

Exhibit A

AGREEMENT TO REINSTATE, AMEND, AND EXTEND AGREEMENT C22638

Contract Start Date:	09/22/15	Original Total Amount:	\$55,820.00
Original Completion Date:	03/31/16	As Previously Amended:	\$0.00
Amendment Completion Date:	11/30/16	Current Amendment:	\$11,000.00
Resolution:	16-0705R	New Total Contract Amount:	\$66,820.00

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 Hoisington Koegler Group, Inc. (HKGI), located at 123 N. Third St., Suite 100, Minneapolis, MN 55401, hereinafter referred to as "Consultant", for the purpose of rendering services to the City.

WHEREAS, on September 22, 2015, City and Consultant entered into an agreement bearing City of Duluth Contract No. 22638 for professional services to develop a master plan for the St. Louis River Estuary National Water Trail, which has not been previously amended, and which is hereinafter referred to as the "Contract"; and

WHEREAS, both parties desire to reinstate the Contract so that it may be amended and extended to allow Consultant additional time to complete its responsibilities as described in the Contract and as described in Consultants Revised Scope of Services dated September 9, 2016, and attached hereto as Exhibit A-1; and

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. To reinstate the Contract and extend the termination date of the Contract to November 30, 2016, so that the Contract shall be considered to have been in effect from the effective date through November 30, 2016, under the same terms and conditions, except as amended herein.

Revision 2. The services described in Section I of the Contract are hereby amended as follows:

Consultant will provide the following services related to the Project as described in Consultant's Proposal (the "Services"). An updated proposal for the term of this amendment is attached as Exhibit A-1. Consultant agrees that it will provide its services at the direction of the Director of Public Administration ("Director"). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

Revision 2. The Fees described in Section II of the Contract are 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 ~~Fifty Five Thousand Eight Hundred Twenty and 00/100 Dollars (\$55,820.00)~~ Sixty-Six Thousand Eight Hundred Twenty and 00/100 Dollars (\$66,820.00) inclusive of all travel and other expenses associated with the Project, payable from Tourism & Recreational

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Projects 452; Finance 030; Improvements Other than Buildings 5530; Project : HANDHTAX-1516 – Half & Half Tax Projects, National Water Trail. All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject to the City's receipt of reasonable substantiation/back-up supporting such expenses.

Revision 3. The Agreement Period described in Section III.5 of the Contract is hereby amended as follows:

The term of this Agreement shall commence on the Effective Date and performance shall be completed by ~~March 31, 2016~~, November 30, 2016, 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 effective date thereof.

CITY OF DULUTH

HOISINGTON KOEGLER GROUP, INC.

By: _____
Mayor

By: _____

Attest:

Its: _____

Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

Exhibit A

EXHIBIT A-1

Creating Places that Enrich Peoples Lives

Hoisington Koegler Group Inc.



September 9, 2016

Lisa Luokkala
Project Coordinator
Parks and Recreation Division
City of Duluth
411 W First Street
Duluth, MN 55802

***Re: First Amendment** to an Agreement between the City of Duluth and Hoisington Koegler Group Inc. for services pertaining to the preparation of the St. Louis River National Water Trail Master Plan dated September 22, 2015.*

Dear Lisa:

Thank you for taking the time to discuss the status of the St. Louis River Water Trail Master Plan and provide an outline of remaining tasks to complete the planning process. Hoisington Koegler Group Inc. has enjoyed working with the City of Duluth and the Leadership Team and we are committed to providing a quality master plan for the St Louis River National Water Trail. As we discussed, this project has been complicated by a number of factors requiring additional efforts on behalf of both staff and the consultant team.

In order to finalize the master plan document, we offer the following amendment to our original contract between the City of Duluth and Hoisington Koegler Group Inc. dated September 22, 2015.

The contract shall be amended to include additional fees in the amount of \$11,000.00 including expenses. These additional fees will include the following tasks:

- Conducting a working meeting with City of Duluth Staff to review all necessary changes and identify any outstanding gaps in the current draft. During this meeting we will work with City of Duluth Staff to determine priorities, phasing and estimated budget for desired improvements. This working meeting will be conducted via go-to-meeting.
- Complete a final draft of the master plan document incorporating any City of Duluth Staff developed materials, completing the remaining gaps in the master plan narrative originally slated to be completed by City of Duluth Staff, as well as necessary revisions to the overall document and required mapping edits.
- Attend an additional Leadership Team meeting to review draft master plan.
- Revise the master plan document based on feedback from the Leadership Team.
- Finalize the master plan document based on a final review of City of Duluth Staff.

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IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this First Amendment to the original September 22, 2015 Agreement for Professional Services,

This _____ day of _____, 2016

CITY OF DULUTH

Name:

Title

Name:

Title:

CONSULTANT
Hoisington Koegler Group Inc.



Vice President

Bryan Harjes