

AMENDMENT NO. 2 TO L30665

Contract Start Date:	9/6/2022	Original Total Amount:	\$160,690.00
Original Completion Date:	7/1/2023	As Previously Amended:	\$2,247,710.00
Amendment Completion Date:	6/30/2028	Current Amendment:	\$52,000.00
Resolution:	25-0016R	New Total Contract Amount:	\$2,299,710.00

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 ALLIANCE located at 400 Clifton Avenue, Minneapolis, MN 55403, hereinafter referred to as “Consultant”, for the purpose of rendering services to the City.

WHEREAS, on September 6, 2022, City and Consultant entered into an agreement bearing City of Duluth Contract No. L30665 for Spirit Mountain Chalet Design, which Contract has not been previously amended is 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 optional design services for furniture, fixtures and equipment (FF&E) as identified in the attached Exhibit A are hereby included in the scope of services of this agreement.

Revision 2. The Compensation described in Paragraph 4.1. of the Contract is hereby amended as follows:

It is expressly agreed and understood that in no event shall the total amount to be paid by the Owner to the Architect under this Agreement exceed ~~TWO MILLION, TWO HUNDRED FORTY-THREE THOUSAND, TWENTY AND 00/100 DOLLARS (\$2,243,020.00)~~ TWO MILLION, TWO HUNDRED NINETY-NINE THOUSAND, SEVEN HUNDRED TEN AND 00/00 DOLLARS (\$2,299,710.00) for full and complete satisfactory performance, unless specified by means of written amendments to this Agreement as provided for herein.

Revision 13. The Compensation described in Paragraph 4.2 of the Contract is hereby amended as follows:

Compensation to be paid by the Owner to the Architect for the Architect's services for each of the Phases specified above shall in no event exceed the following amounts:

Phase A	<u>Study and Report Phase:</u>	\$	61,684.00
Phase B.1	<u>Schematic Design Phase (50%):</u>	\$	<u>92,976.00</u>
Phase B.2	<u>Schematic Design Phase (100%):</u>	\$	<u>412,270.00</u>
Phase C	<u>Design Development Phase:</u>	\$	440,500.00 450,500.00
Phase D	<u>Construction Document Phase:</u>	\$	730,640.00 770,640.00
Phase E	<u>Bidding Phase:</u>	\$	<u>41,030.00</u>
Phase F	<u>Construction Phase:</u>	\$	431,980.00 433,980.00
Phase G	<u>Post Construction Phase:</u>	\$	<u>10,000.00</u>
	<u>Total:</u>	\$	2,221,080.00 2,273,080.00

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

ALLIANT

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

COST PROPOSAL

Spirit Mountain Chalet Phase 2 Design Services

September 9, 2024 (fee table updated December 13, 2024)

ALLIANCE

400 Clifton Avenue
Minneapolis, MN 55403

612.874.4100

alliance.com

September 9, 2024 (fee table updated December 13, 2024)

City of Duluth
Purchasing Division
City Hall, Room 120
411 West First Street
Duluth, Minnesota 55802

Re: Spirit Mountain Chalet Phase 2 Design Services

Dear Mr. Erik Birkeland,

Alliance is pleased to submit our proposal for Phase 2 of the Spirit Mountain Chalet Design Services to take the project from schematic design through construction. We are excited to continue working with the City of Duluth and Spirit Mountain on this project.

PROJECT UNDERSTANDING

Phase 2 of the Spirit Mountain Chalet design will build on the goals and recommendations established in the Predesign Update Report, dated July 2024. The construction budget for the project is \$16,000,000. The project will be delivered in two bid packages:

- Bid package 1, anticipated for May 2025, will include the civil scopes.
- Bid package 2, anticipated for August 2025, will include the building scopes.

DELIVERABLES AND ACTIVITIES

Schematic Design (SD)

- Confirm project schedule, budget, and key milestones.
- Refine site and building program and space needs.
- Develop up to three design concepts for chalet and site.
- Selection of a preferred design concept by City and Spirit staff before moving into Design Development.
- Provide an SD package including floor plans, elevations, building sections, precedent images, 3D rendering, materials graphics, and systems narratives.
- Review the preliminary SD package with City staff and Spirit Mountain staff for refinement and finalization.
- Complete Predesign and start Design Phase B3 submittal requirements.

