

**AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN FISHBECK AND
THE CITY OF ANN ARBOR**

This Amendment Number 1 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and FISHBECK, ("Contractor") for Professional Consulting Engineering Services which is dated June 23, 2024 ("Agreement"). City and Contractor agree to amend the Agreement as follows:

1) Article III, SERVICES, is amended to read as follows:

- A. The Consultant agrees to provide professional consulting engineering services ("Services") in connection with the Project as described in Exhibit A. 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.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

2) Article V, COMPENSATION OF CONTRACTOR is amended to read as follows:

- A. The Consultant shall be paid on the basis of time spent and materials used at the rates and prices as amended by Amendment Number 1 (Exhibit B-1) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$850,000.00. The original contract amount was \$500,000.00. The Amendment No. 1 amount is \$350,000.00. Payment shall be made monthly following receipt of invoices submitted by the Consultant and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for

those additional Services have received prior written approval of the Contract Administrator.

- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

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 Fishbeck

By: _____

Name: _____

Title: _____

Date: _____

For City of Ann Arbor

By: _____
Christopher Taylor, Mayor

Date: _____

By: _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Milton Dohoney Jr., City Administrator

Date: _____

Jordan Roberts, Public Services Area
Administrator

Date: _____

Approved as to form and content

Atleen Kaur, City Attorney

Date: _____

EXHIBIT A-1 SCOPE OF SERVICES

SCOPE OF SERVICES CHANGES

Additional time and materials consistent with the detailed scope of services as described in the original Contract (Exhibit A) for the following, and as specified herein:

- On-site Engineering Support Services.
- Preparation of plans and specifications for construction projects.
- Preparation of specialized engineering studies.
- Preparation of EGLE permit applications.
- Surveying activities.
- Construction administration/project management.
- Coordination, facilitation and participation in project-related meetings.
- Construction inspection.
- Preparation and/or coordination of training programs for Water Treatment Services staff.
- Preparation and/or coordination of Operation and Maintenance Manuals and Standard Operating Procedures for Water Treatment Plant or dam equipment, processes, or technologies.
- As-built construction plans.
- On call response services.
- As-needed project management and support.
- Data analysis and reporting.

EXHIBIT B-1
FEE SCHEDULE

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 as set in the original Contract. The Compensation Schedule in Exhibit B of the original Contract states natures and amount of compensation the Contractor may charge the City.

The fees for services shall be determined for each task, per RFP 24-02 and based upon the fee schedule provided in Exhibit B of the original Contract. The total amount of fees to be paid under the amended Agreement shall not exceed \$850,000.00. The original contract amount was \$500,000.00. The Amendment No. 1 amount is \$350,000.00.