

AMENDMENT NO. 3 TO L 30298

Contract Start Date:	12/11/2019	Original Total Amount:	\$97,500.00
Original Completion Date:	7/31/2020	As Previously Amended:	\$245,615.00
Amendment Completion Date:	9/30/2021	Current Amendment:	\$13,678.66
Resolution:	21-0696R	New Total Contract Amount:	\$259,293.66

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 amendments 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)~~ Two Hundred Fifty-Nine Thousand Two Hundred Ninety-Three and 66/100ths Dollars (\$259,293.66).

Revision 2: Wherever in the Agreement, reference is made to services provided, it shall also include those services identified in the attached Exhibit A.

Revision 3. The Completion Time described in Section II.G. 18) of the Contract is hereby amended as follows:

The construction administration and inspection phase shall be completed by ~~July 31, 2020~~ September 30, 2021.

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



August 11, 2021

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 site documentation and final resolution of Spring Hangers issue

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 provide additional documentation and analysis. In addition to the request for Additional Services, HGA proposes to document the previously agreed settlement to close out the spring hanger issue as a part of this Additional Services request. HGA requests additional compensation to complete the following:

1. Provide additional documentation for the compliance worksheet (8/3/2020 email):
Review the worksheets and gather information on materials for submittal.
2. Provide enhanced site plans (8/3/2020 email):
Revise site plan to show only the area within the right of way, and the legal description being only that area within the right of way.
3. Site settlement issue (10/6/2020 email):
Re-evaluate the pipe stress model given the settlement observed on-site.

Proposed Fees:

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

- | | |
|---|---------------------|
| 1. Add'l documentation for compliance worksheets: | \$ 6,700.00 |
| 2. Enhanced site plans: | \$ 6,687.00 |
| 3. Re-evaluate pipe stress model: | \$ 11,424.00 |
| Total Request: | \$ 24,811.00 |

Spring Hanger Issue:

The parties agree that HGA will contribute \$11,132.34 to the replacement of the spring hangers to resolve and close the issue.

Total Net Request: \$ 13,678.66

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

cc: Luke Davis, Ever-Green Energy
Matt Linder, HGA