

AMENDMENT NO. 2 TO L30869

Contract Start Date:	8/21/2023	Original Total Amount:	\$45,000.00
Original Completion Date:	5/31/2024	As Previously Amended:	\$122,500.00
Amendment Completion Date:	5/31/2024	Current Amendment:	\$10,564.00
Resolution:	24-OR	New Total Contract Amount:	\$133,064.00

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 Stantec Consulting Services, Inc. located at 11 East Superior Street, Suite 230, Duluth, MN 55802, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on August 21, 2023, City and Consultant entered into an agreement bearing City of Duluth Contract No. L30869 for an environmental assessment worksheet for Central High School site redevelopment, which Contract has been previously amended one time, and 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 Proposal described in the fourth paragraph of the Contract is hereby amended as follows:

WHEREAS, Consultant submitted a proposal to provide services for the Project (the "Proposal"), a copy of which is attached hereto as Exhibit A; and amended by an updated Proposal dated October 18, 2023 titled Central High School Redevelopment Site AUAR Assistance, RFP Number: 23-99564, Duluth Contract No. L 30869 (effective August 18, 2023), a copy of which is attached hereto as Exhibit B; and further amended by Proposal dated February 15, 2024, titled "Central High School Redevelopment Project Proposal for Phase I Archaeological Survey", a copy of which is attached hereto as Exhibit C; and

Revision 2. The Fees described in Section II. of the Contract is 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 ~~One Hundred Twenty-Two Thousand, Five Hundred and 00/100 Dollars (\$122,500.00)~~ One Hundred Thirty-Three Thousand, Sixty-Four and 00/100 Dollars (\$133,064.00) inclusive of all travel and other expenses associated with the Project, payable from Fund 110-132-1301-5310, and from Fund 860-860-8640-5319.

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

STANTEC CONSULTING SERVICES, 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



Stantec Consulting Services Inc.
One Carlson Parkway North, Suite 100
Plymouth MN 55447-4440

February 15, 2024

Project/File:

Kyle Deming
Senior Planner
411 West First Street, Room 160
Duluth, MN 55802

Dear Kyle Deming,

Reference: Central High School Redevelopment Project Proposal for Phase I Archaeological Survey

Stantec Consulting Services Inc. (Stantec) is providing the City of Duluth with a budgetary estimate to assist with a Phase I archaeological survey for the Central High School Redevelopment Project (Project).

Scope of Work

Task 1: Phase I Archaeological Survey

Stantec will complete a Phase I archaeological reconnaissance survey for the Project. This investigation will fulfill the Alternative Urban Areawide Review (AUAR) requirements, under MN Administrative Rule 4410.1500, to identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties by identifying and evaluating cultural resources prior to construction activities. The following proposal describes the scope of services, anticipated schedule, and assumptions.

Phase I Archaeological Reconnaissance Survey and Report

Stantec will complete a Phase I archaeological reconnaissance survey of the 80-acre AUAR area. The survey will include photographic documentation of the current site condition, pedestrian walk over survey, and subsurface shovel testing. This investigation will fulfill the AUAR's requirements to identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

Goals of this survey include the following:

1. Identify archaeological resources within the Project area that are at least 45 years of age.
2. Document the horizontal and vertical extent of identified archaeological resources.
3. Provide recommendations regarding NRHP eligibility for identified archaeological sites in accordance with the criteria specified in 36 CFR 60.4.
4. Assess the Project's potential for effects and provide summary recommendations concerning the potential impacts on historic properties listed in, eligible for, or recommended eligible for the NRHP, pursuant to 36 CFR 800.5.
5. Complete Minnesota SHPO archaeological site forms for identified sites.

Reference: Central High School Redevelopment Project Proposal for Phase I Archaeological Survey

Stantec will prepare a draft Phase I archaeological reconnaissance report for the Project detailing the results of the archival research and the fieldwork. Should no archaeological resources be identified, the results of the investigation will be sent to the SHPO for review and comment with a recommendation of No Historic Properties Affected. The report will follow the general standards in the SHPO Manual for Archaeological Projects in Minnesota (2005), including a management summary; literature/document search; environmental setting description; research/field/laboratory methodology; map figures; the results of the investigation; and evaluation recommendations and identified Project impacts.

Should no archaeological resources be identified, Stantec assumes the SHPO office will agree with our recommendations and will provide their concurrence in a letter format to supplement the EAW. Archaeological sites identified during this investigation that cannot be formally determined as Not Eligible for the NRHP will require Phase II evaluative testing, which is not included in the following scope.

Assumptions:

- Weather conditions are conducive to field survey, i.e., no heavy snow, rain, or extreme inclement conditions;
- No shovel testing will be conducted on frozen ground;
- The City of Duluth will arrange all landowner access prior to survey;
- No archaeological sites will be identified;
- The survey will be completed in one mobilization;
- No shovel testing will be conducted in previous soil boring areas.

Schedule

Fieldwork will be performed in the Spring of 2024, with the associated report submitted for review by the City of Duluth two weeks prior to the last day of the field survey.

Cost Estimate

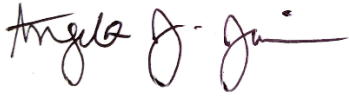
Stantec, Inc. will provide the above scope of services for on a time and materials basis, not to exceed **\$10,564**. If the scope of the cultural work expands beyond the current understanding, additional fees may apply. This will be reviewed and discussed with the City of Duluth. Please contact us if you have any questions. If the letter is acceptable, Stantec, Inc. can provide a Professional Services Agreement (PSA) for your authorization, or we welcome the opportunity to review your terms prior to executing an authorization to proceed. Thank you for the opportunity to support your project.

Task	Cost Estimate
Phase I Investigation	\$5,764
Phase I report	\$4,800
Total	\$10,564

Reference: Central High School Redevelopment Project Proposal for Phase I Archaeological Survey

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in dark ink, appearing to read "Angela Julin", with a stylized flourish at the end.

Angela Julin
Senior Archaeologist
angela.julin@stantec.com



ATTACHMENT – STANDARD RATE TABLE

BC2277_2024-1

HOURLY RATES

Stantec Billing Level	2024 Hourly Rate*
3	\$109
4	\$123
5	\$133
6	\$138
7	\$146
8	\$152
9	\$163
10	\$169
11	\$181
12	\$187
13	\$196
14	\$205
15	\$231
16	\$263
17	\$272
18	\$278
19	\$287
20	\$299
21	\$311

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals and Lodging**
May be billed at cost or daily per diem. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>).
- **Vehicle and Equipment Rentals**
Not owned by Stantec.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or mileage rates are used depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.