

AMENDMENT NO. 1 TO L30676

Contract Start Date:	7/25/2022	Original Total Amount:	\$92,265.00
Original Completion Date:	4/30/2023	As Previously Amended:	\$92,265.00
Amendment Completion Date:	12/31/2023	Current Amendment:	\$19,800.00
Resolution:	23-0781R	New Total Contract Amount:	\$112,065.00

This amendment, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as "City", and Bolton & Menk located at 4960 Miller Trunk Highway, Suite 550, Duluth, MN 55811, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on July 25, 2022, City and Consultant entered into an agreement bearing City of Duluth Contract No. L30676 for Construction Management and Inspection for CIPP Lining, which Contract has not been previously amended, and which Contract is hereinafter referred to as the "Contract"; and

WHEREAS, both parties desire to amend the Contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follows:

In this Amendment changes in the language of the Contract which delete language will be shown as stricken and language added to the contract language will be underlined.

Revision 1. The Completion Time described in Section II. G. 18) of the Contract is hereby amended as follows:

The construction administration and inspection phase shall be completed by ~~April 30, 2023~~ December 31, 2023.

Revision 2. The Total Not to Exceed described in Section V. C. of the Contract is hereby amended as follows:

All payments under this Contract are not to exceed ~~Ninety Two Thousand, Two Hundred Sixty-Five and 00/100 Dollars (\$92,265.00)~~ One Hundred Twelve Thousand, Sixty-Five and 00/100 Dollars (\$112,065.00).

Revision 3. The Special Provisions described in Section VI. of the Contract are hereby amended as follows:

The following exhibits are attached to and made part of this agreement:

- 1) Exhibit A, Engineer's Hourly Rates
- 2) Exhibit B, Engineer's Proposal

- 3) Exhibit C, Amendment 01 Request-Construction Management City of Duluth 2022 Citywide Sanitary Sewer CIPP Lining City of Duluth, dated September 1, 2023.

In all other respects the contract, together with all of its terms, covenants and conditions, is hereby confirmed in its entirety.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below:

CITY OF DULUTH

By:

Mayor

Attest:

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

BOLTON & MENK

By:

Company Representative

Its:

Title of Representative

Date: _____



Real People. Real Solutions.

4960 Miller Trunk Highway
Suite 550
Duluth, MN 55811

Ph: (218) 729-5939
Bolton-Menk.com

September 1, 2023

Tim Sanders, P.E.
City of Duluth
411 West 1st Street
Duluth, MN 55808

RE: Amendment 01 Request - Construction Management
City of Duluth 2022 Citywide Sanitary Sewer CIPP Lining
City of Duluth
Project No.: 0U1.128285

Dear Tim,

Thank for the opportunity to present this request for an amendment to the Construction Management project for the 2022 CIPP Lining. As previously discussed, Veit continues to work on the 2022 Citywide Sanitary Sewer CIPP Lining, exceeding the original schedule identified in the original scope of work. b We are requesting amendment to the original agreement in the amount of \$19,800. This amendment will provide the necessary budget to continue construction administration services for approximately three (3) additional weeks on the project. See the attached agreement and fee schedule for your review.

If you have any questions or comments you can reach me by phone (218) 830-0512 or email adam.nix@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Adam Nix, P.E.
Senior Project Engineer

CC:

Brian Simmons, P.E. – Bolton & Menk, Inc. Principal In Charge
Joshua G. Stier, P.E. – Bolton & Menk, Inc. Duluth Workgroup Leader

**AMENDMENT #01 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF DULUTH, MN AND BOLTON & MENK, INC.**

This AMENDMENT #01 ("Amendment") to the original Agreement for Professional Services between CITY OF DULUTH ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated July 25th, 2022 (the "Agreement") is made and entered into on this 1st day of September, 2023.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with construction services in connection with the 2022 Citywide Sanitary Sewer CIPP Lining (the "Project");

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Attachments A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #01 to be executed by their duly authorized representatives on the dates written below.

CITY OF DULUTH, MN

BOLTON & MENK, INC.

SIGNED: _____

SIGNED: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #001

This **SCOPE ATTACHMENT** is part of **AMENDMENT #01** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment

SECTION I – GENERAL

1. No change in general conditions has been requested.

SECTION II – BASIC SERVICES

1. No change in basic services has been requested.

SECTION III – CITY’S RESPONSIBILITIES

1. No change in OWNER responsibility has been requested.

SECTION IV – GENERAL CONSIDERATIONS

1. No change in general considerations has been requested.

SECTION V – PAYMENT

1. See Exhibit B-001 – Fee attachment for amendment of fees.

SECTION VI – SPECIAL PROVISIONS

1. No change in special provisions has been requested.

SECTION VII - COUNTERPARTS

3. No change in counterparts (contract execution) has been requested.

EXHIBIT B – FEE ATTACHMENT

This **FEE ATTACHMENT** is part of **AMENDMENT #01** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

AMENDMENT (SERVICES AND DELIVERABLES)		Amount
Deliverable 1	Project Engineer, 40 hrs/wk, 3 wks, \$165/hr	\$19,800
THIS AMENDMENT TOTAL		\$19,800

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT		\$92,265
AMENDMENT #01 CHANGE (September 1, 2023)	Extended duration of construction services due to contractor schedule.	\$19,800
NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED		\$112,065

2. **MAXIMUM FEE**. The Maximum Fee will not exceed: \$112,065.

3. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.