

AMENDMENT NUMBER ONE TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
Plante & Moran, PLLC.
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 Plante & Moran, PLLC., a Michigan corporation, having its offices 27400 Northwestern Highway., Southfield, Michigan 48034 ("Consultant") agree to amend the professional services agreement for the City-wide Telecommunications System Project executed by the parties, dated January 5, 2007 as follows:

- 1) Article II, Duration, is amended to read as follows

This agreement shall become effective on July 1, 2007, and shall remain in effect until satisfactory performance of all Services as identified in Exhibit A and A-1, unless terminated for breach or as provided in this Agreement. By mutual written agreement of the parties, this Agreement may be amended once to extend the Agreement, with no change in the hourly rate paid to Consultant or Consultant's assigned employee, but with an increase in the total dollar amount of the Agreement to cover the additional services performed by the Consultant.

- 2) Article III, Services, sub-paragraph A, is amended to read as follows:

A. General Scope: The Consultant agrees to provide general consulting services as described in Exhibit A and Exhibit A-1 (which is attached to this amendment and incorporated herein).

- 3) Article V, Compensation, sub-paragraph A, is amended to read as follows:

A. Consultant shall be paid on the basis of reasonable time spent and materials used. The fees to be paid to the Consultant shall not exceed the amounts specified in Exhibit B and B-1 (which is attached to this amendment and incorporated herein). The total compensation to be paid Consultant for all Services provided under Exhibit A and A-1 shall not exceed \$85,000. The foregoing amount includes reimbursement for all reasonable and necessary expenses incurred in connection with the contract services. Payment shall be made monthly following receipt of the bills submitted by the Consultant and approved by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Consultant may be entitled.

All terms, conditions, and provisions of the original agreement between the parties executed January 5, 2007, 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 _____, 2007.

For Consultant

By _____
Plante & Moran, PLLC

For City of Ann Arbor

By _____
John Heiftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

Stephen K. Postema, City Attorney

Approved as to substance

Roger W. Fraser, City Administrator

Tom Crawford, Chief Financial Officer

EXHIBIT A-1 SCOPE OF SERVICES

Consultant will provide professional services to the City of Ann Arbor Telecommunications Committee to make sure that the selected vendor product meets the requirements for the new system and is completed successfully and in a reasonable time frame. It is anticipated that Services will be completed on or before June 30, 2008.

If the Project temporarily halts at the City's request or if the City is not available to work on the Project resulting in any significant delay, then the Consultant will re-evaluate the project deliverables schedule.

PHASE III: Final Vendor / Product Selection

In this phase Plante & Moran will work with the City of Ann Arbor to analyze the final three (3) vendor product offerings, and provide guidance to the City in determining the respondent to award the RFP-676: City-Wide Telecommunications System Upgrade contract:

- Participate in conference calls and attend meetings to review vendor product concerns with the City's Telecom Committee.
- Review vendor and reference site visit results with the City of Ann Arbor to help determine the finalist to which to award the contract.
- Review final product configurations and validate
- Review "Final Pricing" responses from finalists
- Review final contract with City staff
- Respond to emails, phone calls and interface with the remaining vendors as needed.
- Attend one Council meeting and one Council Work Session.
- Attend Project Implementation Kick-off meeting.
- Participate in up to 6 monthly project review meetings via conference call through June, 2008.

PHASE III: Responsibilities of the City of Ann Arbor

The City of Ann Arbor – ITSU will be responsible to provide the following:

- The City of Ann Arbor will take the primary role in performing site visits to collect the information outlined with the final selection.
- The City of Ann Arbor will work with Plante & Moran to finalize the list of sites to be included in the site visits (including reference sites).

PHASE IV: Carrier RFP Development

The City Information Technology Services Unit will competitively bid the carrier services, which will connect to the new telephone system(s) and will replace the Centrex service as the means to make and receive calls, Plante & Moran will work with City IT staff on the development of a specification based on the City's known and anticipated usage levels. A separate Request for Quote (RFQ) will be released to relevant carriers, vendor questions will be addressed, and the proposal results will be evaluated by Plante & Moran and assembled in a spreadsheet comparison format. Plante & Moran will present the findings to the City for a determination on a finalist bidder. Upon concluding on a finalist, the City of Ann Arbor will submit a letter to the perspective bidders notifying them of the recipient of the bid award.

It has been agreed that a carrier specification is to be performed, and the City of Ann Arbor has provided Plante & Moran with current and comprehensive telecommunications billing information for use in finalizing the specification.

Plante & Moran will provide a final report and obtain sign-off on the final deliverable(s). Tasks in this phase include the following:

- Final bid review
- Review responses
- Final contract & configuration review
- Oversee implementation of services

Any report specified as a deliverable shall be delivered to the Contract Administrator in a format(s) specified by the City. Acceptance of any deliverable by the City is not effective until written confirmation is issued by the Contract Administrator.

