

AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
SmithGroup JJR, LLC
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 SmithGroup JJR, LLC, having its offices at 201 Depot Street, Ann Arbor, MI 48104 ("Consultant") agree to amend the professional services agreement for the project Environmental Assessment at the Ann Arbor Airport executed by the parties dated February 2, 2009 as follows:

- 1) Paragraph A. of Article III., Services is amended to read as follows:
 - A. The Consultant agrees to provide professional environmental and engineering services ("Services") in connection with the Project as described in First Amended Exhibit A. 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) Exhibit A, Scope of Services, is amended to read as shown in attached First Amended Exhibit A.
- 3) Paragraphs A. and B. of Article IV., Compensation, are amended to read as follows:
 - A. The Consultant shall be paid in the manner set forth in First Amended Exhibit B. Payment shall be made monthly, unless another payment term is specified in First Amended Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
 - B. The Consultant 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 First Amended Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- 4) Exhibit B, Fee Schedule, is amended to read as shown in attached First Amended Exhibit B:

All terms, conditions, and provisions of the original agreement between the parties executed February 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 _____, 2012.

For Consultant

By _____

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

Steve Powers, City Administrator

Craig Hupy, Interim Public Services
Administrator

FIRST AMENDED EXHIBIT A

SCOPE OF SERVICES

The Services are detailed in the attached Proposal of Professional Services from SmithGroup JJR, LLC, dated December 18, 2008. Additional Services, added by Contract Amendment No. 1, are detailed in the attached Proposal of Professional Services, Contract Amendment #1, from SmithGroup JJR, LLC, dated March 15, 2012.

In the event of any conflict or inconsistency between a provision in the proposal of Professional Services and this Agreement, the provisions in this Agreement shall supersede the provision in the Proposal for Professional Services. This Agreement supersedes the obligations of the City to accept Consultant's proposal using the signature block on page 11 of the December 18, 2008, Proposal for Professional Services or the signature block on page 2 of the March 15, 2012, Proposal for Professional Services.

SMITHGROUP JJR

March 15, 2012

Mr. Matt Kulhanek
Fleet & Facilities Manager
Ann Arbor Municipal Airport
City of Ann Arbor Public Services
100 N. Fifth Avenue
P.O. Box 8647
Ann Arbor, MI 48107-8647

RE: Contract Amendment #1
Ann Arbor Municipal Airport
SGJJR No. 50178.000

Dear Mr. Kulhanek:

SmithGroupJJR (SGJJR) is submitting the following request for additional services for the Ann Arbor Municipal Airport. If approved, these services will be considered as an amendment to the existing Agreement between SGJJR and the City of Ann Arbor dated 2 February 2009. It is understood that the conditions of that Agreement shall apply to this Contract Amendment.

SCOPE OF SERVICES

Basic Services

This project has received a much higher volume of comments on the Environmental Assessment (EA) than anticipated. As a result, the coordination of review and preparation of the response to comments will require additional budget. The preparation and attendance at the public hearing also required greater effort than originally scoped and coordination with FAA appears to be getting more complex. We have prepared the following summary of additional services in order to advance the project.

Public Hearing

Extra costs were incurred associated with the multiple newspaper notices, two (2) court reporters and more staff attending than originally scoped.

Revise EA

Review EA document to confirm data is valid, remove references to items requiring FAA coordination (ODALS) and update title page, footers, etc.

Sort and Code All Comments Received

All of the comments received, including both public and agency comments, will be numbered and coded to coincide with the Comments and Responses section of the Final EA.

Finalize Response to Comments, Errata and FONSI

Review and finalize the Response to Comments and prepare the Errata and FONSI (Final EA to be signed by MDOT).

SMITHGROUP JJR

Mr. Matt Kulhanek
City of Ann Arbor Public Services
Contract Amendment #1, Ann Arbor Municipal Airport
March 15, 2012
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Overall Project Coordination

Coordination between the City of Ann Arbor and MDOT to finalize the EA including printing and distribution of the revised document (12 copies).

SCHEDULE

SGJJR will work with the City of Ann Arbor to establish a schedule to complete the described services, assumed to be summer 2012.

COMPENSATION

Basic Services

The City of Ann Arbor shall compensate SGJJR for the SERVICES and in accordance with the Conditions of this Agreement for a lump sum fee of \$26,552.64, as detailed in Attachment A.

Please let me know if you have any questions or require additional information.

Sincerely,



Neal Billetdeaux, RLA, LEED BD+C
Principal



Patrick M. Doherty, PE, LEED AP
Senior Vice President

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Enclosures: Exhibit A: Estimated Labor Costs

AUTHORIZED CLIENT REPRESENTATIVE: CITY OF ANN ARBOR

BY: _____ TITLE: _____

PRINTED
SIGNATURE: _____ DATE: _____

FIRST AMENDED EXHIBIT B

FEE SCHEDULE

See the attached Fee and Reimbursement Schedule dated December 16, 2008.

For the additional Services added by Contract Amendment No. 1, see the attached Fee and Reimbursement Schedule dated March 15, 2012.

SMITHGROUPJJR

EXHIBIT A

ANN ARBOR MUNICIPAL AIRPORT CONTRACT AMENDMENT #1

SmithGroupJJR

Estimated Labor Costs

March 15, 2012

Estimated Labor Costs

<u>Classification</u>	<u>Labor</u>	<u>Rate</u>	<u>Total</u>
Principal-in-Charge (Principal 1)	74	\$43.00	\$ 3,182.00
Project Manager (Prof. Staff 6)	0	\$31.84	\$ 0.00
Environmental Specialist (Prof. Staff 6)	0	\$31.84	\$ 0.00
Public Involvement Specialist (Principal 1)	0	\$43.00	\$ 0.00
Engineer (Prof. Staff 7)	0	\$34.37	\$ 0.00
Graphics/Technical (Prof. Staff 3)	0	\$22.09	\$ 0.00
Clerical (Tech. 2)	<u>40</u>	\$21.30	<u>\$ 852.00</u>
Total Direct Labor	114		\$ 4,034.00

Overhead @ 180.47% of Direct Labor **\$ 7,280.16**

Subtotal **\$11,314.16**

Profit @ 15% **\$ 1,697.12**

Escalation Factor @ 4% of Direct Labor **\$ 161.36**

Estimated Direct Costs

Travel	\$ 0.00
Reproduction and Printing	\$ 400.00
Postage	\$ 0.00
Court Reporter	\$ 450.00
JDA	<u>\$12,500.00</u>
Total Estimated Direct Costs	\$13,350.00

TOTAL FEE: \$26,552.64