



DATE: November 3, 2021
REGULAR

AGENDA ITEM: Leo A Daly Contract Amendment

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

The city approved the contract with Leo A Daly at their December 15, 2020 meeting. As the project has progressed the scope of the project changed resulting in additional fees.

ISSUE BEFORE COUNCIL:

Should the council approve the contract amendment with Leo A Daly?

PROPOSAL:

A copy of the proposed contract amendment is included in your packet. There were 4 changes from the original contract. Change 1 was the city staff requesting the training room be placed on the first floor after conducting site visits (\$9,500). Keeping it on the second floor also would have resulted in a room with low ceilings and limited AV capabilities. Change 2 was the exploration of the sheriff's bay which was later dropped (\$4,500). Change 3 relates to the use of precast instead of steel joists (\$4,000). Change 4 is related to the poor soils discovered at the site after the geo technical investigation (\$2,500).

FISCAL IMPACT:

Increases the contract cost by \$20,500. This has been included in the project cost estimates for the previous agenda item on the city hall and in the bonding amounts to follow.

OPTIONS:

- 1) Approve Contract Modification No 001 with Leo A Daly
- 2) Amend and then Approve Contract Modification No 001 with Leo A Daly
- 3) Do not approve a contract modification

RECOMMENDATION:

"Motion to approve Contract Modification No 001 with Leo a Daly."

ATTACHMENTS:

- Leo A Daly Contract Amendment

October 15, 2021

Contract Modification Number 001

Lake Elmo City Center

Date of the "Original Agreement": December 15, 2020.

This contract modification ("Contract Modification") is made by and between **LEO A DALY Company** ("Consultant") and **City of Lake Elmo** ("Client")(together the "Parties"). The purpose of this Contract Modification is to alter the scope or fee as provided herein. Capitalized terms not otherwise defined herein shall have the meanings contained in the Original Agreement.

1. SCOPE OF SERVICES

- The Consultant performed the following additional services or scope of work in reference to Article 4.2.1.1. 1 "Services necessitated by a change in the Initial Information ... or a material change in the Project size, quality, complexity, the Owner's schedule or budget for the Cost of the Work."
 - **Change in Scope No. 1:**
 - Training/Community Room: The 1,106 square foot space according to the Initial Information was part of the Brookfield building footprint. Per the City design team, we moved to the adjacent addition after touring other facilities and seeing the impact of having the room adjacent to and part of the lobby and the ability to have taller ceilings proportionate to the size of the space.
 - **Change in Scope No. 2:**
 - The 746-sf addition was not part of the original Initial Information. It was designed and developed at the direction of the City's design team. It was carried as a bid alternate, through Design Development and then dropped from the project.
- The Consultant performed the following additional services or scope of work in reference to Article 3.1.3.1 "The Owner agrees that the Architect is not responsible for damages arising from any circumstances beyond the Architect's reasonable control.... or discovery of any hazardous substances or differing and unforeseeable site conditions."
 - **Change in Scope No. 3:**
 - At the direction of the CM, the project design needed to investigate alternative options to steel bar joist due to market based lead time issues. Our investigations decreased the lead time of critical structural components by several months.
 - **Change in Scope No. 4:**
 - Due to the findings from the Geotechnical Report, our civil and structural engineers reviewed several alternatives to standard drainage design and soil preparation to arrive at the most economical and structurally appropriate solution.

2. COMPENSATION

For services performed under this Contract Modification, the Consultant's compensation will be:

☒ Lump Sum: \$20,500

In addition, reimbursable expenses will be paid per terms of the Original Agreement.

As a result of this Contract Modification, Consultant's total compensation, if applicable, is now \$583,220.

Consultant shall be paid consistent with the terms and conditions of the Original Agreement.


3. CONTRACT MODIFICATION TERMS & CONDITIONS

- A. This Contract Modification shall become effective on the date of the last undersigned party.
- B. All other terms under the Original Agreement not modified or contradicted herein shall remain in full force and effect.
- C. The Parties represent and warrant that the undersigned individuals have the authority to execute this Contract Modification.
- D. The execution, delivery and effectiveness of this Contract Modification shall not, except as expressly provided herein, operate as a waiver of any provision of the Original Agreement.

In Witness Whereof, the Parties have caused this Contract Modification to be executed:

CONSULTANT: LEO A DALY COMPANY

CLIENT: CITY OF LAKE ELMO

By: 

By: _____

Its: Managing Principal

Its: _____

Name: Cindy McCleary, AIA

Name: _____

Date: October 15, 2021

Date: _____