

# Attachment A

## AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF ARDEN HILLS AND BOLTON & MENK, INC.

This AMENDMENT #1 ("Amendment") to the original Agreement for Professional Services between City of Arden Hills, MN ("OWNER") and Bolton & Menk, Inc. ("ENGINEER") dated June 22, 2020 (the "Agreement") is made and entered into on this 3<sup>rd</sup> day of April, 2023.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with engineering, design, procurement, and construction services in connection with the Lift Station 10 Rehabilitation Project (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 A. 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 #1 to be executed by their duly authorized representatives on the dates written below.

CITY OF ARDEN HILLS, MN

BOLTON & MENK, INC.

SIGNED: \_\_\_\_\_

SIGNED:  \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Seth A. Peterson

TITLE: \_\_\_\_\_

TITLE: Senior Principal Engineer

DATE: \_\_\_\_\_

DATE: April 3, 2023

**EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #1**

This **SCOPE ATTACHMENT** is part of **AMENDMENT #1** 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.

Exhibit A is the letter dated February 15, 2023 to David Swearingen, P.E.



**BOLTON  
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue  
Burnsville, MN 55337-1649

Ph: (952) 890-0509  
Fax: (952) 890-8065  
Bolton-Menk.com

February 15, 2023

David Swearingen, P.E.  
Public Works Director/City Engineer  
City of Arden Hills  
1245 West Highway 96  
Arden Hills, MN 55112-5743

Re: Lift Station 10 - Arden Hills, Minnesota  
Contract Amendment Request

Dear Mr. Swearingen:

This letter is a follow-up to your October 28, 2022 request for more information related to our request for a contract amendment for the Lift Station 10 project. As I noted in my September 1, 2022 letter the construction phase has taken longer than originally anticipated due to delays in equipment delivery and delays in dealing with Xcel Energy and the new electrical service. These delays have required additional time on our part that was not part of our original scope. We have completed the final close-out documents with the contractor on this project recently and the project should be completed.

As I noted in my previous letter, we noted in our June 1, 2020 scope and fee letter the following regarding construction phase services:

*'Because the engineer has no direct control over the scheduling or operations of the project contractor, construction phase services described in this proposal are estimated based on similar projects and are proposed to be provided on an hourly basis at the rates noted.'*

We are asking only for additional \$5,000 to cover some of our costs for the construction phase services. You had asked for additional backup including hours and dates of service. Attached to this letter is a summary of the total hours and costs we have on this project. These total just over \$12,000 and as noted above, I'm only asking for \$5,000 to help cover some of my costs on this project.

We appreciate your consideration of this request and we are happy that this project has been closed out with the contractor. If you need any additional information or have any questions on the above, please do not hesitate to give me a call at (612) 803-5223.

Respectfully submitted,

**Bolton & Menk, Inc.**

**Seth A. Peterson, PE**  
Senior Principal Environmental Engineer

Employee/Account	Hours	Billing
<b>LABOR</b>	<b>83.50</b>	<b>\$12,120.00</b>
Preheim, Seth	11.50	\$1,610.00
Humburg, Jacob	1.00	\$170.00
Ornes-Ward, Kaija	11.00	\$1,595.00
Dunlap, Joseph	56.00	\$8,185.00
Thompson, Peter	4.00	\$560.00
<b>EXPENSE</b>		
<b>GRAND TOTAL</b>	<b>83.50</b>	<b>\$12,120.00</b>

Employee	Date	Hours	Billing	Comments
			<b>\$1,610.00</b>	
Preheim, Seth	11/16/2022	5.00	\$700.00	
Preheim, Seth	11/17/2022	5.00	\$700.00	
Preheim, Seth	11/21/2022	1.50	\$210.00	

Employee	Date	Hours	Billing	Comments
			<b>\$170.00</b>	
Humburg, Jacob	9/13/2022	0.50	\$85.00	
Humburg, Jacob	9/14/2022	0.50	\$85.00	

Employee	Date	Hours	Billing	Comments
			<b>\$1,595.00</b>	
Ornes-Ward, Kaija	7/18/2022	0.50	\$72.50	
Ornes-Ward, Kaija	7/29/2022	0.50	\$72.50	
Ornes-Ward, Kaija	8/1/2022	3.50	\$507.50	
Ornes-Ward, Kaija	8/2/2022	5.00	\$725.00	
Ornes-Ward, Kaija	8/16/2022	0.50	\$72.50	
Ornes-Ward, Kaija	9/12/2022	0.50	\$72.50	
Ornes-Ward, Kaija	9/13/2022	0.50	\$72.50	

Employee	Date	Hours	Billing	Comments
			<b>\$8,185.00</b>	
Dunlap, Joseph	9/9/2022	1.00	\$145.00	
Dunlap, Joseph	9/12/2022	9.00	\$1,305.00	
Dunlap, Joseph	9/13/2022	5.50	\$797.50	
Dunlap, Joseph	9/15/2022	0.50	\$72.50	
Dunlap, Joseph	9/16/2022	0.50	\$72.50	
Dunlap, Joseph	9/19/2022	0.50	\$72.50	
Dunlap, Joseph	9/21/2022	0.50	\$72.50	
Dunlap, Joseph	9/27/2022	0.50	\$72.50	
Dunlap, Joseph	9/30/2022	0.50	\$72.50	
Dunlap, Joseph	10/4/2022	1.50	\$217.50	
Dunlap, Joseph	10/5/2022	3.50	\$507.50	
Dunlap, Joseph	10/6/2022	3.00	\$435.00	
Dunlap, Joseph	10/10/2022	1.50	\$217.50	
Dunlap, Joseph	10/11/2022	3.50	\$507.50	
Dunlap, Joseph	10/12/2022	3.00	\$435.00	
Dunlap, Joseph	10/13/2022	1.00	\$145.00	
Dunlap, Joseph	10/17/2022	0.50	\$72.50	
Dunlap, Joseph	11/3/2022	2.00	\$290.00	
Dunlap, Joseph	11/4/2022	0.50	\$72.50	
Dunlap, Joseph	11/9/2022	0.50	\$72.50	
Dunlap, Joseph	11/10/2022	2.00	\$290.00	
Dunlap, Joseph	11/11/2022	0.50	\$72.50	
Dunlap, Joseph	11/14/2022	1.00	\$145.00	
Dunlap, Joseph	11/15/2022	2.50	\$362.50	
Dunlap, Joseph	11/16/2022	0.50	\$72.50	
Dunlap, Joseph	11/17/2022	1.00	\$145.00	
Dunlap, Joseph	11/18/2022	1.00	\$145.00	
Dunlap, Joseph	11/21/2022	0.50	\$72.50	
Dunlap, Joseph	11/22/2022	1.00	\$145.00	
Dunlap, Joseph	12/19/2022	1.00	\$145.00	
Dunlap, Joseph	12/20/2022	0.50	\$72.50	
Dunlap, Joseph	12/23/2022	0.50	\$72.50	
Dunlap, Joseph	1/5/2023	0.50	\$79.00	
Dunlap, Joseph	1/6/2023	2.00	\$316.00	
Dunlap, Joseph	1/9/2023	2.00	\$316.00	
Dunlap, Joseph	1/10/2023	0.50	\$79.00	



Employee	Date	Hours	Billing	Comments
			<b>\$560.00</b>	
Thompson, Peter	8/16/2022	0.50	\$70.00	
Thompson, Peter	8/18/2022	3.00	\$420.00	
Thompson, Peter	8/31/2022	0.50	\$70.00	