

PUBLIC SAFETY COMMITTEE

10-0595R

RESOLUTION AMENDING CITY CONTRACT NO. 21014 WITH LHB ENGINEERS AND ARCHITECTS, INC. TO INCLUDE SPECIAL INSPECTION AND MATERIALS TESTING SERVICES, INCREASING THE AMOUNT PAYABLE BY \$34,379.

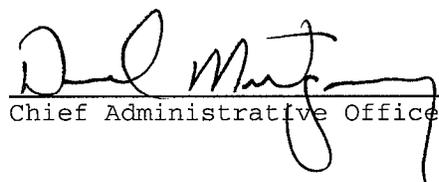
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an amendment to city contract no. 21014, substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, with LHB Engineers and Architects, Inc. for special inspection and materials testing services related to the construction of the new police headquarters facility, increasing the amount payable thereunder by \$34,379.

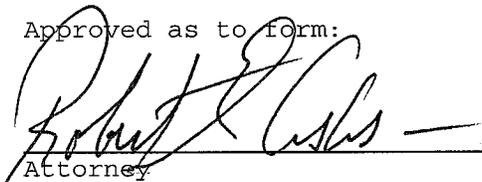
Approved:

  
Department Director

Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

DPD/ATTY REA:dma 11/23/2010

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize an amendment to the City's existing contract with LHB for the design of the new police headquarters building to fund a subcontract with Braun Intertec Corporation to perform special inspections and materials testing related to the construction of the facility.

Pursuant to the amendment, Braun will be conducting materials and compaction testing for new and replacement fill areas, will be performing concrete testing to make sure that concrete used in the construction meets specifications and will be performing observation and analysis to insure that steel materials and welding processes are carried out in the required manner. Braun will be providing on-site inspection services to insure that finished work has been appropriately inspected before it becomes unavailable for inspection.

FIRST AMENDMENT TO  
ARCHITECTURAL SERVICES AGREEMENT  
POLICE SERVICES CENTER  
LHB ENGINEERS AND ARCHITECTS, INC.

THIS FIRST AMENDMENT TO AGREEMENT, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between LHB ENGINEERS AND ARCHITECTS, INC., of Duluth, Minnesota, hereinafter referred to as the "Architect," and the City of Duluth, Minnesota, hereinafter referred to as the "Owner";

WHEREAS, Owner and Architect entered into an agreement bearing City of Duluth Contract No. 21014 (the "Agreement") for the design and on-site construction observation required for the construction of the Duluth Police Department Headquarters Facility, Project No.09-28-B, hereinafter referred to as the "Project;" and

WHEREAS, in order to meet its obligations under the construction contract for the facility the Owner is required to provide certain special inspection and construction materials testing services; and

WHEREAS, Architect is willing to secure and provide those services through a subcontract with Braun Intertec Corporation under the terms and conditions set forth in their attached proposal and the terms and conditions of the Agreement as hereinafter amended.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

1. That Article I of the Agreement is hereby amended by adding the a new Paragraph 1.1.30 which reads as follows:

1.1.30 As a supplement to and in addition to those services provided for in Paragraph 1.1 29 above, Architect shall subcontract with Braun Intertec Corporation to provide those services described in Braun's Proposal dated October 6, 2010, a copy of which is attached hereto and made a part hereof as Exhibit C.

2. That Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1 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 One Million One Hundred Twenty-seven Thousand Six Hundred Seventeen and no/100s Dollars (\$1,127,617) ~~One Million Ninety-three Thousand Two Hundred Thirty-eight and no/100 Dollars (\$1,093,238)~~ for full and complete satisfactory performance, unless specified by means of written amendments to this Agreement as provided for herein.

3. That the Agreement is hereby amended by the addition of a new Paragraph 4.3 which reads as follows:

4.3 Nothing to the contrary in this Agreement, withstanding, in consideration of the services provided to Owner pursuant to Paragraph 1.1.30 above, Architect shall be entitled to payment of fees as set forth in Exhibit C in the amount of not to exceed Thirty-one Thousand Forty-one and no/100s Dollars (\$31,041) and to an additional fee in addition to those described in Exhibit C as set forth in the letter proposal from Architect dated October 12, 2010 , a copy of which is attached hereto and made a part hereof as Exhibit D, in the amount of not to exceed Three Thousand Three Hundred Thirty-eight and no/100s Dollars (\$3,338) for a total of Thirty-four Thousand, Three Hundred Seventy-nine and no/100s Dollars (\$34,379).

4. That in all other respects, the Agreement, 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 the day and date first above shown.

Countersigned:

CITY OF DULUTH-Client

\_\_\_\_\_  
City Auditor

By \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Attest Date: \_\_\_\_\_

LHB ENGINEERS AND ARCHITECTS, INC.  
"Architect"

Approved:

\_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
Company Representative

Its \_\_\_\_\_  
Title of Representative

Date: \_\_\_\_\_