

EXHIBIT A

AMENDMENT NO. #1 TO L30023

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|----------------------------|------------|----------------------------|--------------|
| Contract Start Date: | 1/17/2018 | Original Total Amount: | \$89,500.00 |
| Original Completion Date: | 12/31/2019 | As Previously Amended: | 0 |
| Amendment Completion Date: | 12/31/2019 | Current Amendment: | \$90,010.00 |
| Resolution: | 18-0429R | New Total Contract Amount: | \$179,510.00 |

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 Karges-Faulconbridge, Inc. located at 670 County Road B West, St. Paul, MN 55113, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on DATE, City and Consultant entered into an agreement bearing City of Duluth Contract No. L30023 for Mechanical Design & Engineering Services for Building Conversions related to the Steam to Hot Water Conversion Project, which Contract has not been previously amended, 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. Section D of the Contract is hereby amended to include biddable construction documents and plans for the secondary side conversions of buildings in Phase 1 of the project that were not included in the original scope.

Revision 2. The Standard Payment described in Section V.C. of the Contract is hereby amended to increase Phase I Engineering costs from \$58,500 to \$148,510; and the maximum compensation from \$89,500 to \$179,510.

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 date of attestation shown below:

CITY OF DULUTH

KARGES-FAULCONBRIDGE, INC.

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Date

Approved as to form:

City Attorney

Date



May 4, 2018

Mr. Mike Smith
Project Engineer
Duluth Energy Systems
One Lake Place Drive
Duluth, MN 55802

Via Email To: mike.smith@ever-greenenergy.com

Re: Request for Additional Services:
City of Duluth & Duluth Energy Systems
Mechanical Design and Engineering Services for Building Conversions
KFI Proposal No: P18-0379, Rev. 1; Project No: 17-405

Dear Mr. Smith:

Karges-Faulconbridge, Inc. (KFI) is requesting additional services for the above referenced project. This letter outlines our additional scope of work and associated costs.

ADDITIONAL SCOPE OF WORK

Work Completed or in Progress – Cost: \$19,100.00

1. The project design schedule was extended by approximately 8 weeks – with deadlines for construction documents moved from 1/31/18 to 3/30/18. The primary reasons for this time extension include:
 - KFI did not receive final ETS information from Energetx on many buildings until 2/20/18, with some final skid information for Radisson, Maurices and Lenox received even later than that. This led to multiple revisions of drawings while working with limited information from the equipment vendor to keep the project on schedule.
 - Project phasing has been further developed – including Phase I being separated into three Packages IA, IB & IC.
2. Additional buildings added to the scope of work – Duluth Camera Exchange.

Additional Building Side Conversions – Cost: \$70,910.00

1. KFI has been asked to produce building conversion design documents for:
 - a. Northland
 - b. Providence
 - c. Beal
 - d. Security Jewelers
 - e. Camera Exchange
 - f. Ordean AHU 6th floor



2. KFI will produce plans and specifications for these building conversions. The summary of the work for each of these buildings is included in the attached scope summaries previously provided.
3. KFI will require access to existing building drawings to use as backgrounds.
4. The design deliverables will include:
 - a. Demolition plans showing general piping and terminal users (radiators, unit heaters, etc.)
 - b. Single line piping plans with sections or photos in complicated areas
 - c. Standard installation details
 - d. Equipment schedules for replaced equipment described in attached summaries of work
 - e. Control sequences to provide level of control as described in attached summaries of work
 - f. Project specifications
5. Field Work
 - a. KFI anticipates two field trips during the design
6. Project Meetings
 - a. KFI project manager or Project Engineer will attend up to two in-person design review meetings.
7. Project Schedule:
 - a. KFI can produce the design documents in 9 weeks from notice to proceed.
8. Exclusions:
 - a. There is no electrical design component of this project. Wiring sizes and routing to power sources for the valves, accessories, and metering equipment will be the responsibility of the Contractor.
 - b. Detailed control design is excluded. Only basic control sequences will be provided.
 - c. KFI will generally identify where pipe and device supports are required in the mechanical rooms, however KFI will not design custom pipe support and hanger solutions only standard details will be provided. This will be considered a Means and Methods responsibility for the Contractor.
 - d. Pricing does not include construction phase support services. These services can be provided upon request.

PROJECT COSTS

KFI requests an additional fee of \$90,010.00 for the scope of services listed above.

Thank you for the opportunity to continue to serve DES and execute this important project for the City of Duluth. Please contact me with any questions.

Respectfully submitted,

Karges-Falconbridge, Inc.



Zach Verbick, P.E.
Senior Project Manager