

AMENDMENT NUMBER 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
FISHBECK, THOMPSON, CARR & HUBER, INC. AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and Fishbeck, Thompson, Carr & Huber, Inc., a Michigan Corporation, having its offices at 1515 Arboretum Drive SE, Grand Rapids, MI 49546 (“Consultant”) agree to amend the professional services agreement for the WTP Professional Engineering Services RFP963 executed by the parties dated June 8, 2016 as follows:

- 1) Article I, DEFINITIONS is amended to read as follows
 - A. Administering Service Areas/Units means Water Treatment Services Unit.
 - B. Contract Administrator means Water Treatment Services Manager or whomever the Contract Administrator may from time to time designate.
 - C. Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement.
 - D. Project means WTP Professional Engineering Services RFP963.

- 2) Article III.A, SERVICES, is amended to read as follows:
 - A. The Consultant agrees to provide professional consulting engineering services ("Services") in connection with the Project as described in Exhibit A, and as amended for additional tasks by Amendment Number 2 (Exhibit A-2). 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.

- 3) Article V.A., COMPENSATION OF CONSULTANT is amended to read as follows:
 - A. The Consultant shall be paid on the basis of time spent and materials used at the rates and prices specified in Exhibit B, and as amended for additional tasks by Amendment Number 2 (Exhibit B-2) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$600,000.00. The

original contract amount was \$200,000.00. The Amendment No. 1 amount was \$200,000.00. The Amendment No. 2 amount is \$200,000.00. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed June 8, 2016, unless specifically amended above, are to 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 between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this July 16, 2018.

For Consultant

By _____
John Willemin, Vice President
Fishbeck, Thompson, Carr & Huber, Inc.

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard S. Lazarus, City Administrator

By _____
Craig Hupy, Public Services Area Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

EXHIBIT A-2
SCOPE OF SERVICES

CONSTRUCTION CONTRACTING CHANGES

Additional time and materials consistent with detailed scope of services as described in the original Contract for the following:

- Study Phase Services.
- Design Phase Services.
- Construction Phase Services.
- On-site Assistance.
- Meeting/workshop coordination, facilitation and participation.
- Project Management.
- Surveying, Graphics (CAD) and Cost Estimating Services.
- Environmental, Permitting and Regulatory Assistance (FERC, MDEQ, USACE, etc.).
- Hydraulic modeling, distribution flow testing and pressure monitoring.
- Operational Consulting.
- Preparation and/or coordination of training programs for Water Treatment Services staff.
- On call response services.
- Public Engagement.

**EXHIBIT B-2
FEE SCHEDULE**

Additional fees are broken down as follows:

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 as set in the original Contract. The Compensation Schedule in Exhibit B of the original Contract states natures and amount of compensation the Contractor may charge the City.

The fees for services shall be determined for each task, per RFP 963 and based upon the fee schedule provided in the Contractor's proposal. The total amount of fees to be paid under the amended Agreement shall not exceed \$600,000.00. The original contract amount was \$200,000.00. The Amendment No. 1 amount was \$200,000.00. The Amendment No. 2 amount is \$200,000.00.