

**AMENDMENT NUMBER 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ANN ARBOR
AND MICHIGAN RECREATION CONSTRUCTION, INC.
FOR PLAYGROUND CONSULTING AND MAINTENANCE SERVICES**

This Amendment Number 1 ("Amendment") is to the Professional Services Agreement between the City of Ann Arbor, ("City") and Michigan Recreation Construction, Inc. ("Contractor") for Playground Consulting and Maintenance Services dated 10-15-24 (A2-0003739) ("Agreement"). City and Contractor agree to amend the Agreement as follows:

1. Article 2 – Duration is amended to add subsection B as follows:
 - B. This Agreement may be renewed by the City Administrator for up to two additional one-year periods on the same terms and conditions provided both parties agree and subject to the availability of funding.
2. Article 5 – Compensation of Contractor, subsection (A) is amended to increase the compensation per fiscal year to an amount not to exceed \$750,000 per fiscal year, and shall read as follows:
 - A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$750,000.00 per City fiscal year, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.

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]

CONTRACTOR

**MICHIGAN RECREATIONAL
CONSTRUCTION, INC.**

By: _____

Name: Craig Sheffer

Title: Owner/President

Date: _____

CITY OF ANN ARBOR

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved by:

By: _____

Name: Derek Delacourt

Title: Community Services Area
Administrator

Date: _____

Approved by:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____