

Exhibit A

AMENDMENT NO. 2 TO C22490

Contract Start Date: May 20, 2015	Original Total Amount: \$32,318.
Original Completion Date: September 1, 2015	As Previously Amended: \$49,670.
Amendment Completion Date: June 30, 2016	Current Amendment: \$13,200.
Resolution: 16-0215R	New Total Contract Amount: \$62,870.

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 Barr Engineering located at 325 S Lake Ave, Suite 700, Duluth, MN, 55802, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on May 20, 2015, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22490 for professional services to prepare an EAW for the Spirit Mountain Recreation Area, 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 Fees described in Section II of the Contract is hereby amended as follows:

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the Project and Services shall not exceed the sum of ~~Forty Nine Thousand Six Hundred Seventy 00/100 Dollars (\$49,670.00)~~ Sixty Two Thousand Eight Hundred Seventy and 00/100 Dollars (\$62,870.00) inclusive of all travel and other expenses associated with the Project, payable from Tourism & Recreational Projects 452; Finance 030; Improvements Other than Buildings 5530; Project: HANDHTAX-1506 – Half&Half Tax Projects, Lower Spirit Nordic. All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject the City's receipt of reasonable substantiation/back-up supporting such expenses.

Revision 2. The Agreement Period described in Section III.5. of the Contract is hereby amended as follows:

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by ~~September 1, 2015~~ June 30, 2016, unless terminated earlier as provided for herein.

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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

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

BARR ENGINEERING

By: _____

Its: _____
Title of Representative

Date: _____