

**AMENDMENT NUMBER 3 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
ORCHARD, HILTZ & McCLIMENT, INC  
AND  
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Orchard, Hiltz & McCliment, Inc., a Michigan Corporation, having its offices at 34000 Plymouth Road, Livonia, MI 48150 ("Consultant") agree to amend the professional services agreement for Nixon/Green/Dhu Varren Intersection Improvement and the Nixon Road Corridor Traffic Study executed by the parties dated March 10, 2016, as amended by Amendment No. 1 dated December 19, 2016, and as amended by Amendment No. 2 dated February 6, 2017, 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 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) Article IV.A., Compensation of Consultant is amended to read as follows:

The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$ 863,726.

All terms, conditions, and provisions of the original agreement between the parties executed March 10, 2016, as amended by Amendment No. 1 dated December 19, 2016, and Amendment No. 2 dated February 6, 2017 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 \_\_\_\_\_, 2017.

**For Consultant**

By \_\_\_\_\_

**For City of Ann Arbor**

By \_\_\_\_\_

Christopher Taylor, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to form and content**

By \_\_\_\_\_

Stephen K. Postema, City Attorney

**Approved as to substance**

By \_\_\_\_\_

Howard S. Lazarus, City Administrator

By \_\_\_\_\_

Craig Hupy, Service Area Administrator



## EXHIBIT A

March 27, 2017

Mr. Igor Kotlyar  
Project Manager  
City of Ann Arbor  
301 Huron Street  
PO Box 8647  
Ann Arbor, MI 48107

RE: Nixon/Green/Dhu Varren Roundabout  
Amendment #3

Dear Mr. Kotlyar:

As part of the Nixon/Green/Dhu Varren Roundabout design project, the City of Ann Arbor has requested additional services to be completed by OHM Advisors that were not included in the original Professional Services Agreement. OHM is requesting additional compensation to cover the out of scope work that has already been completed and will be completed as the project moves forward through construction completion.

### Additional Design and Support

The tasks listed below have been included in the project and discussed with the City as out of scope work that will be compensated with this amendment:

### Design Stage

- 1) MDEQ Joint Permit Application – The City of Ann Arbor requested the MDEQ to hold a Public Hearing and a Public Comment Period, which was held on January 12, 2017. During the hearing and during the subsequent public comment period, members of the public expressed their concerns. These concerns, prompted the MDEQ to withhold the approval of the permit. Additional work to get the MDEQ permit approval spanned a period of months and included attending the public hearing, addressing concerns from the hearing, attending meetings including a meeting in Lansing, preparing letters, and project management. This task will also cover additional MDEQ work that may be required subject to a 3<sup>rd</sup> party appeal. Cost: \$25,000
- 2) Americans with Disabilities Act (ADA) - A formal complaint was submitted to the Department of Justice regarding compliance with ADA standards. Additional work to address the complaint included meetings, writing letters, research, and project management. This task will also cover additional work required to address this complaint or additional complaints up through the completion of the roundabout construction. Cost: \$5,000

### Construction Stage

- 3) Construction Staking – This task shall consist of the required staking for line and elevation of specific contract items such as pavement replacement, curb and gutter replacement and storm sewer construction. Staking will be at a minimum of 50-foot intervals and includes the top of curb or edge of pavement grade only. Offsets will be discussed with the contractor Cost: \$75,000



- 4) Project Meetings – This task will cover the pre-construction meeting, all weekly progress meetings and all field meetings/visits. OHM will attend the pre-construction meeting and all weekly progress meetings. It is assumed that OHM will send two employees to each meeting, weekly, beginning with the Pre-Construction meeting up through two weeks beyond the “Open to traffic” date (15 weeks in total). In addition to the regularly scheduled progress meetings, OHM will visit the project site weekly and/or as requested by the City for construction engineering assistance. The field portion of project meetings assumes (in addition to progress meetings) that OHM will send two employees to the field for a total number of 15 visits. Cost: \$35,000
- 5) In-Office Design Assistance and Project Management – This task will be used for additional design plan changes to be completed in the office and general coordination with the City’s Project Manager (Igor Kotlyar). Cost: \$27,000
- 6) Sub-Consultant – This task will be used when the sub-consultant is needed to attend meetings or provide design assistance. \$3,000

With this Amendment #3, we are requesting \$170,000. See attached Exhibit B for cost breakdown.

Sincerely,  
OHM Advisors

Steven M. Loveland, PE, PTOE - Project Manager



## EXHIBIT B

RE: Nixon/Green/Dhu Varren Roundabout  
Amendment #3

### Additional Design and Support

#### Design Stage

- |   |          |
|---|----------|
| - MDEQ Joint Permit Application         | \$25,000 |
| - Americans with Disabilities Act (ADA) | \$5,000  |

Sub-Total	\$30,000
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#### Construction Stage

- |  |          |
|--|----------|
| - Construction Staking                               | \$75,000 |
| - Project Meetings                                   | \$35,000 |
| - In-Office Design Assistance and Project Management | \$27,000 |
| - Sub-Consultant                                     | \$3,000  |

Sub-Total	\$140,000
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<b>Total</b>	<b>\$170,000</b>
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