

AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CDM SMITH MICHIGAN, INC.
AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 East Huron Street, Ann Arbor, Michigan 48107-8647 ("City") and CDM Smith Michigan Inc., having its offices at 645 Griswold Street, Suite 3770, Detroit, Michigan 48226 ("Consultant") agree to amend the professional services agreement for the Springwater Subdivision Improvements Project executed by the parties dated July 15, 2013 as follows:

- 1) Article III.A, Services, is amended to read as follows:

The Consultant agrees to provide professional engineering services ("Services") in connection with the Project as described in Exhibit A of the Professional Services Agreement dated July 15, 2013, and as described in Exhibit A-1 of Amendment Number 1, September 15, 2014. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.

- 2) Article IV.A, Compensation of Consultant, is amended to read as follows:

The Consultant shall be paid in the manner set forth Exhibit B of the Professional Services Agreement dated July 15, 2013 and as described in Exhibit A-1 of Amendment Number 1 dated September 15, 2014. Payment shall be monthly, unless another payment term is specified in Exhibit B of the Professional Services Agreement dated July 15, 2013 and as described in Exhibit A-1 of Amendment Number 1 dated September 15, 2014, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$239,995.00.

All terms, conditions, and provisions of the original agreement between the parties executed July 15, 2013, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this September 15, 2014.

FOR CDM SMITH MICHIGAN, INC.

By _____
Mark TenBroek, President

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Services Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney



CDM Smith Michigan Inc.
645 Griswold Street, Suite 3770
Detroit, Michigan 48226
tel: 313-963-1313
fax: 313-962-8525

July 30, 2014

Ms. Anne Warrow, P.E.
Project Manager
City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48107-8647

Subject: **RFP-857 - Springwater Subdivision Improvements Project
Construction Services Proposal**

Dear Ms. Warrow:

We are nearing the start of construction for phase I of the Springwater Subdivision Project. In previous discussions, you requested that CDM Smith provide Construction Services support. This letter outlines our proposed scope of services and budget for this role.

In general, our role will be based around a project manager (PM), who will provide document coordination with the design team, along with communications support for the City project manager and the City's construction inspection team. Detailed activity descriptions are as follows:

- ✓ **Project Meetings** - In the lead-up to the start of construction, CDM Smith will assist with pre-construction meetings and other communications. During the construction phase, the CDM Smith project manager (PM) will attend weekly progress meetings with the City and contractor. It is assumed that City staff will provide the agenda and meeting minutes for each meeting. Over the 3 month construction period, 10 construction progress meetings are assumed.
- ✓ **Submittals and RFIs** – CDM Smith will review contractor submittals and RFIs within the timeframe stipulated in the contract documents. It is our understanding that all submittals and RFIs will be routed through the City project manager, but CDM Smith will maintain an internal tracking schedule to assist with processing these requests. The CDM Smith PM will coordinate with the engineering design team to provide review, comments, and response to the contractor up to the task limits included for hours and labor.
- ✓ **Field Design Changes** – As design changes arise during construction, CDM Smith will develop conceptual design documents for City review and approval. This documentation will generally include mark-ups of the construction plans, with supplementary sketches for additional details where needed. Homeowner communication assistance will also be provided when this support is requested by City staff. Support for field design changes will be provided within a task limit for hours and labor as shown in the proposed budget.





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Our proposed budget for these construction services support activities is outlined in the table below. This proposal is based on a cost times a factor approach, with an upper limit total as shown. A 14-week construction period is assumed (August 4, 2014 – November 10, 2014).

Activity	Hours	Budget
Project Meetings	18	\$ 2,941
Submittals and RFIs	32	\$ 5,229
Field Design Changes	48	\$ 8,400
TOTAL	98	\$ 16,571

If you need additional information, we would be happy to discuss our proposed role and level of support. Please contact me at (313) 230-5615 if you would like to discuss or schedule a meeting.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Mark J. TenBroek".

Mark J. TenBroek, P.E., BCEE
President
CDM Smith Michigan Inc.