20 Coordinate and conduct public meeting. Prepare informative exhibits and presentations as necessary.
- 1.21 Deliver electronic pdf copies of the finalized schematic plan to review entities.
- 1.22 Deliver to Client one electronic pdf copy of the finalized schematic plan.

Stockwell's services under schematic design phase will be considered complete on the date when Stockwell has delivered to Client the finalized schematic plan.

Deliverables: Meeting Notes, Schematic Plan, Cost Estimates

Phase 2 | Design Development

- 2.1 Layout and design the project improvements based on Client approved schematic plan. Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 2.2 Assist Client in procuring geotechnical or other exploratory service contracts. 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.
- 2.3 Design sanitary sewer system within project limits to serve boundary limits approved by Client. Facilities shall be designed to convey wastewater for future land uses as identified by Client.
- 2.4 Design water mains and appurtenances within project limits to Client's standards.
- 2.5 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.
- 2.6 Coordinate roadway design with drainage facilities and underground utilities. Design roadway 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.
- 2.7 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.
- 2.8 Develop Autodesk corridor model of the roadway. Model to include triangular irregular network (TIN) of the finished grade and subgrade surface.
- 2.9 Develop Autodesk pipe network for main line utilities and perform interference evaluations.
- 2.10 Determine removal limits for the Project Site.
- 2.11 Estimate amount of earthwork required to construct project.
- 2.12 Coordinate and conduct a meeting with private utility companies to review plan development. Utility companies to provide location, size, alignment and elevation of its facilities and report conflicts to Stockwell.
- 2.13 Assist Client with funding applications. Assistance generally includes cost estimates and exhibits to include in applications. Facility plans or other studies necessary to include with funding applications is an additional service.
- 2.14 Prepare 60% design development documents. Where applicable, Stockwell shall utilize Client's drafting standards. Design development documents to contain information suitable for Client to evaluate and provide comments.
- 2.15 Prepare 60% cost opinions.
- 2.16 Submit design development documents to the following entities for comment.
 - 2.16.1 Private Utility Companies.
- 2.17 Meet and review design development documents with Client. Address comments to review documents and incorporate into final deliverables.

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- 2.18 Deliver to Client an electronic pdf copy of Stockwell's finalized design development document and cost opinion.

Stockwell's services under design development phase will be considered complete upon approval of each design development milestone (60%)

Deliverables: Design Development Documents, Cost Opinions

Phase 3 | Construction Documents

- 3.1 Finalize design.
- 3.2 Prepare one (1) set of construction documents to align with Client's funding strategy. 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.
- 3.3 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 3.4 Coordinate with Client's legal staff to prepare easements and ROW documents for Client to negotiate and execute. As an additional service, Stockwell will assist Client and attend property owner meetings as requested.
- 3.5 Perform Internal Quality Assurance Procedures
- 3.6 Submit three copies of construction documents and Stockwell's opinion of probable construction cost to Client for review.
- 3.7 Submit construction documents to the following entities for comment.
 - 3.7.1 SDDANR
 - 3.7.2 Private Utility Companies.
- 3.8 Address comments to review documents and incorporate into final deliverables.
- 3.9 Deliver copies of final construction documents to review entities.
- 3.10 Deliver to Client an electronic pdf copy of the finalized construction documents for bidding purposes and Stockwell's opinion of probable construction cost.

Stockwell's services under construction documents phase will be considered complete on the date when Stockwell has delivered to Client the finalized construction documents for bidding.

Deliverables: Opinion of probable construction cost; construction documents for bidding purposes, Notice of Intent; ROW Documents

Phase 4 | Bidding

- 4.1 Provide bidding documents to prospective bidders.
- 4.2 Maintain a list of plan holders.
- 4.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 4.4 Attend the bid opening and administer letting.
- 4.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 4.6 Attend council meeting to present recommendation to Client.

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

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Phase 5 | Pre-Construction

- 5.1 Prepare construction agreement and submit to Contractor for signature.
- 5.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 5.3 Prepare Contractor's notice to proceed.
- 5.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 5.5 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.
- 5.6 Prepare conformed set of construction documents. Conformed set to include notes of modifications made by addenda for the convenience of the Client's Contractor. Conformance set shall not supersede or substitute contract documents of the construction contract.
- 5.7 Review and make comment on shop drawings or other product submittals from contractor
- 5.8 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.
- 5.9 Coordinate and conduct one public meeting. Prepare informative exhibits and presentations as necessary.

Deliverables: executed contract documents; contractor's notice to proceed; Preconstruction meeting minutes

Phase 6 | Construction Administration

- 6.1 Mark removal limits of appropriate items.
- 6.2 Document conditions of project Site prior to construction beginning by means of video.
- 6.3 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.
- 6.4 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 6.5 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 6.6 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 6.7 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 6.8 Establish benchmarks and control points for Contractor to set lines and levels using acceptable surveying practices. Contractor to preserve and protect benchmarks during construction operations. Resetting of benchmarks shall be an additional service. Benchmarks to be established include the following:
 - 6.8.1 Site
 - Site limits at 50-ft intervals
 - 6.8.2 Underground
 - Alignments and elevation of mainline piping at 50-ft intervals
 - Locations and elevation of utility structures and appurtenances
 - 6.8.3 Earthwork
 - Slope stakes at 50-ft intervals
 - Elevation of subgrade (blue-top) at 50-ft intervals and critical deflection points
 - Elevation of subgrade (blue-top) at 50-ft intervals and critical deflection points
 - 6.8.4 Surfacing
 - Alignment and elevation of curb and gutter at 50-ft intervals and critical deflection points

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- 6.9 Prepare monthly progress payment request forms for Client and Contractor to execute.
- 6.10 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.
- 6.11 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 6.12 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 6.13 Prepare final change order to reflect as-built quantities and final pay request forms for Client and Contractor to execute.

