

AMENDMENT NO. 4 TO C22495

Contract Start Date:	5/27/2015	Original Total Amount:	\$15,500.00
Original Completion Date:	Spring 2016	As Previously Amended:	\$35,360.00
Amendment Completion Date:	7/31/18	Current Amendment:	\$5,917.50
Resolution:	18-0022R	New Total Contract Amount:	\$41,277.50

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 SAS + Associates located at 219 West First Street, Suite 350, Duluth, MN, 55802, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on May 27, 2015, City and Consultant entered into an agreement bearing City of Duluth Contract No. C22495 to prepare construction documents for trail, boardwalk, and parking lot improvements at Hartley Park, which Contract has been previously amended three times, and which Contract and amendment(s) 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. Paragraph two of the Contract is hereby amended as follows:

Payments hereunder, in the estimated amount of ~~Twenty Eight Thousand Two Hundred and Sixty and 00/100 Dollars (\$28,260.00)~~ ~~Thirty Five Thousand Three Hundred Sixty and 00/100 Dollars (\$35,360.00)~~ Forty-One Thousand, Two Hundred Seventy-Seven and 50/100 Dollars (\$41,277.50) shall be made from Parks Fund 205; Community Resources 130; Parks Capital 1220; Improvements Other than Buildings 5530; Project: CM205-Hartly-Cap Mtce Fund 205, Hartley.

Revision 2. The Completion Time of the Construction Inspection Phase described in Section II, G, 17) of the Contract is hereby amended as follows:

The construction inspection phase shall be completed by ~~Spring 2016~~ July 31, 2018.

Revision 3. Section II (H) of the Contract is hereby amended to include additional services per SAS + Associates proposal dated 1 December 2017, a copy of which his hereby incorporated into the Contract and attached as Exhibit E.

Revision 4. Section V(a) of the Contract is hereby amended as follows:

City shall pay the Engineer for all services rendered under Section II Phases A through I an amount based on:

X 1. Hourly rates, total not to exceed ~~\$15,500.00~~ ~~\$35,360.00~~ \$41,277.50

_ 2. Lump sum/a

Revision 5. Section V(d) of the Contract is hereby amended as follows:

The Engineer shall complete all services described in Section II.A through G including all attachments to Section II for an amount including all Project-related expenses for the estimated amounts shown hereunder:

<u>Section II</u>	<u>Description</u>		<u>Estimated Compensation</u>
A.	Study and Report Phase	\$	
B.	Preliminary Survey Phase	\$	
C.	Preliminary Design Phase	\$	
D.	Final Design Phase	\$	13,300.
E.	Bidding Phase	\$	300.
F.	Construction Survey and Layout Phase	\$	
G.	Construction Administration and Inspection Phase	\$	1,900 21,760 27,677.50
TOTAL		\$	<u>15,500 35,360 41,277.50</u>

The maximum compensation for all phases A through I shall not exceed:

~~Fifteen Thousand Five Hundred and 00/100 Dollars. Thirty Five Thousand Three Hundred Sixty and 00/100 Dollars~~ Forty-One Thousand, Two Hundred Seventy-Seven and 50/100 Dollars.

Revision 6. Section V(f) of the Contract is hereby amended as follows:

All payments under this Contract are not to exceed ~~\$28,260~~ ~~\$35,360~~ \$41,277.50. Payable under 205-130-1220-5330.

Revision 6. Section VI of the Contract is hereby amended as follows:

The following exhibits are attached to and made part of this agreement:

- 1) Exhibit A, Engineer’s Hourly Rates
- 2) Exhibit B, Engineer’s Proposal
- 3) Exhibit C, Additional Services
- 4) Exhibit D, Additional Services
- 5) Exhibit E, Engineer’s Proposal dated 1 December 2017

In the event of a conflict between the agreement and any Exhibit, the terms of the Agreement will be controlling.

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

SAS+ ASSOCIATES
219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | fax 218.722.6697 | email mail@saslandarch.com

DATE: 1 December 2017

TO: Jim Shoberg, PLA
City of Duluth Parks Manager
401 West First Street
Duluth, MN 55802

FROM: Luke Sydow
SAS+Associates

RE: Request for Amendment #3 Engineering Services (AMI Consulting Engineers) for Hartley Parking Construction Observation - Additional Professional Services

Mr. Shoberg,

Per our conversations on November 29th and prior emails on June 26-30th concerning the status of this project, the need for additional professional engineer (AMI Engineering) construction administrative services had become apparent.

The project has numerous components that are filled with unknowns and uncertainties for construction timing and construction administration. This was originally scoped to be completed in three days, however, the amount of hours and oversight of the contractor's construction work has extended beyond the original three days.

Construction on multiple parking sites has complicated and slowed construction, and is requiring more on-site observation and clarification of/ adjustments to the construction observation beyond what was anticipated.

SAS+Associates' original contract hours were based on a quick construction timeline and on anticipated typical construction means and methods. As construction progresses at each individual parking lot, site and existing conditions become exposed, and changes in construction timing become necessary. The on-going and anticipated additional required site contractor construction oversight throughout the remainder of the project exceeds our original proposal.

See below for our proposal for these additional services. Please feel free to call me with any questions regarding the proposal.

Our proposal is as follows:

Additional work is required due to:

Additional contractor oversight.

- Unforeseen/unknown previous construction length and existing conditions such as:
 - Drainage material used along creek
 - Replacement/ re-pouring of curb
 - Wetter than usual construction season
 - Base material remediation

We propose to provide the additional services for additional engineering services (AMI) for the amount of \$5,917.50.

Upon completion of the additional meetings, details and coordination, the project's regular schedule will be on track for completion in July.

SAS+Associates does not anticipate any additional services beyond the proposed work outlined above. The services of any supplementary professionals will be considered an additional service and billed accordingly as per our Rate and Expense Sheet.

We have attempted to describe all tasks and products in this scope of work so there is a clear expectation of SAS+Associates' products and AMI Engineers responsibilities. We are ready to proceed with work as soon as authorized.

SAS+ASSOCIATES

Luke W. Sydow, PLA
Owner

Site +Urban Design
Landscape
Architecture



Consulting Engineers P.A.

91 Main Street
 Superior, WI 54880
 715-718-2193 ext: 16

SAS+Associates
 219 West First Street
 Suite 350
 Duluth, MN 55802
 Luke Sydow

Invoice number 6309
 Date 10/26/2017

Project **161042 Hartley Park Parking Improvements**

Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
Construction Observation	0.00	7,357.50	7,357.50
Additional Survey	3,500.00	3,500.00	0.00
Survey & Control Points	2,040.00	2,040.00	0.00
Drainage & Erosion Design	1,860.00	1,860.00	0.00
Plans & Specifications	2,220.00	2,220.00	0.00
As-Builts	0.00	0.00	0.00
Total	9,620.00	16,977.50	7,357.50

Construction Observation

	Units	Rate	Billed Amount
Engineer/Specialist III			
Eli C. Rupnow	1.25	140.00	175.00
Engineer/Specialist I			
Anthony J. PirkI	10.25	105.00	1,076.25
Mathew J. Burich	13.00	95.00	1,235.00
Subtotal	23.25		2,311.25
Technician I			
Colin J. Ose	66.25	65.00	4,306.25
Staff Professional II			
Bethany J. Rosemore	0.50	80.00	40.00

Expenses

	Units	Rate	Billed Amount
Miles	700.00	0.75	525.00
Phase subtotal			7,357.50

Invoice total **7,357.50**

Terms: Net 30

A monthly 1.5% late payment fee (18% annual) is added to past due balances