

January 19, 2023

Mr. Phillip Francis  
Assistant Superintendent of District Services  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

RE: 2021 Bond Program  
Architectural/Engineering Design Services – Contract Amendment  
Project #2 – LCTC/Robotics and Early Childhood Center Projects

Dear Mr. Francis:

This letter transmits an update from Plante Moran Cresa (PMC) as it relates to a request from TMP Architects for additional services associated with the design and construction administration phases of the LCTC/Robotics and Early Childhood Center projects within the 2021 Bond Program.

As a result of owner-requested changes to the scope of Work detailed in the initial AE RFP documents, TMP submitted a proposal for additional services based on increased design scope and corresponding extended construction administration phases. Following subsequent discussions with PMC, LPS and district legal counsel, the Project Team is recommending **Amendment No. 3 in the amount of \$621,125.00.**

LCTC/Robotics	\$ 137,525.00
Early Childhood Center	\$ 483,600.00
<b>Total</b>	<b>\$ 621,125.00</b>

If you have any questions regarding the above information, please feel free to contact me at 248-675-9812 or [brian.weber@plantemoran.com](mailto:brian.weber@plantemoran.com). The Project Team is also available at the Board's convenience to answer any questions.

Sincerely,  
PLANTE MORAN CRESA



Brian Weber  
Owner Representative

CC: Dana Abrahams, Clark Hill  
Attachments: Contract Amendment No. 3

**AMENDMENT No. 3****TO AIA B132-2009 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT**

**THIS THIRD AMENDMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT (AIA B132-2009)** (the “Third Amendment”) made and entered into as of January 31, 2023, (the “Effective Date”), is attached to and made part of the Standard Form of Agreement Between Owner and Architect, (AIA B132-2009), dated June 14, 2021, the First Amendment dated August 24, 2021, and the Second Amendment dated October 8, 2021 (collectively the “Agreement”), by and between **Livonia Public Schools**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (hereinafter the “Owner”) and **TMP Architecture, Inc.**, whose address is 1191 West Square Lake Road, Bloomfield Hills, Michigan 48302 (hereinafter the “Architect”).

**RECITALS**

WHEREAS, Owner and Architect entered into a Standard Form of Agreement Between Owner and Architect for certain services and Projects more fully described therein; and

WHEREAS, Owner and Architect desire to modify the terms and conditions of the Agreement, based on the modifications contained in this Third Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. THE FOLLOWING PARAGRAPH WITHIN THE AGREEMENT IS AMENDED AND RESTATED IN ITS ENTIRETY AS FOLLOWS, AS IF THE SAME HAD BEEN ORIGINALLY INCORPORATED THEREIN:**

**§ 11.1** Compensation for Basic Services shall include an additional Fixed Fee of One Hundred Thirty Seven Thousand Five Hundred Twenty Five and 00/100 Dollars (\$137,525.00) for Livonia Career Technical Center/Robotics Additional Design Services (hereinafter “LCTC/Robotics”) and an additional Fixed Fee of Four Hundred Eighty Three Thousand Six Hundred and 00/100 Dollars (\$483,600.00) for Early Childhood Center Additional Design Services (hereinafter “ECC”), as detailed in Attachment A. Therefore, the total Compensation due the Architect under the Agreement is a Fixed Fee of One Million Eight Hundred Fifty Three Thousand One Hundred Twenty Five and 00/100 Dollars (\$1,853,125.00). Reimbursable Expenses shall remain the same as a not exceed amount of Sixty Six Thousand Five Hundred and 00/100 Dollars (\$66,500.00).

Document	Amount	Reimbursable Expenses	Revised Contract Amount
Base Contract	\$ 1,180,000.00	\$ 66,500.00	\$ 1,246,500.00
Amendment #1	52,000.00	0.00	1,298,500.00
Amendment #2	0.00	0.00	1,298,500.00
Amendment #3 – LCTC/Robotics	137,525.00	0.00	1,436,025.00
Amendment #3 – ECC	483,600.00	0.00	1,919,625.00
<b>Totals:</b>	<b>\$ 1,853,125.00</b>	<b>\$ 66,500.00</b>	<b>\$ 1,919,625.00</b>

**B. THE AGREEMENT IS HEREBY RATIFIED AND REAFFIRMED, AND SHALL CONTINUE IN FULL FORCE AND EFFECT IN ACCORDANCE WITH THE PROVISIONS THEREOF EXCEPT AS MODIFIED BY THIS THIRD AMENDMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS THIRD AMENDMENT AND THE AGREEMENT, THIS THIRD AMENDMENT SHALL CONTROL.**

The parties have caused this Third Amendment to the Standard Form of Agreement Between Owner and Architect (AIA B132-2009) to be executed as of the Effective Date as first written above.

**LIVONIA PUBLIC SCHOOLS,**

**TMP ARCHITECTURE, INC.,**

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Andrea Oquist, Superintendent  
*(Printed name and title)*

\_\_\_\_\_  
*(date)*

\_\_\_\_\_  
  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
John Castellana, Chairman  
*(Printed name and title)*

\_\_\_\_\_  
1/12/2023  
*(date)*