Stockwell's services under construction administration phase will be considered complete on the date when Stockwell has delivered to Client the final change order forms. The Contractor's schedule and rate of production are beyond Stockwell's control. Unanticipated effort spent by Stockwell to observe or otherwise administer the construction contract shall be an additional service.

Deliverables: Change orders; pay requests; biweekly progress reports; certificate of completion; punch lists

Phase 7 | Project Closeout

- 7.1 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 7.2 Reset boundary markers found at the time of survey but are removed during construction.
- 7.3 Survey as-built locations and elevations of utility appurtenances accessible at ground surface.
- 7.4 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.
- 7.5 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: notice of termination; record drawings; project file; warranty punch list

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.

- Environmental Review
- Geotechnical or other exploratory services
- Materials Testing
- Coordinating and Negotiating Land Acquisitions
- Wetland Delineation
- Title search of properties
- Assessment roll
- Coordination of warranty repairs
- Development of Cost Recovery Districts
- Change Order Work

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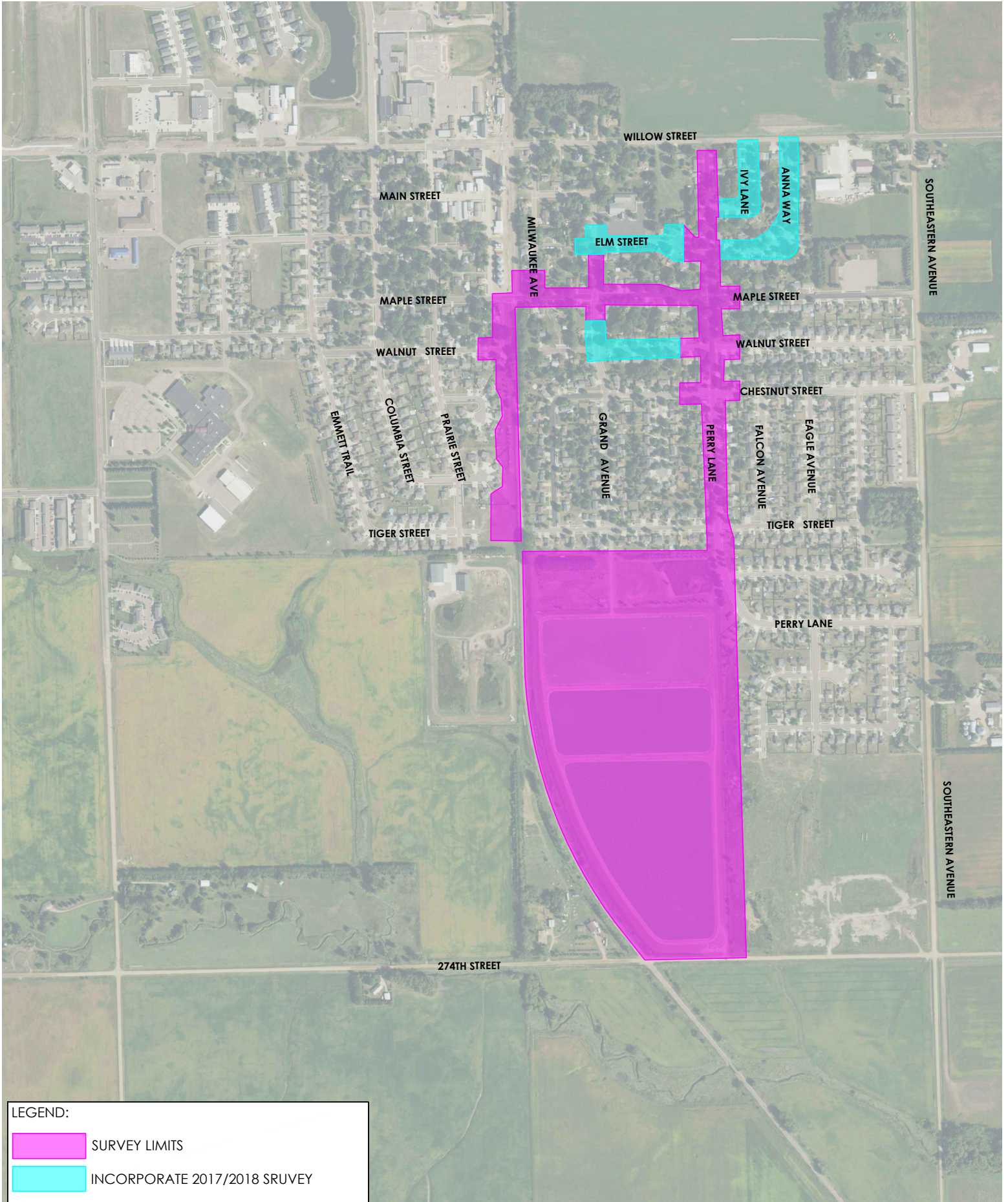
Compensation

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

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

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

End Scope of Basic Services



LEGEND:

- SURVEY LIMITS
- INCORPORATE 2017/2018 SRUVEY

SE AREA EXHIBIT.dwg

Survey Limits

SE Area Improvements



Scale: 1" = 800'