Design Development (DD)

- Further refine building and site design.
- Draft technical specifications.
- Develop initial construction details.
- Create interior finishes and furnishings concepts.
- Prepare and review the DD set with the design team and client.
- Complete Design phase B3 guideline requirements.

Construction Documentation (CD)

- Develop construction documents in two bid packages.
- Finalize technical specifications.
- Coordinate with the City of Duluth on regulatory/site review documents.
- Complete Final Design phase B3 submittal requirements.

Bidding and Negotiation

- Attend pre-bid meeting and issue any necessary addenda.
- Review bids with the City of Duluth and Spirit Mountain.

Construction Administration

- Participate in meetings including the pre-construction meeting and construction meetings, and provide on-site review of works in progress.
- Provide construction administration services including submittal review and consultant coordination, issuing RFIs, pay application reviews, substantial completion punch list, final review, and warranty review.
- Complete Closeout phase B3 submittal requirements.
- The following site visits during construction are included in our fee. Additional site visits during construction can be performed on an hourly time-and-expense basis.
 - Civil Engineering – 8 visits
 - Structural Engineering – 4 visits
 - Landscape Architecture – 4 visits
 - Architecture – 60 visits (shared between Alliance and Architecture Advantage)
 - MEP – 6 visits

The following are excluded from the basic project scope under this proposal:

- Geotechnical and code required special inspection and testing services.
- Any services not specifically listed above in the basic services.
- Improvements to Spirit Mountain Place and other parking areas.
- We assume no scope associated with lifts or adventure park structures.
- We assume no scope at the Grand Avenue Chalet, though this could be provided as an additional service.

FEE SUMMARY

Phase 2 Fees* **	\$	2,066,420
Phase 2 Reimbursable Expenses	\$	20,600
Phase 2 Total	\$	2,087,020
Optional FF&E	\$	52,000

* Fees include B3/SB2030 energy modeling and all B3 documentation.

** Fees do not include FF&E selection. This service can be provided as an additional service or incorporated into the base contract for an additional fee of \$52,000.

The provided fees are lump sum amounts to be billed per the terms as described in our Phase 1 contract. Please refer to the attached worksheet for a detailed breakdown of the fees. It is intended to complement the prior information provided.

Fee Breakdown

Team Members	Phase 2 Design Services					Total	
	SD	DD	CD	Bidding	CA	Fees	Hours
Alliance (with Architecture Advantage)	\$207,900	\$235,000	\$404,250	\$23,100	\$288,750	\$1,159,000	6243
Bull Stockwell Allen (Ski Resort Specialist)	\$75,000	\$41,000	\$20,000	\$0	\$15,000	\$151,000	686
Dunham Associates (MEP Engineering, FP, AV)	\$65,550	\$87,400	\$196,650	\$2,200	\$85,200	\$437,000	2241
Northland Consulting (Structural Engineering)	\$20,000	\$20,000	\$35,000	\$5,000	\$20,000	\$100,000	690
Northland Consulting (Civil Engineering)	\$22,000	\$22,000	\$38,500	\$5,500	\$22,000	\$110,000	759
Damon Farber (Landscape Architecture)	\$10,000	\$12,000	\$12,000	\$2,200	\$8,000	\$44,200	316
Kverstoen Rönholm Assoc. (Acoustics)	\$3,360	\$3,360	\$1,680	\$210	\$210	\$8,820	42
Jedrzewski Associates (Food Service)	\$8,460	\$19,740	\$22,560	\$2,820	\$2,820	\$56,400	256
Fees	\$412,270	\$440,500	\$730,640	\$41,030	\$441,980	\$2,066,420	11,233
Reimbursable Expenses						\$20,600	
Total						\$2,087,020	

If the project cost increases by more than 10% from the assumptions of this proposal or if the schedule or scope changes, we would anticipate the opportunity to assess impacts to the fee and work plan.

Sincerely,



Amber Sausen, AIA, LEED AP BD+C, WELL AP
Principal, Alliance
612.874.4104 | asausen@alliance.com