

**AMENDMENT NUMBER 2 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
NTH CONSULTANTS, LTD.  
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 NTH Consultants, Ltd., having its offices at 41780 Six Mile Road, Northville, MI 48168 ("Contractor") agree to amend the professional services agreement for the project Barton Dam Piezometer Installation and Slope Stability Analysis executed by the parties dated March 14, 2017 ("Agreement") as follows:

- 1) Article III, SERVICES, is amended to read as follows:
  - A. The Contractor agrees to provide Professional Geotechnical Engineering Services  
type of service  
("Services") in connection with the Project as described in Exhibit A, and as amended for additional tasks by Amendment Number 2 (Exhibit A-2). 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.
  - B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
  - C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
  - D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys
- 2) Article V, COMPENSATION OF CONTRACTOR is amended to read as follows:
  - A. The Contractor shall be paid in the manner set forth in Exhibit B, and as amended for additional tasks by Amendment Number 2 (Exhibit B-2). The total fee to be paid to the Contractor for the Services shall not exceed \$251,800.00. The original contract amount was \$189,400.00 with contingency for change orders to be approved by the City Administrator for \$19,000.00. The Amendment No.1 amount was \$26,400.00. The Amendment No. 2 amount is \$17,000. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall 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 shall be binding on the Parties' heirs, successors, and assigns.

Dated this 16<sup>th</sup> day of October, 2018

**For Contractor**

By \_\_\_\_\_

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

**For City of Ann Arbor**

By \_\_\_\_\_  
Christopher Taylor, Mayor

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

**Approved as to form and content**

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

**Approved as to substance**

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

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

## **EXHIBIT A-2**

### **SCOPE OF SERVICES**

- Attend meetings and participate in conference calls with the City of Ann Arbor and FERC relative to the ongoing seepage issue at Barton Dam.
- Develop conceptual localized repair details for stabilization of surficial boils and seepage.
- Conduct a site visit to the dam and field locate the limits of the currently anticipated surface stabilization.
- Convey the limits of stabilization to the City and upon concurrence, prepare an engineering plan identifying the area to be stabilized as well as required details and procedures for the City to submit to FERC for approval and subsequently to provide to a contractor to execute in the field.
- Prepare required correspondence for the proposed approach for the City to submit to FERC.
- Provide onsite field representation during repair activities monitor and document the proposed repair activities. Our budget presented below has been developed based on providing up to 40-hours of onsite field representation as the repairs are being undertaken.

## **EXHIBIT B-2**

### **COMPENSATION**

NTH estimates the fees to be \$15,000. An additional \$2,000 allowance is included in the Purchase Order to NTH, but shall be used only at the discretion of the City. Services will be provided in accordance with the terms and conditions of the existing contract with the City of Ann Arbor, namely the Barton Dam Piezometer Installation and Slope Stability Analysis.