

AMENDMENT NO. 1 TO C22782

Contract Start Date:	3/2/2016	Original Total Amount:	\$185,075.00
Original Completion Date:	12/31/2017	As Previously Amended:	0
Amendment Completion Date:	1/31/2018	Current Amendment:	\$4,000.00
Resolution:	18-0089R	New Total Contract Amount:	\$189,075.00

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 Perkins + Will located at 84 10th Street South, Suite 200, Minneapolis, MN 55403, hereinafter referred to as “Consultant”, for the purpose of rendering services to the City.

WHEREAS, on March 2, 2016, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22782 for technical services for the Western Port Area Neighborhood (WPAN) Plan, which Contract has not been previously amended, hereinafter referred to as the “Contract”; and

WHEREAS, both parties desire to amend the Contract to include additional services related to the Duluth Irving and Fairmount Brownfields Revitalization Plan and associated reimbursable expenses.

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 are 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 ~~One Hundred Eighty Five Thousand Seventy Five and 00/100 Dollars (\$185,075.00)~~ One Hundred Eight-Nine Thousand Seventy-Five and no/100ths Dollars inclusive of all travel and other expenses associated with the Project, payable from Economic Development 255, Planning 020, Other Professional Services 5319, Resolution Nos. 16-0095R passed on February 8, 2016, and 18-0089R passed on January 22, 2018. 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 ~~December 31, 2017~~ January 31, 2018, unless terminated earlier as provided for herein.

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 date of attestation shown below:

CITY OF DULUTH

By:

Mayor

Attest:

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Date

Approved as to form:

City Attorney

Date

PERKINS+WILL

By:

Company Representative

Its:

Title of Representative

Date: _____