

**AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT
BETWEEN
HINSHON ENVIRONMENTAL CONSULTING, INC.
AND
THE CITY OF ANN ARBOR
FOR
MANAGEMENT AND FACILITATION SERVICES
FOR TECHNICAL OVERSIGHT AND ADVISORY GROUP (TOAG)**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City") and Hinshon Environmental Consulting, Inc. a Michigan corporation with its address at 3387 Pine Knoll Drive, Okemos, Michigan 48864 ("Consultant"), agree to amend the Agreement dated August 28, 2013 for Management and Facilitation Services for the Technical Oversight and Advisory Group ("TOAG") as follows:

1. Article II. "Duration" is hereby revised to insert the following language:
This Agreement shall become effective on August 1, 2013 and shall remain in effect until satisfactory performance of all services or January 31, 2015, whichever occurs first, unless terminated for breach or as provided in the Agreement.
2. Article V. Subsection A. "Compensation of Consultant" is hereby revised to insert the following language:
The Consultant shall be paid in the manner set forth in Exhibit B to the Agreement. Payment shall be made as specified in Exhibit B after approval by the Contract Administrator. Consultant will be reimbursed reasonable and necessary expenses incurred in connection with the delivery of Services according to the schedule of rates in Exhibit B. Total compensation payable for all Services performed, inclusive of expenses incurred, during the term of this Agreement as Amended shall not exceed Thirty-Five Thousand and no/100 dollars (\$35,000.00).
3. Exhibit A. "Scope of Services" shall be replaced with the revised Scope of Services included as Exhibit A to this Amendment.
4. Exhibit B. "Fee Schedule" shall be replaced with the revised Fee Schedule included as Exhibit B to this Amendment.

All other provisions from the August 28, 2013 Agreement between Hinshon Environmental Consulting and the City of Ann Arbor remain unchanged.

FOR CONSULTANT

FOR THE CITY OF ANN ARBOR

By: Richard T. Hinshon, P.E.
President

By: Steven D. Powers
City Administrator

Approved as to substance:

Craig Hupy,
Service Area Administrator

Approved as to form and content

Stephen K. Postema,
City Attorney

EXHIBIT A
REVISED SCOPE OF SERVICES
July 25, 2014

Introduction

This "Scope of Services" is for work to be provided by Hinshon Environmental Consulting, Inc. (HEC) to the City of Ann Arbor for the Technical Oversight and Advisory Group ("TOAG"), which is being established to coordinate the work being performed under the following four wet weather projects:

- Sanitary Sewer System Flow Monitoring and Wet Weather Evaluation (City of Ann Arbor project);
- Upper Malletts Creek Improvement Opportunities Study (Washtenaw County Water Resource Commissioner project);
- Stormwater Modeling and Calibration (City of Ann Arbor project);
- Footing Drain Disconnection Program (City of Ann Arbor).

HEC will assist the City by assuming responsibility for managing/facilitating the Technical Oversight and Advisory Group as shown in the attached schematic diagram (Attachment 1).

Description of Scope of Services

HEC will serve in a lead role as the Manger/Facilitator of the Technical Oversight and Advisory Group providing assistance to the City of Ann Arbor on an "as needed" basis for the TOAG effort covering the period from August 1, 2013 through January 31, 2015, including the following tasks:

- Assist the City with development and start up of the TOAG including preparation of the TOAG Charter, selection of members, and organizing the group;
- Develop a schedule and timetable for the TOAG in conjunction with input from the City of Ann Arbor based on the ongoing activities of the four wet weather projects;
- Monitor the progress of work being performed by the City, the Washtenaw County Water Resources Commissioner (WCWRC), and the consulting teams working on the four wet weather projects to identify issues, concerns and problems which may warrant review by or involvement from the TOAG;
- Attend and chair the TOAG meetings and work with City of Ann Arbor staff for the preparation of meeting agendas, handouts, presentations, meeting summaries, analysis of options, identification of follow up "Action Items", communications with the four wet weather project teams and/or the City and WCWRC staff, etc.
- Serve as the Chair of the TOAG and provide leadership as well as technical input to the group's efforts to oversee the work of the ongoing four wet weather projects;
- Prepare documents summarizing and evaluating issues as may arise from the four wet weather projects and distribute that information to the TOAG, the City/WCWRC and the project teams;
- Other related duties and tasks pertaining to the oversight of work being performed by the four wet weather project technical teams

Deliverables for this effort may include:

- Meeting agendas, handouts
- Meeting handouts
- Presentations
- Meeting summaries, including analysis of options and identification of follow-up "Action Items"
- Communications with the four wet weather project teams and/or the City and WCWRC staff
- Documents summarizing and evaluating issues as may arise from the four wet weather projects which are reviewed by the TOAG

The TOAG involvement with the four wet weather projects is expected to include meetings at least every other month through December 31, 2014. It is estimated that HEC will need to devote about 10 hours of time for each TOAG meeting to cover: development and distribution of information (including the meeting agendas and supporting documents); pre-meeting discussions with City staff and TOAG members; attendance at the TOAG meetings; and, follow-up work relating to the activities of the group.

HEC will also work closely with City staff to assist with the creation and start up effort relating to the TOAG. Once the group has been established, HEC will need to expend time with the staff who are involved directly on the four wet weather projects to monitor progress and discern issues which warrant TOAG oversight. This will involve additional meetings, obtaining and reviewing documents and preliminary work products, discussions with City staff and consultant teams, and some independent review and evaluation of materials.

The total projected level of effort from HEC for the TOAG assistance including the direct involvement with the TOAG group and the supplemental work through January 31, 2015 is 204 hours.

EXHIBIT B
REVISED FEE SCHEDULE
June 9, 2014

It is acknowledged there is some uncertainty as to how much time will actually be necessary for HEC to complete the effort and deliverables under this Agreement. Compensation is therefore structured on an hourly billing rate for the actual work that is performed. The HEC Billing Rate Schedule is below. The Billing Rate Schedule constitutes the basis for the invoices which will be prepared and submitted monthly to the Contract Administrator for approval as specified in Article V above for the work performed during the billing cycle on the TOAG effort. The invoices will include detailed descriptions of all TOAG related work and any associated reimbursable expenses.

A maximum "Not-To-Exceed" amount of \$35,000, including reimbursable expenses, is the authorized total budget for HEC for the TOAG effort covering the period through January 31, 2015. It is agreed by the parties that this amount will be sufficient to cover the anticipated number of hours (204 hours) required for completion of the Services outlined in Exhibit A plus other direct expenses for the TOAG effort.

BILLING RATE SCHEDULE

Direct Labor Rate¹

Richard T. Hinshon, P.E.	\$160.00/hour
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Other Direct Expenses

Mileage/Travel	\$0.50/mile
Parking	Actual Costs
Printing	Actual Costs
Other (supported by receipts)	Actual Costs

¹ Direct Labor Rate includes wages, overhead, and indirect expenses (e.g. telephone, insurance, utilities, etc.)