

AMENDMENT NUMBER 1 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 100 N. Fifth Avenue, 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 the Huron Parkway - Nixon Road Improvement project executed by the parties dated February 5, 2007 as follows:

- 1) Article III, SERVICES, Section A, is amended to read as follows:
 - A. The Consultant agrees to provide additional professional engineering services ("Services") in connection with the Project as described in the existing Exhibit A, together with Exhibit A1, attached hereto. 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. COMPENSATION OF CONSULTANT, Section A, is amended to read as follows
 - A. The Consultant shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in the existing Exhibit B, together with Exhibit B1, attached hereto for acceptable work performed and acceptable Deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$232,826. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed February 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 October 15, 2007.

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

Roger W. Fraser, City Administrator

Sue F. McCormick, Public Service Area
Administrator

Exhibit A1 SCOPE OF SERVICES

TASK BREAKDOWN

REVISED Task 7 – STREET LIGHTING

The condition and adequacy of the existing streetlights will be evaluated against the streetlight design standards from the City of Ann Arbor Public Services Department Standard Specifications. We will provide general illumination guidelines for the roundabout, and that any pedestrian light poles that are included in the project will be standard Detroit Edison ornamental streetlights. OHM will provide general concept location of the required street lighting required for traffic safety, and if directed by the City, will complete the design and prepare contract documents for the relocation and/or installation of new lights to be completed as part of the bid proposal.

Task 16 – RECONSTRUCTION OF NIXON ROAD

Additional survey, design, and CAD work associated with the reconstruction of Nixon Road from Plymouth Road north to Huron Parkway. This work includes plan drawings that show the widened roadway for bike lanes, bus pull-outs, and sidewalk relocations. This work also includes road profile drawings that will show new storm sewer and any utility conflicts.

Task 17 – ADDITIONAL PROGRESS MEETINGS

Additional progress meetings will be required, as the scope of the project has expanded. It is anticipated that City staff and team members will attend these meetings at Ann Arbor City offices to introduce and discuss project-related issues and design options and alternatives. Based on the revised timeline of the project, it is anticipated that eleven additional progress meetings will be required.

Meetings will be two (2) hours in length and OHM will be responsible for preparing meeting summaries, exhibits, documents, and other materials for distribution and/or review.

Task 18 – RIGHT-OF-WAY ACQUISITION

Additional right-of-way acquisition meetings will be required as the scope of the project has expanded. It is anticipated that City staff and team members will attend these meetings. Based on the revised timeline of the project, it is anticipated that three additional right-of-way acquisition meetings will be required.

Meetings will be two (2) hours in length and OHM will be responsible for preparing exhibits, documents, and other materials related to right-of-way acquisition.

Exhibit B1

FEE SCHEDULE

| | |
|-----------------------------------------------|-----------------|
| REVISED Task 7 – STREET LIGHTING | \$10,000 |
| Task 16 – RECONSTRUCTION OF NIXON ROAD | \$5,300 |
| Task 17 – ADDITIONAL PROGRESS MEETINGS | \$18,300 |
| Task 18 – RIGHT-OF-WAY ACQUISITION | \$4,600 |
| Total | \$38,200 |

The above-mentioned costs include work performed by OHM and their sub-consultants.