

AMENDMENT NUMBER ONE TO  
AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEMS DATA SERVICES  
BETWEEN  
THE SANBORN MAP COMPANY, 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 The Sanborn Map Company, Inc., a Colorado Corporation, with offices at 455 East Eisenhower Parkway, Suite 240, Ann Arbor, MI 48108 ("Contractor") agree to amend the professional services agreement for the project "*Geographic Information System (GIS) Data Development, ITB No. 3990*" executed by the parties dated March 2, 2009, as follows:

1) Article III (A) and (B), Services, are amended to read as follows:

III. Services

A. The Contractor agrees to provide GIS System data development services ("Services") in connection with the Project as described in Exhibit A and Exhibit A-1 (which is attached to this Amendment and made a part thereof). To the extent any Deliverable specifies a specific date for delivery of Services, Contractor shall not be liable to City for any delay or failure in performance caused by acts beyond Contractor's reasonable control, including without limitation, acts of God, war, sabotage, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts or equipment, material, labor or transportation, acts of any unit of government or governmental agency, or any similar cause. 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.

B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator consistent with the Services as outlined in Contractor's Proposal, dated January 13, 2009, the accepted terms of which have been incorporated as part of Exhibits A and A-1.

2) Article IV (A) and (B), Compensation of Contractor, is amended to read as follows

IV. COMPENSATION OF CONSULTANT

A. The Contractor shall be paid in the manner set forth in Exhibits B and

B-1 (which is attached to this Amendment and made a part thereof). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B or Exhibit B-1, whichever applicable. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.

All terms, conditions, and provisions of the original agreement between the parties executed March 2, 2009, 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 \_\_\_\_\_, 2009.

**For The Sanborn Map Company, Inc.**

By \_\_\_\_\_

Its:

**Approved as to form and content**

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

**For City of Ann Arbor**

By \_\_\_\_\_  
John Heiftje, Mayor

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

**Approved as to substance**

\_\_\_\_\_  
Roger W. Fraser, City Administrator

\_\_\_\_\_  
Tom Crawford, Finance and Administrative  
Service Area Administrator/CFO

## EXHIBIT A-1

In addition to the Services specified in Exhibit A, Contractor agrees to provide the following:

### Project Parameters

Vector Data Specifications

### Project Specifications\*

Delineate Impervious, Pervious and Water Surface areas in an ESRI compatible format, a polygon data layer based upon Color IR digital ortho-imagery created in accordance with the specification stated in Exhibit A and in a manner consistent with existing 16,000' by 24,000' tiling structure.

\*Specifications referred to are used to indicate the desired standards, content and project methodology to be used.

## EXHIBIT B-1

Effective the date of Amendment No. 1 to this Agreement, the City and the Contractor agree that the following Service shall be provided at the cost specified.

Impervious, Pervious and Water Surface polygon data layer, 9 tiles	\$10,275
--	----------

Amendment of the Agreement to include the above Service shall increase the total compensation payable to Contractor to \$31,991. Said compensation is inclusive of all fees and costs to provide the stated Services in Exhibit A and Exhibit A-1.