

PURCHASING & LICENSING COMMITTEE

13-0502R

RESOLUTION AUTHORIZING AMENDMENT ONE TO AGREEMENT C21707 WITH ARCHITECTURAL RESOURCES, INC., FOR PROFESSIONAL DESIGN SERVICES FOR PORTIONS OF THE DULUTH TRAVERSE TRAIL FOR AN INCREASE OF \$7,800, AND A TOTAL CONTRACT AMOUNT OF \$30,600.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute Amendment One to the city's Agreement C21707 with Architectural Resources, Inc., a copy of which is on file in the office of the city clerk as Public Document No. \_\_\_\_\_, for professional landscape and architectural design services for portions of the Duluth Traverse Trail at Mission Creek and Lester Park in the amount of \$7,800, for a total contract amount of \$30,600, payable from Park Fund 205, Dept./Agency 130 (Community Resources), Div. 1220 (Parks Capital), Obj. 5530 (Improvements Other than Buildings), Project CM205-Travrs.

Approved:

  
\_\_\_\_\_  
Department Director  
Purchasing Agent DTS

Approved for presentation to council:

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

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

STATEMENT OF PURPOSE: This resolution authorizes an increase to city Agreement C21707 with Architectural Resources, Inc., for professional design services for portions of the Duluth Traverse Trail at Mission Creek and Lester Park. This adjustment of \$7,800 will bring the contract total to \$30,600.

The additional services are required because the final trail flagged by the International Mountain Bicycling Association was 3.2 miles longer than specified in the original documents. The additional services include the:

- (a) Preparation of construction documents for the additional 3.2 miles.
- (b) Rebidding of the construction documents (the first bidding process was unsuccessful in obtaining qualified bidders.)

Requisition No. 12-0360-1

**AMENDMENT TO AGREEMENT 21707**  
**BETWEEN**  
**THE CITY OF DULUTH**  
**AND**  
**ARCHITECTURAL RESOURCES, INC.**

The Agreement 21707 (“Agreement”) between City of Duluth (“City”) and Architectural Resources, Inc., in providing professional landscape and architectural design services for portions of the Duluth Traverse Trail, for an increase 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 Architectural Resources, Inc., entered into an agreement on or about August 23, 2013, (“Agreement”) under which the parties agreed to certain terms and conditions in providing these professional services; and

WHEREAS, the City has requested additional services The additional services are required because the final trail flagged by the IBMA (International Mountain Bicycling Association) was 3.2 miles longer than specified in the original documents; and

WHEREAS, the City and Architectural Resources, Inc., wish to amend the Agreement to accommodate the additional services requested by City as set forth herein

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

1. Services to be Performed

Consultant will provide the services provided in its proposal dated August 12, 2013, and attached hereto as Exhibit A.

2. Fees

It is agreed between the parties that Consultant’s services for the term of this Agreement shall not exceed the ~~total compensation of \$22,800~~, \$30,600.00, payable from payable from Park Fund 205, Dept./Agency 130 (Community Resources), Div. 1220 (Parks Capital, Obj. 5530 (Improvements Other than Buildings), Project CM205-Travrs. All bills for services rendered shall be submitted monthly to the City’s Public Administration Department. Compensation shall be paid as set forth in Exhibit A.

3. Notifications

Unless otherwise provided herein, notice to the City or Northern Energetics shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses

hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth  
Director, Public Administration  
City Hall, Room 322  
411 West First Street  
Duluth, MN 55802

Architectural Resources, Inc.  
Project Landscape Architect  
126 East Superior Street  
Duluth, MN 55802

5. 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**

**ARCHITECTURAL RESOURCES, INC.**

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

By: \_\_\_\_\_

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

Its \_\_\_\_\_

Countersigned:

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

Approved as to form:

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

**EXHIBIT A**



**A R C H I T E C T U R A L  
R E S O U R C E S • I N C .**

May 30, 2012

Ms. Kathy Bergen  
Parks and Recreation Manager  
City of Duluth – Parks Office  
411 W First Street  
Duluth, MN 55802

**Professional Services Proposal  
12-039 City of Duluth – Duluth Traverse Trail**

Dear Kathy:

Architectural Resources, Inc. (ARI) is pleased to submit this proposal for Professional Services for the Duluth Traverse Trail project presented by COGGS (Cyclist of Gitchi Gumi Shores). It is our understanding that approximately 18 miles of purpose built single trail for mountain bikes will be built in Mission Creek and 4 miles in Lester Park.

ARI's scope of work on this project will include landscape architectural design services for the proposed trail in both Mission Creek and Lester Park. We will provide separate construction documents for each park necessary to bid the trail projects as two separate construction projects.

Our scope of work includes: trail alignment plans, amenities descriptions, way finding signage and trail head location plan, and constructed trail feature details. It is our understanding that IMBA will provide detailed information on the trail alignment and trail features under a separate contract as well as trail pin flagging. ARI will coordinate this work with COGGS, IMBA and city staff.

ARI understands that Community GIS will be providing the necessary GIS data to complete the above mentioned construction documents under a separate contract with the City of Duluth. We also understand that IMBA will be under contract to provide corridor flagging services, and expert construction administration services. Barr Engineering will be providing the necessary SWPPP documents. We will work closely with Barr to integrate the SWPPP components into our construction documents.

**Exclusions**

- Geotechnical services
- Stormwater Pollution Prevention Plan (SWPPP)
- GIS services
- Pin flagging
- Trail Corridor Flagging

ARCHITECTURE • ENGINEERING • LANDSCAPE ARCHITECTURE • INTERIOR DESIGN

126 East Superior Street • Duluth, MN 55802  
tel: 218.727.8481 • fax: 218.727.8483  
email: archres@cpinternet.com • website: www.arimn.com

**Proposed Fee:**

ARI proposes a lump sum fee of \$7,800.00 (seven thousand eight hundred dollars) for this work.

Additional Services Performed	\$ 3,600.00
<u>Construction Administration Service to be Performed</u>	<u>\$ 4,200.00</u>
Total	\$ 7,800.00

The fee as outlined in this proposal is based on the project scope as indicate herein. If the project scope (budget) changes, we reserve the right to adjust our fee accordingly. Any change in Scope and Fee would receive your review and approval prior to proceeding.

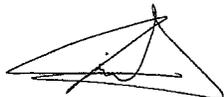
**Reimbursables:**

ARI proposes a cost of 5¢ per face sheet for specifications and \$2.00 per plan sheet as the printing costs for this project. This cost includes binding, mail bags, postage, and record keeping of the documents.

This constitutes my understanding of the Project Scope and the Proposal information discussed. Thank you for the opportunity to submit this proposal. Please contact me if you have any questions or need any clarification.

Respectfully,

ARCHITECTURAL RESOURCES, INC.



James M. Shoberg, RLA  
Landscape Architect

JMS/sr