

**AMENDMENT NUMBER 1 TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE
WWTP TERTIARY FILTER CLEAR WELL IMPROVEMENT PROJECT**

This Amendment Number 1 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and Orchard, Hilts, & McCliment, Inc. ("Contractor") for Professional Engineering Services, which is dated January 14, 2020 ("Agreement") for engineering design services for improvements to the wastewater treatment plant (WWTP) tertiary filter clear wells. City and Contractor agree to amend the Agreement as follows:

- 1) **Article III, SERVICES**, is amended as follows
 - A. The Contractor agrees to provide Professional Engineering Services ("Services") in connection with the Project as described in Exhibit A of the original Agreement dated January 14, 2020, and Exhibit A-1 of this Amendment 1. 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.
 - 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 Contractor shall be paid in the manner set forth in Exhibit B of the original Agreement dated January 14, 2020, and Exhibit B-1 of this Amendment 1. Payment shall be made monthly, unless another payment term is specified in Exhibit B and B-1, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement and Amendment 1 shall not exceed **Three Hundred Forty-One Thousand Thirty-Six Dollars (\$341,036.00)**.

- 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. Compensation will be payable according to the fee schedule in Exhibit B of the original Agreement dated January 14, 2020, and in Exhibit B-1 of this Amendment 1. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.

- 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 Contractor

By _____

Its:

Date: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Tom Crawford, City Administrator

Craig Hupy, Public Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney