

AMENDMENT NUMBER 5 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 Street, Ann Arbor, Michigan 48107-8647 ("City") and Orchard, Hiltz & McCliment, Inc., having its offices at 34000 Plymouth Road, Livonia, Michigan 48150 ("Consultant") agree to amend the professional services agreement for "General Civil and Traffic Engineering" executed by the parties dated June 4, 2007, and previously amended by Amendment Number 1 dated January of 2008; Amendment Number 2 dated December 1, 2008; Amendment Number 3 dated November 10, 2011; and Amendment Number 4 dated May 21, 2012 as follows:

- 1) Because the City needs to change the scope of services for this project, 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 and, for services beginning November 10, 2011, in Exhibit A-3, Exhibit A-4, and the attached Exhibit A-5. 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) Because the change in the scope of services, Article IV.A, Compensation of Consultant is amended to read as follows:

The Consultant shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B and Exhibit B-2, and for services beginning November 10, 2011, on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B-3 and Exhibit B-4 for acceptable work performed and acceptable Deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$492,500. 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 June 4, 2007, as previously amended by Amendment Number 1 dated January of 2008; Amendment Number 2 dated December 1, 2008; Amendment Number 3 dated November 10, 2011, and Amendment Number 4 dated May 21, 2012, 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 December 17, 2012.

**FOR CONSULTANT**

By \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By: \_\_\_\_\_  
John Hieftje, Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

\_\_\_\_\_  
Craig Hupy,  
Public Services Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney