

EXHIBIT A

AMENDMENT NO. 1 TO L 30298

Contract Start Date:	12/11/2019	Original Total Amount:	\$97,500.00
Original Completion Date:	7/31/2020	As Previously Amended:	\$122,045.00
Amendment Completion Date:	7/31/2020	Current Amendment:	\$26,070.00
Resolution:	20-0173R	New Total Contract Amount:	\$245,615.00

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 HGA, Inc. located at 420 North 5th Street, Suite 100, Minneapolis, MN 55401, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on December 11, 2019, City and Consultant entered into an agreement bearing City of Duluth Contract No. L30298 for professional engineering services for the Balance of Plant Connection as part of the Steam to Hot Water Conversion project, which Contract has been previously amended twice, 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 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 ~~Two Hundred Nineteen Thousand Five Hundred Forty Five~~ and no/100ths Dollars (\$245,615.00).

Revision 2. The Special Provisions described in Section VI. 2) of the Contract is hereby amended as follows:

Exhibit B, Engineer's Proposal entitled Engineering Services for DES HW Distribution System Balance of Plant dated November 8, 2019; Exhibit B-1 Engineer's Proposal entitled Duluth Energy System – Electrical System Design and Construction Administration dated February 14, 2020, and Exhibit B-2 Engineer's Proposal entitled Duluth Energy Systems – HW conversion, additional services for equipment and controls dated June 24, 2020.

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

HGA, INC.

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

June 24, 2020

WRITER'S DIRECT DIAL 612-758-4410

Amanda Ashbach
City Purchasing Agent
City of Duluth
411 West First Street, Room 120
Duluth, MN 55802
aashbach@duluthmn.gov

Re: Duluth Energy Systems – HW conversion, additional services for equipment and controls

Dear Ms. Ashbach:

HGA has identified additional services for the Steam to Hot Water Conversion project that are beyond our contracted scope. Given the project schedule, we have worked quickly to respond to the requests from Ever-Green Energy to take over the control system design and make review comments on the hardware being provided. HGA requests additional compensation to complete the following:

1. New Electrical Infrastructure:
Re-run the load calculations and update the drawings to allow the future addition of 2 large electric motors of approximately 200 HP (total) to support EGE's future NFPA upgrades. Includes structural support of the electrical components.
2. Design for Condensate Receiver:
Design system to use variable speed pumps instead of constant speed pumps, eliminating control valve and pressure sensor. This is expected to reduce operating costs by \$5,500 annually, based on savings from pumping costs.
3. SCS controls (scope shifting from Campbell-Sevey to HGA):
As the project has developed, the control of the SCS has shifted from Campbell Sevey's intention of using standalone equipment with no communication to the BOP controller, to having the SCS controls integrated into the BOP controller. This provides the operators with a means to monitor and control system performance and efficiency from a single location. This scope shift includes control sequencing, specification, points lists, update of Schematic Diagrams and required multiple meetings with CS, EGE, HGA and the controls contractor awarded the project. HGA has responded to the shift each step of the way to help move the project forward, but this effort was outside of the scope of our contract.
4. Relocate main steam valve for SCS (scope shifting from Cambell-Sevey to HGA):
Design relocation of main steam valve for SCSs. This requires modified condensate, trapping and freeze protection considerations to be incorporated into the design and updated stress analysis.
5. Equipment traps and control devices (scope shifting from Cambell-Sevey to HGA):
Update drawings and coordinate responsibility of materials that have shifted from Campbell-Sevey equipment scope to HGA's Balance of Plant scope. This became the prudent approach because of revised configuration and the location of support structure requires installation after the equipment is put in place. Shifted devices includes selected traps and control devices that were originally under the scope of equipment provisions (Campbell-Sevey) but have shifted to HGA responsibility for design and coordination. Drawings require revision to delineate responsibility for devices, piping and controls in addition to the controls scope shift above.

Ms. Amanda Ashbach
City of Duluth
June 24, 2020
Page 2 of 2

Proposed Fees:

HGA proposes the following compensation structure for the services described in the attachment:

1. New Electrical Infrastructure:	\$ 5,870.00
2. Design for Condensate Receiver:	\$ 2,800.00
3. SCS controls:	\$ 11,200.00
4. Relocate main steam valve for SCS:	\$ 2,600.00
5. Equipment traps and control devices:	\$ 3,600.00
Total Request:	\$ 26,070.00

HGA has an existing contract that can be amended to include this additional scope. Additional Services will be performed only when authorized by Owner in advance and in writing.

Sincerely,



Peter Dahl, Ph.D., LEED AP^{BD+C & O+M}, CEM
Associate Vice President

ACCEPTED FOR: CITY OF DULUTH (CLIENT)

By _____

Title _____

Date _____

cc: Luke Davis, Ever-Green Energy
Joe Witchger, HGA