

November 11, 2019

David Spooner  
Manager of Facilities  
Independent School District 709  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55811

Re: Public School Stadium Track Reconstruction – NCE Contract Amendment

Dear David:

As discussed, we have nearly reached our estimated construction engineering services for the project. Since the project will extend into 2020, we are requesting an amendment to our Owner Engineer agreement (EJCDC E-500 Contract). We estimate that we will require an additional 52 hours of construction engineering services at \$130.00 per hour. In the amendment we are requesting **\$6,760.00** of fee that will be billed hourly not to exceed. Please review and let us know if you have any questions or concerns.

Thank you.

Sincerely,



David Bolf, P.E.  
Northland Consulting Engineers, LLP

CC: Trent Prigge, Northland Consulting Engineers, LLP

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 11, 2018.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No. 1**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 11-07-2018
- b. Owner: Independent School District 709
- c. Engineer: Northland Consulting Engineers LLP
- d. Project: Public School Stadium Track Reconstruction

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

*[List other Attachments, if any]*

5. Agreement Summary (Reference only)

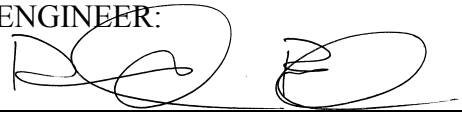
a. Original Agreement amount:	\$ <u>75,635.00</u>
b. Net change for prior amendments:	\$ _____
c. This amendment amount:	\$ <u>6,760.00</u>
d. Adjusted Agreement amount:	\$ <u>82,395.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:



By: \_\_\_\_\_

By: David Bolf, PE

Title: \_\_\_\_\_

Title: Principal Civil Engineer

Date Signed: \_\_\_\_\_

Date Signed: 11-11-2019