

**AMENDMENT NUMBER ONE TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MORRIS & McDANIEL, INC. AND
THE CITY OF ANN ARBOR FOR
DEVELOPMENT AND ADMINISTRATION OF FIREFIGHTER PROMOTIONAL TESTING
PROCESS**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St., Ann Arbor, Michigan 48107-8647 ("City") and Morris & McDaniel, Inc., having its offices at 117 South Saint Asaph Street, Alexandria, VA 22314 ("Contractor") agree to amend the agreement for Development and Administration of Firefighter Promotional Testing Process dated October 11th, 2016 ("Agreement") as follows:

- 1) Article VI, "COMPENSATION OF CONTRACTOR", subsection "A" is amended to strike the reference to the "Not to Exceed" price so it read as follows:

"The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator."
- 2) Exhibit A is deleted and replaced with the attached Exhibit A.
- 3) Exhibit B is deleted and replaced with the attached Exhibit B.

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.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

For Contractor

By _____

Its:

Date: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

Stephen K. Postema, City Attorney

Approved as to substance

Howard S. Lazarus, City Administrator

DATE: _____

Service Area Administrator

SCOPE OF SERVICES

The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks found reasonably necessary for a professionally designed and implemented promotional testing assessment process for candidates seeking promotion within the ranks of the Ann Arbor Fire Services Unit:

Services will include the following specific Tasks for Firefighter Ranks of Lieutenant, Captain, and Battalion Chief:

- Exercise Development
- Administration of Exercise
- Recruiting and training assessors
- Oversee Scoring
- Feedback to Candidates
- Coordinate Second Review
- Compile statistics for Validity Report
- Issue Final List to Fire Chief/City Administration

Contractor shall complete the work on an expedited basis and in an efficient and diligent manner. It is agreed and understood that time is of the essence, and that if Contractor fails to perform the work in a timely manner, the City shall have the right to summarily terminate this Agreement.

Contractor shall maintain or cause to be maintained all records, tests, reports, or other documents relative to the scope of services set forth in Exhibit A, any alleged breaches of the Agreement, settlement of claims, or any other matter pertaining to the Contractor's performance under this Agreement or demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

**EXHIBIT B
COMPENSATION**

Fee

ANN ARBOR FIRE DEPARTMENT PRICING			
TASK	Lieutenant	Captain	Batt Chief
Exercise Development	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
Administration of Exercise	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00
Recruiting and training assessors	\$ 1,500.00	\$ 750.00	\$ 750.00
Oversee scoring	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Feedback to candidates	\$ 350.00	\$ 350.00	\$ 350.00
Coordinate Second Review	\$ 650.00	\$ 650.00	\$ 650.00
Compile statistics for Validity Report	\$ 125.00	\$ 125.00	\$ 125.00
Issue Final List to Client	\$ 250.00	\$ 200.00	\$ 200.00
Sub-Total	\$7,325.00	\$5,775.00	\$5,775.00
Estimated Expenses for Evaluators			\$6,025.00
NEW GRAND TOTAL			\$ 24,900.00
Pricing assumes jurisdiction responsible for all travel and related costs for assessors.			

Expenses

Contractor will be reimbursed for actual expenses for any required travel to the City to include actual coach or equivalent airfare, reasonable ground transportation costs, lodging, and per diem during travel periods at rates and on terms provided by Ann Arbor travel rules and regulations. The following shall apply:

- Per diem rate for Michigan (\$10/breakfast; \$15/lunch; and \$20/dinner) shall apply to this contract.
- Ground transportation is limited to current IRS standard mileage rate multiplied by actual miles traveled or actual cost of fare. Car rental limited to a compact car.
- Lodging reimbursement will be based on a single room rate.
- No reimbursement will be made for alcoholic beverages, entertainment, or social activities.

Expenses NTE (as shown in schedule above) \$6025.00

It is understood and agreed by Parties that Total Fees, including any travel and related costs for assessors, under this Agreement are capped at the NTE amount of \$24,900, unless agreed to in writing by both Parties' authorized representatives.

Contractor agrees to provide the City not less than 10 business day's notice if it anticipates exceeding the NTE expense amount during the term of this Agreement. On receipt of any such notice the Parties agree to negotiate an amendment to this Agreement, if necessary, subject to final approval by Ann Arbor City Council. It is understood that grounds for the amendment above only applies to expenses; no additional cost will be access for additional search work.