

EXHIBIT A

AMENDMENT NO. 1 TO C22923

Contract Start Date: August 9, 2016	Original Total Amount:	\$70,992.00
Original Completion Date: January 31, 2017	As Previously Amended:	\$70,992.00
Amendment Completion Date: August 31, 2017	Current Amendment:	\$ 9,877.75
Resolution: 17-0392R	New Total Contract Amount:	\$80,869.75

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 LHB, Inc. located at 21 W. Superior St., Suite 500, Duluth, MN 55802, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on August 9, 2016, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22923 for consulting services for master planning for the Western Waterfront Parks and Trail, which Contract has not been previously amended; 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 fourth paragraph of the Contract is hereby amended as follows:

WHEREAS, Consultant submitted a proposal to provide services for the Project (the "Proposal"), a copy of which is attached hereto as Exhibit A and Exhibit B; and

Revision 2. The Fees described in Section II of the Contract is hereby amended as follows:

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of ~~Seventy Thousand Nine Hundred Ninety Two and 00/100th dollars (\$70,992.00)~~ Eighty Thousand, Eight Hundred Sixty-Nine and 75/100 Dollars (\$80,869.75) inclusive of all travel and other expenses associated with the Project, payable from Fund 452-030-5530; Resolution No. 16-0485R passed on July 18, 2016 and Resolution No. 17-0392R passed on May 12, 2017. All invoices for services rendered shall be submitted monthly to the attention of the Manager. Payment of expenses is subject to the City's receipt of reasonable substantiation/back-up supporting such expenses.

Revision 3. The Agreement Period described in Section III, paragraph 5 of the Contract is hereby amended as follows:

The term of this Agreement shall commence on the Effective Date and performance shall be completed by ~~January 31, 2017~~ August 31, 2017.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the effective date thereof.

CITY OF DULUTH

LHB, Inc.

By: _____
Mayor

By: _____

Attest:

Its: _____
Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



PERFORMANCE
DRIVEN DESIGN.
LHBcorp.com

EXHIBIT B

May 10th, 2017

Lisa Luukkala
City of Duluth
City Hall, 411 West 1st Street
Duluth, MN 55802

WESTERN WATERFRONT TRAIL & PARKS MASTERPLAN Additional Services Amendment No. 1

Lisa,

It has been a privilege to work with you and City staff on the Western Waterfront Trail & Parks Masterplan project. In accordance with our ongoing discussions and masterplan efforts, we have prepared the below summary for an Additional Services Amendment to cover the extra work encountered on this project.

Additional project costs requested by this amendment are due to a number of factors including revised project scope, added work scope, delayed schedule and the availability of information to complete the anticipated tasks. The areas where scope was exceeded along with the additional fee is listed below, as are additional services with anticipated fee:

1. Property & Environmental Technical Review & Exhibit Preparation for existing trail re-route at Tate & Lyle parcel: Upon request, LHB met with Tate & Lyle, and Spirit Lake Marina staff to discuss the feasibility of re-routing the existing trail through their properties to alleviate BN's concern for railroad crossing and trail proximity to an active line. Additional work not included in the contract included site visits to assess two alternative alignments (one inland & one riverside) and the feasibility of wetland impacts, slope conditions, and utilizing right of way property for trail re-route as well as preparation of alignment alternative maps with estimated opinion of costs.
Additional labor spent = **\$1,914.25**
2. Additional stakeholder planning workshop & City staff coordination: Upon request, LHB facilitated a fifth advisory meeting to round out stakeholder participation and get further input on three plausible trail scenarios (Trail & Rail, Rail to Trail, & River Friendly with Upland Trail Extension). Prior to the workshop, LHB gave a presentation to the Mayor summarizing the process to date and a briefing on the workshop's activities and goals. Additional effort included preparation of workshop material, 4-hour facilitation, coordination meetings with City staff, and a detailed meeting summary.
Additional labor spent = **\$3,441.50**

21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
200 Third Avenue Northeast, Suite 100		Cambridge, MN 55008		763.689.4042
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902

3. The City has requested that LHB add park programming and conceptual design services to the project scope for a sixth site within the waterfront trail corridor. A conceptual site plan with opinion of cost will be developed for Boathouse Point, located on City-owned land, and will be consistent with Kayak Bay, Munger Landing, Slag Point, Boy Scout Landing and the Perch Lake sites designed to date.

Additional anticipated labor = **\$2,752.00**

4. This project has exceeded its original end date of January 2017 due to unavailable information and necessary City correspondence with collaborating partners. Additional project management time, meeting preparation and weekly coordination with City staff will be required to complete the final deliverables by the revised date of August 2017.

Additional anticipated labor = **\$1,770.00**

Total Fee Request for Additional Services = \$9,877.75

We appreciate the opportunity to continue providing services for this project. Upon review if you have any questions concerning this proposal or would like to meet to review, please do not hesitate to call.

LHB



Heidi Bringman, PLA
Landscape Architect Project Manager



Joe Litman, PE
Vice President

c: LHB File # 150625

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