

**AMENDMENT NUMBER 2 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, 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 \$ 693,726.

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, 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

December 12, 2016

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 and Nixon Corridor Study  
Amendment #2

Dear Mr. Kotlyar:

As part of the Nixon/Green/Dhu Varren Roundabout design, 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 to final plan submittal in January 2017.

### 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:

- 1) Lighting Design along the Nixon Corridor from south of the roundabout at Nixon/Green/Dhu Varren south to Traver Blvd. Tasks included topography creation using record plans, lighting design, utility meetings, project meetings and management. Partial cost of this task is \$25,650. The remainder of the corridor lighting design fees (\$24,350) were included in Amendment #1.
- 2) Additional work to complete the MDEQ Joint Permit Application and plan preparation was required based on the request of the City to include the sidewalk along the frontage of the Toll Brothers property in the northwest and southwest quadrants of the Nixon/Green/Dhu Varren intersection. The sidewalk extensions equate to over 1000' of extra sidewalk outside of the original footprint of the roundabout design.

The total cost for the additional work associated with this task is \$70,000. Specifics of the out of scope work are outlined below:

- a. Additional sidewalk design plans were needed for the north and west legs of the intersection. Work to complete these plans included site visits, AutoCad design, cross section preparation, removal and construction sheets, detailed grading sheets, drainage design, soil erosion/sedimentation control sheets and cost estimate.
- b. Along with sidewalk design on the north leg, came the realignment of the north leg to minimize wetland impacts (keeping the sidewalk out of the wetlands to stay below 1/3 of an acre of impact). This realignment included additional utility impacts and utility coordination, design for the realignment, design for stormwater storage under this leg of the intersection, and multiple iterations of maintaining traffic plans based on the realignment and stormwater storage on this leg.



- c. MDEQ Joint Permit Application required revisions to include additional write-up, data, details/exhibits, more wetland mitigation design and investigations including survey.

With this Amendment #2, we are requesting \$95,650. See attached Exhibit B for cost breakdown.

Sincerely,  
OHM Advisors

A handwritten signature in blue ink, appearing to read 'S. Loveland', written over a horizontal line.

Steven M. Loveland, PE, PTOE - Project Manager



EXHIBIT B

RE: Nixon/Green/Dhu Varren Roundabout and Nixon Corridor Study  
Amendment #2

Additional Design and Support

Lighting Design for Corridor

- Topography Creation \$2,000
- Lighting Design \$19,650
- Utility Meetings and Coordination \$2,000
- Project Meetings and Management \$2,000

Sub-Total \$25,650

MDEQ Joint Permit Application and Plan Preparation

- Sidewalk Design Plans \$10,000
- Realignment of the North Leg \$25,000
- MDEQ Joint Permit Application \$35,000

Sub-Total \$70,000

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**Total \$95,650**