

AMENDMENT NO. 2 TO L 30054

Contract Start Date:	04/03/2018	Original Total Amount:	\$39,450.00
Original Completion Date:	12/31/2018	As Previously Amended:	\$114,450.00
Amendment Completion Date:	12/31/2020	Current Amendment:	\$25,000.00
Resolution:	19-0735R	New Total Contract Amount:	\$139,450.00

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 CR-Building Performance Specialists, Inc., located at 9926 National Forest Lodge Road, Isabella, MN 55607, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on April 3, 2018, City and Consultant entered into an agreement bearing City of Duluth Contract No. L30054 for implementation of a citywide VFA asset management system to refine the system data for the City, which Contract has been previously amended one time, and which Contract and amendment are 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 Services described in Section I of the Contract is hereby amended as follows:

Consultant will provide the following services related to the Project as described in Consultant's Proposal, ~~and attached Proposals identified as Exhibit A-1 and A-2 (the "Services"), and attached Proposal identified as Exhibit A-3.~~ Consultant agrees that it will provide its services at the direction of the Director of Public Administration ("Director"). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

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 ~~Thirty Nine Thousand, Four Hundred Fifty and 00/100 Dollars (\$39,450.00) One hundred fourteen thousand, four hundred fifty and 00/100 dollars (\$114,500)~~ One Hundred Thirty-Nine Thousand, Four Hundred Fifty and 00/100 Dollars (\$139,450.00) inclusive of all travel and other expenses associated with the Project, payable from fund 110-121-1222-5414 and 205-130-1220-5441, CM205-CONSUL and CM205-MISCPK-ASSET. All invoices for services rendered shall be submitted monthly to the attention of the Director. 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.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 December 31, ~~2018-2019~~2020, unless terminated earlier as provided for herein. This agreement may be extended for two (2) additional one-year periods upon execution of a written amendment signed by both parties. 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.

[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

**CR-BUILDING PERFORMANCE SPECIALISTS,
INC.**

By:

Company Representative

Its:

Title of Representative

Date: _____



BUILDING PERFORMANCE SPECIALISTS

September 10, 2019

RE: City of Duluth
2019 Parks Department Facility Asset
Management (Planning & Energy) Services
Cont'd Tier I Trails & Parks

Erik Birkeland
Property & Facilities Manager
City of Duluth
1532 West Michigan Street
Duluth, MN 55806

Dear Erik,

We greatly appreciate the opportunity to continue to work with the City of Duluth. CR-Building Performance Specialists (CR-BPS) is pleased to present this proposal to provide continued services to complete Tier 1 Trails and Parks included within the Facility Asset Management (Planning & Energy) Program (FAM).

PROJECT UNDERSTANDING

Continue to provide professional services to add to and update VFA facility data so that the City may use it to assist in tracking facility condition information, securing funding, establishing budgets, creating strategic partnerships and setting energy efficiency goals for future projects.

SCOPE OF WORK

To deliver 2019 FAM services for the Parks Department Assets as follows:

- Continue to provide the scope of work listed below for the Park Departments Assets that have yet to be complete using the following prioritization of the assets:

1st Priority Tiers

- Tier 1 Park Campuses Site Amenities and Tier 1 Spine Trail Systems
 - Paved Park Campus Trails in the Tier 1 Parks
- Tier 2 Park Campuses Site Amenities and Tier 2 Spine Trail Systems
 - Paved Park Campus Trails in the Tier 2 Parks
- Tier 3 Park Campuses Site Amenities and Tier 3 Spine Trail Systems
 - Paved Park Campus Trails in the Tier 3 Parks
- Tier 4 Park Campuses Site Amenities and Tier 4 Spine Trail Systems

- Paved Park Campus Trails in the Tier 4 Parks

2nd Priority Tiers

- Limestone surfaced Park Campus Trails
- Bluestone surfaced Park Campus Trails
- Gravel surfaced Park Campus Trails
- Duluth Traverse Spine Trail, natural surface 4 foot wide
- Superior Hiking Trail, natural surface
- Natural surface single track Trails (all other miscellaneous trails not listed above)

The additional fees requested below will allow the following Park Assets to be complete:

- Tier 1 Park Campuses Site Amenities
 - Paved surface Park Campus Trails in the Tier 1 Parks
- Tier 1 Spine Trail System – Lakewalk (remainder of Lakewalk Trail systems)

This work includes the following tasks:

- Coordinate and Collect available background information including, but not limited to: drawings, utility data, and history of prior work completed.
- Complete On-site Assessments
- Data Entry into VFA facility
- Review data with City of Duluth staff assigned to this work
- Assign Park naming designation to each asset.
- Establish standard reports formats that can benefit the city by having easy access to predetermined relevant data. Have this report imported into the Project Delivery Smart Sheet for ease of access to relevant data.
- Normalize cost models to reflect results of last year’s local construction costs.
- VFA system support for assistance with reporting and analysis.

SCHEDULE

Our proposed schedule is to proceed with work upon authorization by the City. CR-BPS will complete the work within a timely manner of the City’s request unless otherwise agreed upon by the City and CR-BPS.

COMPENSATION

Compensation shall be on an hourly, not-to-exceed basis, based on actual hours worked for CR-BPS personnel assigned to the work, plus reimbursable expenses, to be billed monthly.

The annual estimated fee for the identified continued Scope of Services listed above is a not to exceed amount of **\$25,000.00**. This fee includes reimbursable expenses.

The following rate schedule applies:

- Facility Assessor at an hourly rate of \$ 105.00 per hour
- Project Manager at an hourly rate of \$130.00 per hour
- Mechanical/Electrical Engineer, at an hourly rate of \$120.00 per hour

We look forward to continuing to work with you over the coming year. If you have any questions, or need additional information, please do not hesitate to call me at my office at 218.323.7710 or on my cell at 612.360.3889.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Nancy Schultz". The signature is fluid and cursive, with the first name "Nancy" written in a larger, more prominent script than the last name "Schultz".

Nancy Schultz, AIA, LEED AP - Principal and Owner
CR-BUILDING PERFORMANCE SPECIALISTS, INC.