

**AMENDMENT # 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
WIDGERY STUDIO, LLC
AND THE CITY OF ANN ARBOR
FOR "ARBOR WINDS" PUBLIC ART AT THE STADIUM BRIDGES**

Effective Date: _____
(to be filled in by City)

I. PARTIES

"City" means the City of Ann Arbor, a Michigan municipal corporation, with its address at 301 E Huron Street, Ann Arbor, Michigan 48104.

"Artist" means Widgery Studio, LLC, a Massachusetts limited liability company, with a mailing address of P.O. Box 400452, Cambridge, MA 02140.

II. EFFECTIVE DATE; DURATION

This amendment shall become effective on the date of the last signature of the parties and shall remain in effect until satisfactory performance of all services under the amended contract, unless terminated earlier.

III. AMENDMENTS

Unless specifically amended by this amendment, all provisions of the original agreement remain in effect and apply to this amendment. The parties agree to amend the original agreement between them entered into on May 20, 2014 and titled PROFESSIONAL SERVICES AGREEMENT BETWEEN WIDGERY STUDIO, LLC AND THE CITY OF ANN ARBOR FOR "ARBOR WINDS" PUBLIC ART AT THE STADIUM BRIDGES as follows:

A. Exhibits A and B attached to the original agreement are replaced with Exhibits A and B attached to this amendment. The Artist's proposal attached to Exhibit A of the original agreement remains the same.

B. Section V(A) is amended to read as follows:

Total Fee: The total fee for all services to be performed under this agreement, including administrative and overhead costs, will be \$353,552.

IV. SIGNATURES

ARTIST:

Widgery Studio, LLC, a
Massachusetts limited liability
company

By: _____
Catherine Widgery, Manager
and Sole Member

CITY OF ANN ARBOR, a Michigan
municipal corporation

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A
Scope of Services

Artist shall complete the following services to finalize the design and structural engineering, fabricate, and install the Project as described and depicted in the attached proposal:

Final Design and Engineering:

1. Complete a final design of all artwork in the proposal, including final fabrication and installation specifications.
2. Prepare computer files for metal fabrication and cutting.
3. Design appropriate foundations, anchors, members, and structural supports for all artwork and obtain final, sealed approval of these designs from a professional engineer from Northwest Consultants, Inc., as described in the proposal.
4. Develop a project work plan and work schedule.
5. Submit a written description of the artwork, including a statement from the artist.
6. Address any design issues with City staff, the Project Development Task Force, and the Ann Arbor Public Art Commission.
7. Obtain City approval of the final structural engineering design.
8. Develop draft maintenance guidelines and include estimates of cost for regular and future maintenance.

Fabrication:

1. Complete fabrication of all artwork with subcontractors specified in the proposal or otherwise approved by the City.
2. Prepare the artwork for complete and safe shipment to the site.

Installation:

1. Obtain all necessary permits for artwork installation and meet all applicable local and state codes and other applicable legal requirements.

2. Ship the artwork to and secure the artwork at the installation site.
3. Establish a timeline and plan for safe installation of the artwork, with approval from the City.
4. Install all necessary support structures for the artwork to City-approved specifications.
5. Complete installation of the artwork.

Project Completion:

1. Restore all disturbed areas at the installation site to a condition equal to or better than the condition prior to installation of the artwork.
2. Provide final maintenance guidelines for use by City staff and include estimates of cost for regular and future maintenance.
3. Provide the final computer files for metal cutting and fabrication and glass etching and fabrication to the City.

If a provision in the attached proposal conflicts with a provision in this agreement as amended, this agreement prevails.

EXHIBIT B

Schedule of Compensation

Six payments will be made in the following amounts. The payments will be paid upon completion of the identified elements in the Scope of Services as set out in Exhibit A and upon receipt of invoices and evidence of completion from Artist. All payments are subject to the City's acceptance of the work invoiced, which acceptance shall be provided by the Contract Administrator. Payment shall be made within 30 days of acceptance

First Payment

Upon execution of the original agreement by all parties:

<i>Total</i>	\$3,000
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Second Payment

Upon completion of all Final Design and Engineering services specified in Exhibit A:

<i>Total</i>	\$5,248
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Third Payment

Upon execution of this amendment # 1 by all parties:

Preparation of the computer files for: Glass etching and glass fabrication	\$1,200
City permits	\$2,500
Insurance	\$500
50% of Artist Overhead	\$7,500
50% of Glass Elements	\$47,385
50% of Metal Elements	\$57,500
<i>Total</i>	\$115,385

Fourth Payment

Upon 50% completion of Fabrication:

Glass Shipping Cost	\$7,200
Metal Shipping Cost	\$2,015
50% of Glass Elements	\$47,385
50% of Metal Elements	\$57,500
<i>Total</i>	\$114,100

Fifth Payment

Upon completion of Fabrication:

Foundations	\$30,000
Installation costs	\$22,000
Lighting	\$18,519
Travel	\$2,800
<i>Total</i>	\$73,319

Sixth Payment

Upon completion of Installation and Project Completion:

50% of Artist Overhead	\$7,500
Artist Fee	\$35,000
<i>Total</i>	\$42,500