

**AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
STRUCTURETEC CORPORATION
AND
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and StructureTec Corporation ("Contractor"), having its offices at 34119 W. Twelve Mile Road, Suite 270, Farmington Hills, MI 48331 agree to amend the professional services agreement for the project 2018 WTP Architectural and Structural Repairs RFP No. 18-10 executed by the parties dated April 17, 2018 ("Agreement") as follows:

- 1) Article III, SERVICES is amended to read as follows:
 - A. The Contractor agrees to provide Professional Engineering Services ("Services") in connection with the Project as described in Exhibit A-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-1. The total fee to be paid to the Contractor for the Services shall not exceed \$269,325.00. The original contract amount was \$133,950.00. The Amendment No. 1 amount is \$135,375.00. Payment shall be made monthly, unless another payment term is specified in Exhibit B-1, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
 - B. The Contractor will be compensated for Services performed in addition to the Services described in Section 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) 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.

3) Article XIX, ELECONTRONIC TRANSACTION is amended to read as follows:

A. The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures that bind them to this Agreement. This Agreement 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.

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.

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

For Contractor

By _____
Sergio Pagés, Senior Vice President

Its:
Date: _____

Approved as to form and content

Stephen K. Postema, City Attorney

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Craig Hupy, Public Service Area Administrator

EXHIBIT A-1 SCOPE OF SERVICES

Construction phase assistance will be provided for the WTP 2018 Architectural and Structural Repairs project. StructureTec will provide construction administration and field quality assurance for the roof replacement and masonry restoration work at the Water Treatment Plant core buildings and Barton Pump Station. The scope of StructureTec's construction phase professional services is provided below.

Field Quality Assurance/Construction Administration

This phase will deal with technical review, shop drawings, quality and quantity verification and documentation during project construction. StructureTec will provide periodic site visits for construction review and confirm the work is in accordance with the construction documents while the project is in progress, issuing field review reports for each site visit. The project closeout of this phase will include a final walkthrough and the preparation of a project punch list.

Each Field Quality Assurance site visit will consist of the following:

- Perform construction review: Perform two (2) weekly inspection(s) and oversee material testing, and confirm the work and workmanship is in accordance with the construction documents.
- Review and verify quantities.
- Prepare field reports for each site visit.
- Field report peer review by project manager/architect.
- Review substantial completion.

Construction Administration Services will consist of the following:

- Participate and document progress meetings with owner representatives and the contractor.
- Review shop drawings.
- Review payment applications.
- Review and process submittals/material data sheets.
- Upon request, review change order requests from the contractor.
- Advise City of Ann Arbor Water Treatment Plant of construction status.
- Review information with manufacturers.
- Research questionable field activities.
- Respond to contractor and owner questions (RFI's).
- Develop field detail changes as needed.
- Provide As-built Drawings.
- Perform closeout administration and coordination: Document and present a final report (admin documentation, photo history, guarantees/warranties).

Additional services as required or requested will be handled on an hourly fee plus reimbursable expense basis based on the fee schedule included in Exhibit B-1.

**EXHIBIT B-1
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:

WTP 2018 Architectural and Structural Repairs Amendment No. 1 Fee Schedule			
Staff Type	Rate	Estimated Hours	Subtotal
Field Technician	\$102.00	480	\$48,960.00
Associate Project Manager	\$138.00	260	\$35,880.00
Architect	\$156.00	110	\$17,472.00
Clerical	\$67.00	75	\$4,020.00
CAD Technician	\$81.00	80	\$6,480.00
Reimbursable Expenses			\$7,875.00
Field Support/Testing Allowance*			\$15,000
TOTAL CONSTRUCTION ADMINISTRATION FEE			\$135,375.00

*** Field Support/Testing Allowance to be used at the Owner's discretion and only upon written authorization from the Owner.**