PHASE IV: Responsibilities of the City of Ann Arbor

The City of Ann Arbor – ITSU will be responsible to provide the following:

- The City of Ann Arbor will take the primary role in reviewing the responses to the Carrier Services RFP, and will consult with Plante & Moran on an as needed basis for information pertaining to information contained in the responses and advice on potential coordination issues between the current and future vendor.
- The City of Ann Arbor will work with Plante & Moran on the selection of the final vendor.

EXHIBIT B -1
FEE SCHEDULE

Fees to accomplish the scope of work in Exhibit A-1 & B-1 are established at the flat fee of \$85,000.00. Fees to accomplish this scope of work shall not exceed the amount listed for each phase. The following fee amounts include reimbursement for all reasonable and necessary expenses incurred in connection with the contract services:

Associated fees for Phases I-III: \$72,400
Associated fees for Phase IV: \$12,600

Total: \$85,000

EXHIBIT A SCOPE OF SERVICES

PHASE I - Telecommunications Discovery & Needs Assessment

In this phase Plante & Moran will assist in data collection before developing the specification:

- Review and refine the Ann Arbor Telecommunications VoIP Phone/Other Requirements Survey. Once finalized, perform a half-day of site visits with assigned ITSU staff, to ensure understanding of how to complete it; ITSU Staff and Plante & Moran will then survey all remaining sites.
- Review and provide commentary on the Project Schedule to provide input and recommendations based upon their experience with conducting these types of projects.
- Review and provide commentary on the Business Case: City of Ann Arbor – VoIP installation. Assist in crafting the message to the Executive Team as to the immediate and long term benefits to be gained by updating the City's telecommunications infrastructure.
- Participate in at least one telecommunications committee meeting each month to work with the Committee and apprise them of project progress.

PHASE II - Develop Specification

In this phase Plante & Moran will use the information collected during the strategic telecommunications analysis along with the remaining information gathered in Phase I to develop a bidding document:

- Verify the general design requirements including final list of included sites, hub location, survivability, redundancy, station types and quantities, trunk types and quantities, voice mail sizing, call center requirements, battery back-up, special features and functionality, and optional features and functionality
- Identify the LAN and WAN environment for the bidders to provide a framework upon which to develop an IP telephony quote
- Develop detailed technical specifications for an IP telephony solution; utilize draft specifications prepared by the City as appropriate
- Review the draft RFP with the City of Ann Arbor
- Finalize RFP and submit to the City of Ann Arbor for publication.
- Participate in a Bidders Meeting (if one is held), and be available to answer questions from City staff while bid is out

PHASE III - Analysis and Award

In this phase Plante & Moran will assist the City of Ann Arbor to review and analyze the bids in order to help determine a bidder to award the telecommunications contract:

- Take in and evaluate the proposals (6 – 8 proposals expected) from a technical, vendor viability and cost perspective; load pertinent comparative information into a spreadsheet format

- Review bid results and analysis with the City Of Ann Arbor and decide upon a short list of two vendors
- Attend on-site vendor demonstration meetings with the two semi-finalist vendors to discuss their capabilities
- Review vendor meeting results with the City of Ann Arbor to help determine a finalist to which to recommend award of the contract

Responsibilities of the City of Ann Arbor

The City of Ann Arbor – ITSU will be responsible to provide the following:

- The City of Ann Arbor will take the primary role in performing site visits to collect the information outlined within the final Phone Survey.
- The City of Ann Arbor will work with Plante & Moran to finalize the list of sites to be included in the RFP as the base bid.

PHASE IV (OPTIONAL): Carrier RFP Development

If the City decides to competitively bid the carrier services which will connect to the new telephone system(s) and will replace the Centrex service as the means to make and receive calls, Plante & Moran will develop a specification based on the City's known and anticipated usage levels. A separate Request for Quote (RFQ) will be released to relevant carriers, vendor questions will be addressed, and the proposal results will be evaluated by Plante & Moran and assembled in a spreadsheet comparison format. Plante & Moran will present the findings to the City for a determination on a finalist bidder. Upon concluding on a finalist, the City of Ann Arbor will submit a letter to the perspective bidders notifying them of the recipient of the bid award.

The City of Ann Arbor will provide Plante & Moran with current and comprehensive telecommunications billing if a carrier specification is agreed to be performed (unless relevant usage figures can be gleaned from AT&T without the need to refer to the bills).

EXHIBIT B
FEE SCHEDULE

Fees to accomplish all three phases of this scope of work shall not exceed the amount listed for each phase. The following fee amounts include reimbursement for all reasonable and necessary expenses incurred in connection with the contract services

Associated fees for Phase I: \$5,000

Associated fees for Phase II: \$9,500

Associated fees for Phase III: \$9,500

Total: \$24,000

OPTIONAL: Carrier RFP Development Fees

Our estimated fees to accomplish this Optional scope of work are as follows:

Carrier Specification & Selection: \$6,500