

**AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
ANN ARBOR ARCHITECTS COLLABORATIVE, INC
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES FOR
NEW FIRE STATION
RFP NO. #20-29**

This Amendment Number 1 (“Amendment”) is to the agreement between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 (“City”), and Ann Arbor Architects Collaborative, Inc. (“Contractor”), a corporation organized and doing business under the laws of the State of Michigan, with its address at 115 ½ East Liberty Street, Ann Arbor, MI 48104. City and Contractor are referred to collectively herein as the “Parties.” The Parties agree as follows:

- 1) Article Exhibit A, Scope of Services, is amended to add Additional Service Requests #1 and #2, as reflected in the revised Exhibit A, attached hereto.
- 2) Article Exhibit B, Compensation, is amended to reflect the additional costs related to the Additional Service Requests #1 and #2, as reflected in the revised Exhibit B, attached hereto.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties’ heirs, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

For Contractor

By _____
Donald F. Barry, JD, AIA, LEED AP

Its: President

Date: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Milton Dohoney Jr., Interim City Administrator

Mike Kennedy, Fire Chief

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

PHASE 1 - PRE-DESIGN

This initial project phase is the point in the project to set the project goals, core objectives and direction of the project through a Visioning Session. The project team will use this early stage to analyze the feasibility of Net Zero goals and the means for their accomplishment. Human health and wellness for fire fighters will be highlighted and discussed. All necessary background information will be obtained, including topographic, ALTA, and tree surveys, and geotechnical testing as required. Insite Design will investigate site design concepts to address flood plain and wetland site challenges.

Program confirmation and initial meetings with City Staff will also be included in the phase of the project. Before design concepts for the fire station are finalized, the A3C/TCA Team will review the existing program with the City to assess important adjacencies.

Deliverables for this phase comprise the following:

- Project Visioning Session
- Net Zero strategy
- Survey / Testing / Information gathering
- Conceptual site design
- Program confirmation and revision

This phase is anticipated to take three to four weeks.

PHASE 2 - SCHEMATIC DESIGN

A Conceptual Design with floor plans and key elevations will be developed to explain the design concept. The Conceptual Design will be presented to the City of Ann Arbor project team and revised, based on their input, for a final design.

Deliverables for this phase comprise the following:

- Conceptual Floor Plans & Key Elevations
- Updated Site Design
- Preliminary MEP Engineering and Energy Modeling
- Updated Project Schedule.
- Preliminary Project Budget
- Outline Specifications of Building Systems and Structural Concepts for review.
- Goals and target matrix for sustainability objectives

This phase is anticipated to take four to six weeks and includes time for integration of initial site and design ideas.

PHASE 3 - DESIGN DEVELOPMENT

Further development of the conceptual design will be developed during the Design Development Phase. For a successful sustainable strategy to continue during this phase, energy simulations, life cycle costing and a deeper dive into the performance criteria of building materials will also be a part of this phase.

Basic Interior Design is included with the office furniture and layout design to be coordinated with the office systems supplier, if the City has a preferred supplier available.

The A3C Design Team will attend meetings with the City Project Team for any commission review and approval meetings.

Deliverables for this phase comprise the following:

- Documents to be completed to 35% site, architectural, mechanical, electrical, plumbing, low voltage and structural drawings for Owner review prior to proceeding to the Construction Document Phase.
- (3) Agency Coordination Meetings.
- Produce design documents for the scope of the project for Preliminary and Final Site Plan approvals.
- Revise Project Schedule, if necessary.
- Updated specifications with performance criteria
- Energy simulation results
- Evaluations of Life Cycle Costing
- Updated Goals and Targets matrix for Sustainability objectives

Total timing will be dependent on the City approval process.

PHASE 4 - CONSTRUCTION DOCUMENTATION

Documentation and Review –

We will develop the documents to a level that can productively be reviewed by the City's Designated Representatives. We will conduct a 50% review 'page turn' of this documentation, which will include:

- Preliminary architectural drawings including demolition and new work plans, reflected ceiling plans, and select elevations
- Preliminary MEP drawings
- Proposed finishes including material samples
- Product data
- Outline specification and systems narrative
- Preliminary opinion of probable construction cost

Construction Documentation –

Upon approval of the 50% review documentation, we will begin final construction documents. Revisions and corrections to the 50% documents, based on review and input from the City's Designated Representatives, will begin this phase of work.

