

EXHIBIT A

AGREEMENT TO REINSTATE, AMEND, AND EXTEND AGREEMENT C22416

Contract Start Date:	10/23/2015	Original Total Amount:	\$ 16,100.00
Original Completion Date:	n/a	As Previously Amended:	\$ 33,125.00
Completion Date as Amended:	10/31/2017	Current Amendment:	\$ 27,480.00
Amendment 4 Completion Date	6/30/2019	New Total Contract Amount:	\$ 60,605.00
Resolution:	18-0109R		

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 Foster Jacobs & Johnson, Inc. located at 345 Canal Park Drive, Suite 200, Duluth, MN 55802, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on February 23, 2015, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22416 for the preparation of a preliminary engineering design for the proposed Nordic Ski Trail System at Spirit Mountain, which Contract has been previously amended three times, and which Contract and amendments are hereinafter referred to as the "Contract"; and

WHEREAS, both parties desire to reinstate the Contract so that it may be amended a fourth time and extended to allow Consultant additional time to complete its responsibilities as described in the Contract, and to provide additional services, including final design, specifications and construction documents for lighting, power distribution, a snow making system and three (3) valve houses; and bid support, as described in Consultants Revised Scope of Services dated January 11, 2018, which is hereby incorporated into the Contract and attached hereto as Exhibit A; and.

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. To reinstate the Contract and extend the termination date of the Contract to June 30, 2019, so that the Contract shall be considered to have been in effect from the effective date through June 30, 2019 under the same terms and conditions, except as amended herein.

Revision 2. Section 1, Services to Be Performed, is modified to include the additional services as described in Exhibit A of this amendment.

Revision 3. The Fees described in Section II of the Contract are 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-Three Thousand, One Hundred Twenty-Five and 00/100 Dollars (\$33,125.00)~~ Sixty-six Thousand Six Hundred Five and 00/100 Dollars (\$60,605.00) inclusive of all

travel and other expenses associated with the Project, \$16,100 payable from Capital Improvements 450, Finance 030, Improvements Other than Buildings 5530; and ~~\$17,025~~ \$44,505 payable from Tourism & Recreational Projects 452; Finance 030; Improvements Other than Buildings 5530; Project HANDHTAX-1506-Half & Half Tax Projects, Lower Spirit Nordic.

Revision 4. The Agreement Period described in Section III, Paragraph 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 ~~April 29, 2016. October 31, 2017~~ June 30, 2019. ~~A project completion date will be determined upon meeting with the Consultant.~~

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 effective date thereof.

CITY OF DULUTH

FOSTER JACOBS & JOHNSON, INC.

By: _____
Mayor

By: _____

Attest:

Its: _____

By: _____
City Clerk

Title of Representative

Date _____

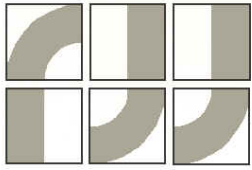
Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



FOSTER JACOBS & JOHNSON, INC.

P R O F E S S I O N A L E N G I N E E R S

345 Canal Park Drive • Suite 200 • Duluth, MN 55802 • Tel: 218-722-3060 • Fax: 218-722-1931

E-mail: mail@fjj.com

January 11th, 2018

**City of Duluth
Attn: Jim Shoberg
Duluth, MN**

PROJECT: Nordic Ski Trail, Spirit Mtn.

RE: Professional Services Proposal Final Design/Specs. CO#4

We are pleased to offer the following proposal for professional final design, specifications and bid documents related to the new Nordic ski trail system near the Grand Ave at Spirit Mtn:

As part of this scope, FJJ worked in cooperation with the City of Duluth Staff, Spirit Mountain Recreation Authority and the Nordic Ski organizations to provide the following additional services over and above the original contract scope services.

- Provide final design, specifications and construction documents that include the following:
 - Lighting
 - Power Distribution
 - Snow Making System
 - 3 Valve houses (Arch-Structural)
- Prebid and Post bid review and support.
- Design meetings
- Design Changes

Because construction timing is unknown at this time we are not including any Construction Administration fees or hours for construction support. This scope can be billed on an hourly basis as needed.

Schedule of Values 2017 Design/Specs:

- Lighting:

a) 32 hours @ \$110/hr	=	\$3520
b) 4 hours @ \$140/hr	=	\$560
- Power Distribution:

a) 28 hours @ \$110/hr	=	\$3080
b) 4 hours @ \$140/hr	=	\$560
- Specifications:

a) 12 hours @ \$110/hr	=	\$1320
b) 12 hours @ \$140/hr	=	\$1680

- Meetings/Site Visit
 - a) 8 hours @ \$110/hr = \$880
 - b) 8 hours @ \$140/hr = \$1120
 - c) Torrent site visit = \$3250
- Valve House Designs:
 - a) Architectural = \$1100
 - b) Structural = \$950

Schedule of Values 2018 Design Changes:

- Lighting:
 - a) 16 hours @ \$110/hr = \$1760
 - b) 2 hours @ \$140/hr = \$280
- Power Distribution:
 - a) 12 hours @ \$110/hr = \$1320
 - b) 2 hours @ \$140/hr = \$280
- Site Visit with MN Power
 - a) 4 hours @ \$110/hr = \$440
- Snowmaking:
 - a) Mechanical Design = \$4500
- Meetings-Budget and Design
 - a) 8 hours @ \$110/hr = \$880

Not Included – For additional Services

- Additional electrical site visit at \$110 hourly fee plus mileage
- Construction Administration additional \$110 hourly fee

Payment: Total Fees for services will be invoiced at the hourly rates proposed with a total not to exceed \$27,480.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Client agrees to pay 10% for month 1 invoice for mobilization services. Invoices shall be considered past due if not paid within 30 days after the invoice date and the CE may, without waiving and claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay costs of collection, including reasonable attorney's fees. A draw schedule for the complete project will be completed for the project in cooperation with the Client within 60 days of signature.

Access to Site

Unless otherwise stated, the CE will have access to the site for activities necessary for the performance of the services. The CE will take precautions to minimize damage due to these activities; but has not included in the fee cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A Mechanical or Electrical or other condition shall be considered hidden if it is concealed by existing construction, undocumented or incorrectly documented by available drawings or if it cannot be investigated by reasonable visual observation. If the CE has reason to believe that a mechanically or electrically or other deficient condition may exist, the CE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) The CE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the CE shall not be responsible for the existing condition for any resulting damages to persons or property. CE shall have no responsibility for the discovery, presence, handling, removal, or disposal or exposure of persons to hazardous materials of any form.

Dispute Resolution

The Consulting Engineer (CE) and Client agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the CE and Client cannot be settled within 30 days by good faith negotiations the CE and Client agree to submit it to mediation in accordance with the Construction rules of the American Arbitration Association. If the claim or dispute cannot be settled by good faith negotiations or mediation then either party may exercise their rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute or limitations.

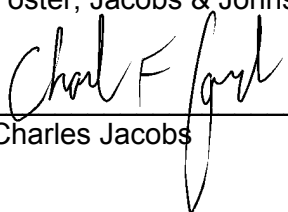
This proposal is hereby accepted and Foster, Jacobs & Johnson is authorized to proceed with the work.

This proposal is valid until: 20 days

City of Duluth

Name

Foster, Jacobs & Johnson, Inc.



Charles Jacobs