

**AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
STANTEC CONSULTING MICHIGAN
AND
THE ANN ARBOR DDA**

The Ann Arbor DDA, a Michigan municipal corporation, with offices at 150 S. Fifth Ave., Ann Arbor, Michigan 48104 ("DDA") and Stantec Consulting Michigan, having its offices at 3754 Rancho Drive, Ann Arbor, Michigan 48108 ("Contractor") agree to amend the agreement for the project DDA Repairs – Design and Inspection Services Project executed by the parties dated June 20, 2018 as follows:

- 1) Article III.A., Services, is amended to read as follows:
 - A. The Consultant agrees to provide professional engineering design and construction inspection services ("Services") in connection with the Projects as described in Exhibit A and **Exhibit A-1**. The DDA 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.


- 2) Article IV.A., Compensation of Consultant is amended to read as follows:
 - B. The Consultant shall be paid in the manner set forth in Exhibit B **and Exhibit B-1**. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contractor Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed June 20, 2018, 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 March 6, 2019.

For Consultant

By 
Its: RISHAN SIMONS
SR. PRINCIPAL

For Ann Arbor DDA



By 
Susan Pollay, Executive Director
By 
Marie Klopff, DDA Chair
John Mouat, CIC chair

EXHIBIT A-1

Scope of Work

The Consultant shall provide as-needed construction inspection and staking services for the DDA's Huron Streetscape and William Street Improvements projects all in accordance with the Scope of Work outlined in the City of Ann Arbor's RFP #17-30, Stantec's associated Professional Services Agreement with the City, and the June 20, 2018 Professional Services Agreement between the DDA and Stantec.

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 the nature and amount of compensation the Contractor may charge the DDA:

Total compensation payable for all Services performed during the term of this Agreement, including extensions, shall not exceed \$500,000.00.

Regular Rate	Overtime Rate	Classification	Description
\$77.00/Hour	\$77.00/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.
\$83.00/Hour	\$83.00/Hour	Inspector Level 2	Inspector is familiar with plans and specifications; and has at least three years of experience inspecting public infrastructure projects.
\$90.00/Hour	\$90.00/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.
\$150.00/Day*		Mobilization	Mobilization may be charged once per calendar day per inspector. Mobilization shall be charged only when the Inspector is located on-site.

*Mobilization fee will only be charged a maximum of four times per project to cover administration and set up costs. Stantec does not charge for equipment and mileage costs to the DDA.

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.
4. The above rates shall be in effect through June 30, 2019. Beginning in 2019, the rates shall be adjusted annually effective July 1, based on the consumer price index for that January.