Construction Documentation and Review –

The design team will then develop the documents for final review. We suggest that this review take place at 85% document completion so that any comments or corrections can be incorporated into the final bid set. These documents will be presented to designated agents at a review meeting and will include:

- Architectural drawings including demolition plans, new work plans, reflected ceiling plans, interior elevations, schedules, and details
- MEP drawings including mechanical systems design, electrical power, voice/data, security systems, audio/visual systems, and plumbing design

- Final specifications including performance criteria for fire protection and fire alarm/detection systems
- Opinion of probable construction cost
- Updated energy goals matrix that will track any green building certification goals
- Material substitution and acceptable criteria matrix

Final Bid Document Issue –

- Upon review and approval of the 85% documentation the design team will implement any corrections or comments into the documents in preparation for issuance of bid documents. These documents will allow for flexibility in award and be compiled into a format acceptable to the City for solicitation of contractor bids.

Timeline for final CDs will be four to five months.

PHASE 5 - BIDDING CONSTRUCTION, AND COMMISSIONING

Bid Partnership –

During the bidding and negotiation phase, the design team will partner with Contractors and City Representatives to provide clarification and assistance to bidders. Addenda will be issued, as required by the inquiries received

Design Intent Documentation -

Clear documentation of energy goals, to make sure that project innovations are carried through are included as part of the bidding process. A value engineered approach that could negate some of the project intentions, will not be encouraged during the bidding process.

Construction Support –

In addition to the customary RFI/submittal/ punch list support, we will work with the Contractor to resolve any problems or conflicts and enhance the final work product. We will provide input on scope changes proposed by the City or the Contractor and find opportunities to correct any discrepancies before the work is constructed. We will attend scheduled meetings during construction and visit the site at appropriate intervals to engage in necessary change resolution and problem solving.

Substantial Completion and Closeout –

Upon substantial completion of the project, the design team will conduct a punch list review and document necessary closeout items. We will review Contractor as-built documentation and provide record documents to the City in electronic format. Two to four hard copy sets of plans, specifications and design notes indexed by appropriate discipline will also be provided to the City at project completion.

Commissioning -

Working closely with our MEP partners, all building operations manuals and procedures will be reviewed with the City and the building occupants. A commissioning agent is included as a part of the project team.

PHASE 6 - BUILDING OPERATION (START-UP)

The design team will transfer knowledge of building systems, so that the City will be able to successfully operate their new building. This phase is dependent on the successful closeout of the Construction Document and Commissioning Phase of the project.

PHASE 7 - POST OCCUPANCY (LONG-TERM BUILDING OPERATION)

A 'lessons learned,' post-project feedback meeting can help to bring this phase of the project to its best result; learning to make the next project better. This service can be added to the project as an additional service to make the City ensure that they have the best understanding of how their building can continue to thrive and provide valuable information for the next City project.

Continuing Partnership –

Upon request, A3C will conduct a review of any warranty items to be completed or corrected prior to the expiration of the warranty period and provide a list of outstanding warranty items to the City.

ADDITIONAL SERVICE REQUEST #1

After providing a fairly flushed out schematic design at the current site using only the current Fire Station 4 parcel, the Contractor was asked to stop work on this provided schematic design. The Contractor was then asked to explore the potential of expanding into the park to alleviate possible ingress and egress concerns. The Contractor has developed a new schematic to fit concepts based on Departmental, City Attorney, and the Parks and Service Managers guidance, to mitigate such concerns and develop an alternative site solution which would additionally enhance the park.

This work was recognized as being outside of the initial project scope.

Deliverables for this phase include the following:

- Develop and advance agreed upon alternative site concept using portions of Scheffler Park, drive-thru apparatus bays, and exit alignment with the Platt and Huron Parkway intersection.
- Conduct conference calls and coordination related to updated design
- Purpose preliminary plan diagram test to fit to verify a potential working solution
- Purpose block massing to verify preliminary plan diagram stacking
- Conduct landscape and civil coordination
- Perform presentation to the Parks Advisory Commission

ADDITIONAL SERVICE REQUEST #2

A preliminary meeting with the Ann Arbor Planning Department resulted in instruction that use of a portion of Scheffler Park would require joining the entire park parcel to the site plan submission. In addition, the Contractor design team has been tasked with the design of a replacement basketball court in Scheffler Park. This will require additional survey and design work that was outside of the original scope of services.

