



Community Development Department

DATE: March 4, 2021
FROM: Ben Ehreth, AICP, Community Development Director
ITEM: Contract Amendment with Highland Acres Historic Survey Consultant

REQUEST

Metcalf Archeological Consultants, Inc. is seeking a contract amendment for the Highland Acres Historic Survey project.

Please place this item on the March 9, 2021 City Commission meeting agenda.

BACKGROUND INFORMATION

The City Commission approved a contract with Metcalf Archeological Consultants, Inc. on July 14, 2020 for the Highland Acres Historic Architectural Survey project as recommended by the Historic Preservation Commission. The original contract outlined a pay schedule in which the third payment, or 40% of the entire compensation, would be remitted upon completion of all remaining site survey forms. The number of forms previously completed was 15, per the terms of the contract, leaving over 200 remaining site forms to complete between the second payment and the third. The completion of individual site forms is a labor-intensive activity. In order to provide compensation for labor expenses incurred, Metcalf Archeological Consultants LLC is requesting a revised payment schedule that provides an additional payment between contract deliverables. A copy of the contract amendment is attached for your reference.

The proposed amendment would not result in an increase in the compensatory amount.

RECOMMENDED CITY COMMISSION ACTION

Staff recommends approval of the attached contract amendment.

STAFF CONTACT INFORMATION

Ben Ehreth, AICP | Community Development Director, 355-1842 or behreth@bismarcknd.gov

Will Hutchings | Planner, 355-1850 or whutchings@bismarcknd.gov

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH THE CITY OF
BISMARCK AND METCALF ARCHAEOLOGICAL CONSULTANTS, INC. FOR THE “HISTORIC
ARCHITECTURAL SURVEY OF HIGHLAND ACRES OF BISMARCK, NORTH DAKOTA”
PROJECT

This Amendment to Agreement for Professional Services (this “**Amendment**”) is entered into by and between the Metcalf Archaeological Consultants, Inc. (“**Contractor**”), and the City of Bismarck, a North Dakota municipal corporation, (“**City**”).

WHEREAS, Contractor and City are parties to that certain Agreement for Professional Services, dated July 14, 2020, (the “**Agreement**”);

WHEREAS, Contractor and City wish to amend some of the terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Paragraph 5 Compensation shall be deleted and replaced with the following:
Compensation and expenses to the Contractor in full for this project will not exceed \$38,000.00.
 - A. First Payment: 10% of the compensation due in the amount of Three Thousand Eight Hundred (\$3,800.00) Dollars upon completion and approval of the preliminary identification of neighborhood features and first fifteen (15) site forms and (on or about September 1, 2020).
 - B. Second Payment: 20% of the compensation due in the amount of Seven Thousand, Six Hundred (\$7,600) Dollars upon completion of all fieldwork (on or about December 1, 2020)
 - C. Third Payment: 20% of the compensation due in the amount of Seven Thousand Six Hundred (\$7,600) Dollars upon completion of half of the remaining site forms (on or about March 10, 2021).
 - D. Fourth Payment: 20% of the compensation due in the amount of Seven Thousand Six Hundred (\$7,600) Dollars upon completion of all remaining site forms (on or about April 30, 2021).
 - E. Fifth Payment: 20% of the compensation due in the amount of Seven Thousand, Six Hundred (\$7,600) Dollars upon completion of the draft survey report (on or about May 1, 2021) and the presentation to the Bismarck Historic Preservation Commission (on May 19, 2021).
 - F. Final Payment: 10% of the compensation due in the amount of Three Thousand, Eight Hundred (\$3,800) Dollars upon completion of the final survey report and all remaining products to the State Historic Review Board, and final approval of the Survey by the ND SHPO (on or about September 1, 2021).
2. Except as expressly amended by this Amendment, the terms and provisions of the Agreement shall remain in full force and effect. To the extent any of the terms and provisions of the Agreement are inconsistent with the terms and provisions of this Amendment, the terms and provisions of this

Amendment shall govern and control. All defined terms used in this Amendment and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement. No modification, waiver, amendment, discharge or change of this Amendment shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts shall together constitute but one agreement. Facsimile and/or digitally transmitted signatures shall be sufficient to bind the Parties and shall in all respects be treated in court proceedings or otherwise as the legal equivalent of an original signature.
4. This Amendment is effective upon full execution by all parties.

CITY OF BISMARCK

Date: _____

By: _____
Steve Bakken, Mayor

Date: _____

By: _____
Attest Keith Hunke, City Administrator

CONTRACTOR

Date: March 4, 2021

By: 

Damita Engel, General Manager
Metcalf Archeological Consultants, Inc. - Bismarck