

PURCHASING & LICENSING COMMITTEE

13-0218R

RESOLUTION AUTHORIZING A \$1,711 INCREASE TO AGREEMENT NO. 21607 WITH BARR ENGINEERING CO. FOR PROFESSIONAL CONSULTING SERVICES FOR THE PREPARATION OF AN ENVIRONMENTAL ASSESSMENT WORKSHEET FOR THE DULUTH TRAVERSE TRAIL IN AN AMOUNT NOT TO EXCEED \$25,211.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an amendment to amend Agreement No. 21607 with Barr Engineering Co., substantially in the form of that on file in the office of the city clerk as Public Document No. _____ to increase the consulting fee in the amount of \$1,711, for a new agreement total not to exceed \$25,211, payable from Fund 205-130-1220-5530-CM205-Travrs (Parks, Community Resources, Parks Capital, Improvements Other Than Buildings).

Approved:



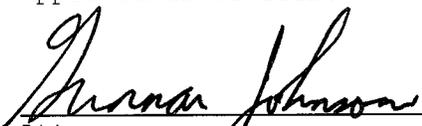
Department Director
Purchasing Agent 

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

P&R/PRCH KB:DS:le 04/29/2013

STATEMENT OF PURPOSE: This resolution authorizes a \$1,711 increase to the agreement with Barr Engineering Co. (Barr) for professional consulting services

for the preparation of an Environmental Assessment Worksheet (EAW) in an amount not to exceed \$25,211. The city was awarded a Legacy Grant (Grant) for its Duluth Traverse Project (Project). Barr submitted its proposal to prepare an EAW for the project. After Barr submitted its proposal and the city accepted the proposal, it was determined that under the terms of the Grant, an archeological study was required. Barr contracted with and paid for the study and is seeking reimbursement for payment of the study resulting in the need to increase the consultant fee by \$1,711.

Requisition 12-0257-1

**AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF DULUTH
AND
BARR ENGINEERING CO.**

The Agreement #21607 (the "Agreement") between City of Duluth ("City") and Barr Engineering Co. ("Consultant") relating to Consultant's work in preparing an Environmental Assessment Worksheet related to the Duluth Traverse Project is amended as set forth below. Capitalized terms used in this Amendment but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, the City and Consultant entered into the Agreement on or about April 25, 2012 for Consultant to prepare an Environmental Assessment Worksheet; and

WHEREAS, at the time of signing the Agreement, the parties were not aware of the DNR's requirement under the Legacy Grant to include an archeological study in the Project; and

WHEREAS, Consultant contracted with and subsequently paid for the DNR's required archeological study; and

WHEREAS, the parties wish to amend the Agreement to increase Consultant's Fee amount for payment of the archeologist study.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the parties agree as follows:

1. Section II of the Agreement is amended as follows (deleting the strike through language and adding the underlined language):

II. Fees.

It is agreed between the parties that Consultant's maximum fee for the Project shall not exceed the sum of ~~Twenty-three~~ Twenty-Five Thousand ~~Five~~ Two Hundred Eleven and 00/100th dollars (\$~~23,500.00~~ \$25,211.00) inclusive of all travel and other expenses associated with the Project, payable from Fund 205-130-1220-5530-CM205-Travrs (Parks, Community Resources, Parks Capital, Improvements Other Than Buildings). Payments will be made upon completion of each Task outlined in the Proposal and upon receipt of an invoice. All invoices for services rendered shall be submitted to the attention of Kathy Bergen, Parks Manager. Payment of expenses is subject to the City's T&E reimbursement policy and receipt of reasonable substantiation/back-up supporting such expenses.

2. 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.

3.

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

CITY OF DULUTH

BARR ENGINEERING CO.

By: _____
Its Mayor

By: _____
Its _____

Attest: _____
Its City Clerk

Countersigned:

By: _____
Its _____

By: _____
Its City Auditor

Tax I.D. _____

Approved as to form:

By: _____
Its City Attorney