

**AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
SPALDING DeDECKER, INC.
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 Spalding DeDecker, Inc., a Michigan Corporation with its address at 905 South Blvd. East, Rochester Hills, MI 48307 (“Contractor”) agree to amend the professional services agreement for Construction Inspection Services executed by the parties dated February 16, 2018 (“Agreement”) as follows:

- 1) Article II, Duration, is amended to read as follows:

Services under this Agreement shall begin after the Effective Date, and shall continue until **June 30, 2021**, unless this Agreement is terminated as provided for in Article XI.

- 2) Article V, Paragraph A, Compensation of Contractor, is amended to read as follows:

The Contractor shall be paid in the manner set forth in **Exhibit B-2**. Payment shall be made monthly, unless another payment term is specified in **Exhibit B-2**, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement, including extensions, shall not exceed **\$800,000.00**.

All terms, conditions, and provisions of the original Agreement between the parties executed February 16, 2018, 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 between the parties shall be binding on the heirs, successors, and assigns of the parties.

Dated this _____, 20____.

For Contractor

By _____

Its _____

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

Craig Hupy,
Public Services Area Administrator

**EXHIBIT B-2
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 the nature and amount of compensation the Contractor may charge the City:

Total compensation payable for all Services performed during the term of this Agreement, including extensions, shall not exceed \$800,000.00.

Regular Rate	Overtime Rate	Classification	Description
\$71.40/Hour	\$78.54/Hour	Inspector Level 1	Inspector has at least one year of civil inspection experience. Inspector can read and interpret basic engineering plans; and can inspect relatively straightforward construction work.
\$79.56/Hour	\$87.52/Hour	Inspector Level 2	Inspector is familiar with plans and specifications; and has at least three years of experience inspecting public infrastructure projects.
\$86.70/Hour	\$95.37/Hour	Inspector Level 3	Inspector has a detailed understanding of complex construction work; and has at least five years of experience inspecting public infrastructure projects. Highly proficient at interpreting plans, specifications, and project requirements. Capable of being the lead inspector on projects with multiple crews and inspectors.
\$0.00/Day		Mobilization	Mobilization may be charged once per calendar day per inspector. Mobilization shall be charged only when the Inspector is located on-site.

Notes:

1. Billed inspector hours shall be documented by the inspector's daily reports (IDRs). Overtime shall be for documented hours worked in excess of 8 hours per day.
2. All mileage, equipment, vehicle, materials, supplies, and other similar costs shall not be billed separately; but shall be included in the mobilization cost.
3. The costs for supervisory and administrative support staff shall not be billed separately; but shall be included in the mobilization cost.