Deliverables for this phase include the following:

- Perform Topographic survey of park
- Perform Tree Survey (est. 400 trees)
- Additional concept planning & meetings
- Work with Washtenaw County Drain Commission on drainage plan for basketball court & drainage testing
- Develop basketball court concept
- Develop basketball court site plan
- Conduct engineering for basketball court site engineering
- Landscape architecture services for Scheffler Park for basketball court addition
- Architectural project management for construction of basketball court

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

PRELIMINARY DESIGN			
<i>Phase includes Pre-Design, Schematic Design, and Design Development Phases as defined in Exhibit A - Scope of Services</i>			
Firm Name	Discipline	Cost	Notes
PEA	Civil Engineering	\$30,250	
PEA	Topo Survey	\$9,500	50' overlap, public road to opposite curb at frontage
PEA	ALTA Survey	\$3,000	(Required for City of Ann Arbor Site Plan Submittal)
PEA	Tree Survey	\$1,500	Trees 6" dbh and greater, tagged and located, City tree condition worksheets
PEA	Geotechnical Investigation	\$8,000	Includes 4 borings at 15' (pavements), 5 borings at 20' (building).
PEA	Infiltration Testing	\$3,500	Typical WCWRC method
PEA	EGLE Wetland/ Floodplain Permitting	\$5,500	stormwater discharge to wetland. No impact to floodway
InSite	Landscape Architecture	\$11,250	
Silman	Structural Engineering	\$11,925	
A3C/TCA	Architectural Design	\$84,308	
PBA	MEP Engineering	\$30,550	
CommTech	Technology	\$4,500	
A3C/TCA	LEED/Net Zero Studies	\$10,000	
TOTAL BASE PROFESSIONAL FEES:		\$213,783	
Estimated Reimbursable Expenses		\$2,000	
TOTAL FOR PHASE:		\$215,783	
FINAL DESIGN			
<i>Phase includes Construction Document Phase as defined in Exhibit A - Scope of Services</i>			
Firm Name	Discipline	Cost	Notes
PEA	Civil Engineering	\$29,000	
InSite	Landscape Architecture	\$8,750	
Silman	Structural Engineering	\$9,275	
A3C/TCA	Architectural Design	\$65,573	
PBA	MEP Engineering	\$27,650	
CommTech	Technology	\$3,500	
TOTAL BASE PROFESSIONAL FEES:		\$143,748	
Estimated Reimbursable Expenses		\$2,000	
TOTAL FOR PHASE:		\$145,748	
BIDDING, CONSTRUCTION & COMMISSIONING			
<i>Phase includes Bidding, Construction, and Commissioning Phases as defined in Exhibit A - Scope of Services</i>			
Firm Name	Discipline	Cost	Notes
PEA	Civil Engineering	\$6,500	
InSite	Landscape Architecture	\$5,000	
Silman	Structural Engineering	\$5,300	
A3C/TCA	Architectural Design	\$37,470	
PBA	MEP Engineering	\$15,800	
CommTech	Technology	\$2,000	
PBA	Commissioning (non-LEED)	\$11,000	
TOTAL BASE PROFESSIONAL FEES:		\$83,070	
Estimated Reimbursable Expenses		\$6,500	
TOTAL FOR PHASE:		\$89,570	
FEE SUMMARY			
Firm Name	Discipline	Cost	Notes
PEA	Civil Engineering, Surveys, Testing	\$96,750	
InSite	Landscape Architecture	\$25,000	
Silman	Structural Engineering	\$26,500	
A3C/TCA	Architectural Design	\$197,350	
PBA	MEP Engineering	\$85,000	
CommTech	Technology	\$10,000	
TOTAL BASE PROFESSIONAL FEES:		\$440,600	
Estimated Reimbursable Expenses		\$10,500	
GRAND TOTAL		\$451,100	

Additional Service Request #1 (“ASR 01”)

DESCRIPTION OF CHANGE	REQUESTED BY	AMOUNT
Sr. Principal (16 hrs. @ \$175)	A3C	\$2,800.00
Principal Lead (17.5 hrs. @ \$175)	TCA	\$3,062.50
Project Architect (33.5 hrs. @ \$145)	TCA	\$4,857.50
Principal (0.5 hrs. @ \$100)	InSite	\$50.00
Landscape Architect (8 hrs. @ \$75)	InSite	\$600.00
	TOTAL AMOUNT:	\$11,370.00

Additional Service Request #2 (“ASR 02”)

DESCRIPTION OF CHANGE	REQUESTED BY	AMOUNT
Topographic survey of park	PEA	\$9,500
Tree Survey (est. 400 trees)	PEA	\$6,000
Additional concept planning & meetings	PEA	\$4,250
Basketball court WCRC meeting & testing	PEA	\$3,500
Basketball court concept	PEA	\$1,500
Basketball court site plan	PEA	\$5,500
Basketball court site engineering	PEA	\$4,000
Landscape Architecture (see attached proposal)	InSite	\$16,600
Project Management	A3C	\$5,000
	TOTAL /ASR 02:	\$55,850
	Revised Total Contract:	\$518,320