

PURCHASING AND LICENSING COMMITTEE

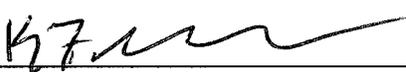
12-0460

RESOLUTION AUTHORIZING AMENDMENT TO AGREEMENT NO. 20890  
WITH ARCHITECTURAL ADVANTAGE LLP FOR ARCHITECTURAL  
SERVICES RELATED TO CITY HALL WINDOW REPLACEMENT,  
INCREASING THE AMOUNT PAYABLE TO \$81,350.

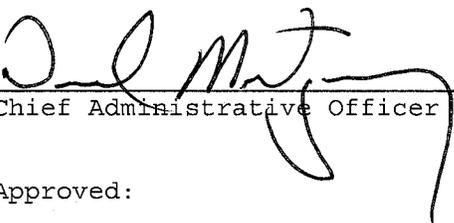
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a first amendment to agreement, substantially in the form of that agreement on file in the office of the city clerk as public Document No. \_\_\_\_\_ with Architectural Advantage LLP for architectural services related to the design and installation of replacement windows on city hall, increasing the amount payable thereunder by \$53,350, \$33,500 of which shall be payable from Fund No. 450-030-5520-CP2011-1104B (Capital Improvement, Finance) and \$19,850 of which shall be payable from Fund No. 450-030-5520-CP2012-1204 (Capital Improvement, Finance).

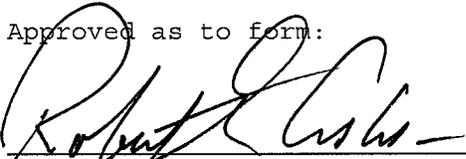
Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

PRCH/ATTY REA:dma 08/31/2012

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize an amendment to the contract with Architectural Advantage LLP for design and construction inspection services related to the completion of the window replacement project for City Hall.

## AMENDMENT TO AGREEMENT

This First Amendment to Agreement (the "Agreement"), effective as of the date of attestation by the City Clerk, between City of Duluth ("Owner") and Architecture Advantage, LLP ("Architect").

WHEREAS, the Owner and Architect entered into an Agreement for the design and installation of replacement windows in the Duluth City Hall building (the "Project") on or about June 29, 2009, which agreement was modified by an Additional Services Directive on or about May 11, 2011, which agreement and Additional Services Directive are hereinafter collectively referred to as the "Agreement", which Agreement covered Phases I and II of the Project; and

WHEREAS, the Owner has requested additional services from Architect related to Phase III of the Project as described in Architect's letter dated June 22, 2012 referenced below and as described in more detail herein and Architect is willing and able to perform such services.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Paragraph I on page 1 of the Agreement is amended as follows:

I. The Architect shall develop and prepare and/or administer the necessary schematic design, design development, construction and bidding documents, and on-site construction observation required for the construction of **the replacement of City Hall windows, File No. 09-0294, Project 09-04B** as described in the program prepared by the City of Duluth dated March 24, 2009, the February 4, 2011 Additional Services Directive, and the June 22, 2012 letter from Architecture Advantage, all of which are attached hereto as Exhibit A and are collectively referred to hereinafter as the "Project", to include the following services:

- a. Basic Project Program as set forth in the March 24, 2009 programming document:  
Development of design documents, bidding and construction administration phases for Project.
- b. Additional Services Directive: Construction Administration Services for Phase I and Architectural design for Phase II including complete plans and specifications and Construction administration for Phase II to include shop drawing review, on site meetings and coordination, final punch list and project completion and one year warranty inspection.
- c. Architect's June 22, 2012 letter: Architectural & Construction administration for Phase III to include design of the remaining window styles, design of new exterior entrance door styles for the remaining north façade and courtyard windows and exterior doors, construction documentation and specifications and construction administration for both.

2. Paragraph 1.13 is amended as follows:

1.1.3 The services covered by this Agreement are subject to the time limitations contained in this Agreement or attachments made a part hereof. The time limit for Architect's performances is

December 31, 2012.

3. Paragraph 4. is amended 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 **Eight-One Thousand Three Hundred Fifty and no/100 Dollars (\$81,350)** for full and complete satisfactory performance, unless specified by means of written amendments to this Agreement as provided for herein.

4. Paragraph 4.2 is amended as follows:

4.2 Compensation to be paid by the Owner to the Architect for the Architect's services specified in Paragraphs 1.1.1 through 1.1.12 shall in no event exceed Sixty-Five Thousand Eighty and no/100 Dollars (\$65,080).

5. Paragraph 4.3 is amended as follows:

4.3 Compensation to be paid by the Owner to the Architect for the Architect's services specified in paragraphs 1.1.13 through 1.1.28 above shall be computed on the same basis as for Additional Services as outlined in Paragraph 4.4; however, that in no event shall such compensation exceed Sixteen Thousand Two Hundred Seventy and no/100 Dollars (\$16,270).

6. Paragraph 4.6 shall read as follows:

4.6 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   | \$1,000.  |
| (2.) | Reimbursable Expenses | \$ 1,000. |

7. Paragraph 5.1 is amended as follows:

5.1 The Owner shall make payments under this Agreement charging such amounts as follows:

- i. Original Agreement amount of \$28,000: **Fund 450, Agency 030, Object 5520, CP 2009 09-04 B.**
- ii. 2011 Additional Services Directive: **Fund 450, Agency 030, Object 5520, CP 2011 1104 B.**
- iii. 2012 Services under this Amendment: **Fund 450, Agency 030, Object 5520, CP 2012 1204 B.**

8 Except as specifically amended pursuant to this Amendment, the Agreement remains in full force

and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

**CITY OF DULUTH**

**ARCHITECTURE ADVANTAGE, LLP**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its City Clerk  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_  
Its City Auditor

Approved as to form:

By: \_\_\_\_\_  
Its City Attorney

**EXHIBIT A**

June 22, 2012 letter from Architecture Advantage, LLP