

**AMENDMENT NUMBER 2 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 Ranchero 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/**administration** services ("Services") in connection with the Projects as described in Exhibit A and Exhibit A-1 **and Exhibit A-2**. 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 **and Exhibit B-2**. 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 4, 2020.

For Consultant - *Stantec Consulting Michigan Inc.* For Ann Arbor DDA

By *R. Simon*
RICHARD SIMONE

Its: *Senior Principal*

By *Keith Orr*
Keith Orr, DDA Board Chair

By *Susan Pollay*
Susan Pollay, Executive Director

EXHIBIT A-2

Scope of Work

The Consultant shall provide as-needed construction engineering and administration services for the DDA's First and Ashley Improvement Project all in accordance with the Scope of Services outlined in the City of Ann Arbor's RFP-19-27, Stantec's associated Professional Services Agreement with the City of Ann Arbor, and the June 20, 2018 Professional Services Agreement between the DDA and Stantec.

EXHIBIT B-2
COMPENSATION

General

The Consultant 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 included in Stantec's 2020 Agreement with the City of Ann Arbor (dated October 22, 2019 and attached) states the nature and amount of compensation the Consultant may charge the DDA. Total compensation payable for all Services performed during the term of this Amendment, including extensions, shall not exceed \$235,465.