

**AMENDMENT NUMBER THREE TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CARLISLE/WORTMAN ASSOCIATES, 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 Carlisle/Wortman Associates, Inc, having its offices at 605 S. Main Street, Ste 1, Ann Arbor, MI 48104 ("Contractor") agree to amend the professional services agreement for the Project "Plan Examination Services, Code and Building Official consultation services" executed by the parties dated December 10, 2014, and subsequently amended by Amendment No. 1 to the Agreement, dated February 10, 2015 and Amendment No. 2 to the Agreement, dated July 31, 2015 as follows:

- 1) Article IV(A), Compensation of Contractor, is amended (bold italic) to read as follows:
 - A. The Contractor shall be paid in the manner set forth in Exhibit B effective December 10, 2014 through July 31, 2015 and thereafter in the manner set forth in Exhibit B-1, attached hereto and made a part hereof through the remainder of the term of the Agreement. Payment shall be made monthly, unless another payment term is specified in Exhibit B or B-1, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement, as amended, shall not exceed ***Six Hundred Thousand and no/100 dollars (\$600,000.00)***
- 2) Exhibit B-1, Fee Schedule, attached hereto and made a part hereof amends the hourly rates of service as stated for the period specified in Article IV(A) as amended hereabove.

All terms, conditions, and provisions of the original agreement between the parties executed December 10, 2014, and subsequently amendments 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 September __, 2015.

For Contractor

By _____
Richard K. Carlisle
Its: President

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

Jacqueline Beaudry, City Clerk

[signatures continued on next page]

Approved as to form and content

Stephen K. Postema, City Attorney

Approved as to substance

Steven D. Powers, City Administrator

Sumedh Bahl, Community Services
Area Administrator

EXHIBIT B-1

FEE SCHEDULE

All services will be billed at the following rates:

Hourly Rates

Building Official Fees: \$110/hour

Plan Examination Fees: \$110/hour

Administrative Retainer: \$1,000/month

(over and above hourly fees to cover contract management, general administration and overhead, as well as cover incidental charges that may occur)

Additional Services Fees: Subject to negotiation based on as-needed services.

It is understood and agreed by Parties that Fees under this Agreement are capped at a NTE amount as specified in Article IV above. CES agrees to provide the City not less than 10 business days notice if CES anticipates exceeding the NTE amount during the term of this Agreement.

On receipt of any such notice the Parties agree to negotiate an amendment to this Agreement subject to final approval by the Ann Arbor City Council