

## AMENDMENT NO. 1 TO C22364

Contract Start Date: December 17, 2014	Original Total Amount: \$76,600
Original Completion Date: August 31, 2015	As Previously Amended: \$76,600
Amendment Completion Date: December 31, 2016	Current Amendment: \$6,000
Resolution: 16-0351R	New Total Contract Amount: \$82,600

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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 Cardno, Inc., located at 6140 Cottonwood Dr, Suite A, Fitchburg, WI, 53719, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on December 17, 2014, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22364 for the design, permitting, construction engineering & inspection of Miller Creek Stream restoration; which Contract has been previously amended zero times, and 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 Payments described in Paragraph 2 of the Contract is hereby amended as follows:

Payments hereunder, in the estimated amount of ~~Seventy Six Thousand Six Hundred 00/100 Dollars (\$76,600.)~~ Eighty Two Thousand Six Hundred and 00/100 Dollars (\$82,600.00) shall be made from Fund 225, Dept./Agency 125, Organization 1807, Object 5319, Vendor Code 7689, Requisition Number 14-0655. Resolution 14-0581R; passed by City Council on November 24, 2014; and Resolution No. 16-0351R approved on May 9, 2016.

Revision 2. The services to be provided described in Paragraph 4 of the Contract is hereby amended as follows:

<u>Phase</u>	<u>Description</u>
A. n/a	Study and Report Phase
B. X	Preliminary Survey Phase
C. n/a	Preliminary Design Phase
D. X	Final Design Phase
E. X	Bidding Phase
F. n/a	Construction Survey and Layout Phase
G. X	Construction Inspection Phase
H. <del>n/a</del> X	Additional Services
I. n/a	Reimbursable Expenses

Revision 3. The Completion Time described in Section II.G.17 of the Contract is hereby amended as follows:

17) Completion Time

The construction inspection phase shall be completed by ~~August 31, 2015~~ December 31, 2016.

Revision 4. The ADDITIONAL SERVICES described in Section II.H. of the Contract is hereby amended as follows:

H. ADDITIONAL SERVICES

X Included in this agreement

~~X~~ Not included in this agreement

Revision 5. The BASIS OF BILLING described in Section V.A. of the Contract is hereby amended as follows:

A) BASIS OF BILLING

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

X 1. Hourly rates, not to exceed ~~\$76,600.00~~ \$82,600.00

     2. Lump sum      N/A

Revision 6. The STANDARD PAYMENT described in Section V.D. of the Contract is hereby amended as follows:

D) STANDARD PAYMENT

The Engineer shall complete all services described in Section II.A through G including all attachments to Section II for an amount including direct expenses not to exceed the amount shown hereunder:

<u>Section II</u>	<u>Description</u>	<u>Maximum Compensation</u>
A.	Study and Report Phase	\$
B.	Preliminary Survey Phase	\$5,014.
C.	Preliminary Design Phase	\$
D.	Final Design Phase	\$41,801.
E.	Bidding Phase	\$
F.	Construction Survey and Layout Phase	\$
G.	Construction Inspection Phase	<del>\$20,224.</del> <u>\$21,374.</u>
H.	Additional Services	<u>\$4,850.</u>
I.	Reimbursable Expenses	\$9,561.
<b>TOTAL</b>		<del>\$76,600.00</del> <u>\$82,600.00</u>

The maximum compensation for all phases A through I shall not exceed: ~~Seventy Six Thousand Six Hundred 00/100 Dollars (\$76,600.)~~ Eighty Two Thousand Six Hundred and 00/100 Dollars (\$82,600.00)

Revision 7. The PAYMENT FOR ADDITIONAL SERVICES described in Section V.E. of the Contract is hereby amended as follows:

The Engineer and City agree that the full extent of additional services may be unknown. Those additional services which have been identified are described in Section II.H, and that payment for those additional services is estimated to be ~~N/A.~~ \$4,850.

Revision 8. The TOTAL NOT TO EXCEED described in Section V.F. of the Contract is hereby amended as follows:

F) TOTAL NOT TO EXCEED:

All payments under this Contract are not to exceed ~~\$76,600~~ \$82,600. Payable as follows: Fund 225, Department/Agency 125, Organization 1807, Object 5319.

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**

**CARDNO, INC.**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_  
Title of Representative

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney