

PUBLIC SAFETY COMMITTEE

10-0640R

RESOLUTION AUTHORIZING SECOND AMENDMENT TO CITY CONTRACT NO. 21014 WITH LHB ENGINEERS AND ARCHITECTS, INC. TO INCLUDE ADDITIONAL INSPECTION AND SURVEY SERVICES RELATED TO RELOCATION OF UTILITIES, INCREASING THE AMOUNT PAYABLE BY \$16,292.

CITY PROPOSAL:

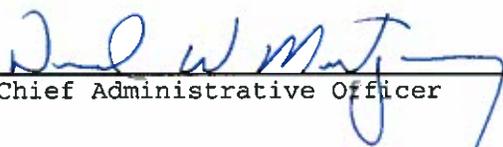
RESOLVED, that the proper city officials are hereby authorized to enter into a second amendment to city contract no. 21014, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with LHB Engineers and Architects, Inc. for additional inspection and survey services related to the construction of the new police headquarters facility, increasing the amount payable thereunder by \$16,292.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTY REA:dma 12/08/2010

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize a second amendment to the City's existing contract with LHB for the design of the new police headquarters building to fund additional inspection and survey services related to the construction of the facility.

In the course of design, it was determined that certain City sewer and water utility lines needed to be relocated. The City Engineer believes that it is important to have continuous on-site inspection of the work in order to insure that the work is done properly and needs to have record drawings done by a qualified surveyor in order to insure that the facilities can be located in the future. LHB is willing and able to perform these services and this amendment adds them to the scope of services to be performed under the contract.

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

THIS SECOND 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 and the FIRST AMENDMENT thereto, hereinafter referred to together as 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 construct the facilities as designed, the City needs to cause the relocation and construction of certain City water and sewer lines; and

WHEREAS, City is desirous of having Architect provide full-time inspection services to said construction in order to insure that said utilities are constructed in accordance with the approved plans and specifications therefore and or Architect providing to the City as-built record surveys of their locations upon completion; and

WHEREAS, Architect is willing to provide those services 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 1.2.21 which reads as follows:
 - 1.2.21 As a supplement to and in addition to those services provided for in Paragraph 1.2 above, Architect shall provide those services described as Item numbers 1., 2. and 3 under "Project Assumptions" in Architect's letter proposal dated November 18, 2010, a copy of which is attached hereto and made a part hereof as Exhibit D.
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 Forty-three Thousand Nine Hundred Nine and no/100s Dollars (\$1,143,909) ~~One Million One Hundred Twenty-seven Thousand Six Hundred Seventeen and no/100s Dollars (\$1,127,617)~~ for full and complete satisfactory performance, unless specified by means of written amendments to this Agreement as provided for herein.

3. That Paragraph 4.4 of the Agreement is hereby amended by the deletion of the reference to Paragraph "1.2.20" therefrom and the substitution of reference to Paragraph "1.2.21" therefore.

4. That Paragraph 4.6 of the Agreement is hereby amended to read as follows:

It is agreed and understood that Additional Services and Reimbursable Expenses shall be compensated by the Owner only up to the following amounts:

- (1) Additional Services \$ 16,004.00 ~~\$-00-~~
- (2) Reimbursable Expenses \$75,288.00 ~~\$-75,000~~

5. 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: _____

Approved:

LHB ENGINEERS AND ARCHITECTS, INC.
"Architect"

Assistant City Attorney

By _____
Company Representative

Its _____
Title of Representative

Date: _____