

AMENDMENT NUMBER 4  
TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
CDM SMITH MICHIGAN, INC. (formerly known as: CDM MICHIGAN, INC.)  
AND  
THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 ("City") and CDM Smith Michigan, Inc. (formerly CDM Michigan, Inc.) a Michigan Corporation, with its address at 3055 Miller Road, Ann Arbor, Michigan, 48103 ("Consultant") agree to amend the professional services agreement for professional engineering services, executed by the parties dated December 4, 2006, as follows:

- 1) Article III.A. SERVICES, is amended to read as follows: The Consultant agrees to provide professional engineering services ("Services") in connection with the Project as described in the existing Exhibit A, A1, A2 and A3, together with Exhibit A4, attached hereto. 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.
  
- 2) Article IV.A, COMPENSATION OF CONSULTANT is amended to read as follows: The Consultant shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B, B1, B2 and B3, for acceptable work performed and acceptable Deliverables received. The Consultant shall also be paid at the rates and prices specified in Exhibit B4, attached hereto, for acceptable work performed and acceptable Deliverables received for Services described in Exhibit A4. The fees paid for these services shall not exceed the amount listed in Exhibit B4 for each task, and shall not exceed \$748,106 for all of the tasks listed in Exhibit B4. The total fee to be paid the Consultant for the Services shall not exceed \$4,398,013. 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 December 4, 2006, 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 \_\_\_\_\_, 2014.

**For CDM Michigan Inc.**

By \_\_\_\_\_  
Mark TenBroek  
Its President \_\_\_\_\_

**Approved as to form and content**

By \_\_\_\_\_  
Stephen K. Postema, City Attorney

**For City of Ann Arbor**

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Steven D. Powers, City Administrator

By \_\_\_\_\_  
Craig Hupy,  
Public Services Area Administrator

## **EXHIBIT A4 SCOPE OF SERVICES**

The attached scope of services includes construction management services for the Ann Arbor FDD Program through approximately January 31, 2015. During this period, CDM will provide homeowner support and program verification for the Developer Offset Mitigation (DOM) Program. The scope of services is provided below:

### ***Task B - FDD Homeowner Installation Support***

As directed by City staff, CDM Smith will provide responses to homeowners who participated in past FDD program or developer mitigation activities. Support may be related to homeowner concerns regarding their sump pump installation, basement flooding reports, or other feedback issues. As part of a typical homeowner response, CDM Smith will perform a site investigation to evaluate the reported problem and will make recommendations to the City on the best course of action.

CDM Smith will manage and document correspondence with property owners who contact FDD program staff requesting additional information about potential FDD program participation. Because of the high profile of the program, especially in certain neighborhoods, property owners will contact the FDD program staff with a variety of issues, including basement wall seepage, sewer lateral problems, and poor yard drainage. Many property owners also contact the FDD program when they are planning basement finishing or addition activities. If deemed necessary, a site visit will be conducted to evaluate these properties, the relevance of the program to the property, and to provide the property owner with guidance on possible corrective actions for the specific issue experienced, if possible. For each property evaluated, a site visit report will be created for discussion with the City Project Manager.

### **Task D - Developer Offset-Mitigation Support**

#### **Mitigation Support**

CDM Smith will work with contractors and developers to support the planning of offset-mitigation activities. The role for CDM Smith includes verification of FDD completion and tracking of developer mitigation FDDs through the City's compliance database. The role also includes coordination with property owners to evaluate the FDD status of properties that are in the site plan approval process.

#### **Mitigation Proposal Review**

CDM Smith support will include phone calls or meetings to discuss developer offset-mitigation requirements, program specifications, FDD location requirements, and active FDD contractors. CDM Smith will also work with property owners to evaluate the FDD status of properties that are in the site plan approval process. To comply with City requirements, buildings with site plan applications are subject to verification of FDD status. CDM Smith will provide letter-reports to the City for each property that is evaluated as part of the site plan approval process.

### **Mitigation Contractor Post Construction Inspection**

For any FDD completed as a developer offset-mitigation, CDM Smith will perform a post-construction meeting with the contractor. The intent of this meeting will be to confirm the footing drain disconnection was completed in full and that the work was done in accordance with the FDD program specifications. During the final inspection, digital photos of the work performed will be recorded. A drawing of the installation will be made and kept on file for each property.

Upon reviewing the contractor's documentation of pre-existing condition/connection, completing the post-construction inspection, and review of all closed permits associated with the work, the Construction Manager will enter the property information into the City's FDD compliance database once access is established. The contractor or developer will also provide development information so that the FDD can be assigned to the correct mitigation requirement. Once all documentation is received and accepted, the Construction Manager will designate the FDD as complete and the mitigation assignment will be made.

EXHIBIT B4

	Justin Woods	Karen Duff	Jay Zawacki	Weekly Hours	Weeks	Total Hours	Total Labor	ODC	Total
Task B									
Homeowner Support	2	3	1	6	52	312.00	\$36,402.91	\$315.00	
						312.00	\$36,402.91	\$315.00	\$36,717.91
Task D									
Developer Mitigation Support	1	2		3	52	156.00	\$17,125.29	\$350.00	
Developer Mitigation Review		2	1	3	52	156.00	\$18,668.29		
Developer Mitigation Inspections	3	9		12	52	624.00	\$67,891.82	\$1,750.00	
						936.00	\$103,685.40	\$2,100.00	\$106,721.40
<b>Totals</b>	<b>6</b>	<b>16</b>	<b>2</b>	<b>24</b>	<b>52</b>	<b>1248.00</b>	<b>\$140,088.31</b>	<b>\$2,415.00</b>	<b>\$143,439.31</b>

**\$143,440.00**