

**AMENDMENT NUMBER 1 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
APTIM ENVIRONMENTAL & INFRASTRUCTURE, 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 Aptim Environmental & Infrastructure, LLC, having its offices at 1607 East Main Street, Suite E., St. Charles, Illinois 60174 (“Contractor”) agree to amend the professional services agreement for the project Solid Waste Resources Management Plan (2019-2023) executed by the parties dated May 21, 2018 (“Agreement”) as follows:

WHEREAS, Contractor was formerly Aptim Environmental & Infrastructure, Inc. until Contractor completed a conversion to a limited liability company, organized under the laws of the State of Louisiana, changing the company name to Aptim Environmental & Infrastructure, LLC on or about December 31, 2018; and

WHEREAS, the City and the Contractor wish to amend the Agreement to reflect additional services the Contractor will provide, as well as the above-referenced conversion.

THEREFORE, the Agreement is amended as follows:

- 1) ARTICLE X is amended to add the following section C:
  - C. Contractor converted to a limited liability company effective December 31, 2018 and is now formed as Aptim Environmental & Infrastructure, LLC. From such effective date, Aptim Environmental & Infrastructure, LLC shall be referred to as “Contractor” herein.
- 2) EXHIBIT A, SCOPE OF SERVICES, is amended to add the following:

**Addition to Task 2.4. Plan Advisory Committee**

The original scope of work for the SWRMP included conducting four meetings with a Plan Advisory Committee (Advisory Committee). The Advisory Committee was established during the fall of 2018 and includes more than 40 stakeholders representing residents, businesses, property managers, business associations, Ann Arbor DDA, Washtenaw County, University of Michigan, and private service providers. The originally-planned four meetings of the Advisory Committee were held in November 2018, January 2019, April 2019, and May 2019.

During the final meeting on May 21, the Advisory Committee provided comments on draft recommendations that had been distributed in advance of the meeting. Through facilitated discussion on the recommendations, the project team identified an interest among committee members to have an additional meeting in order to respond to specific questions from the committee which the SWRMP report is intended to address. The Advisory Committee’s interest in a fifth meeting was confirmed through a show of hands by a majority of the members present.

An additional, fifth meeting of the Advisory Committee will provide an opportunity to secure feedback from the members on a completed draft of the SWRMP report. Review of the SWRMP report was not part of the original work scope or committee objectives. Given the breadth of topic areas being addressed by the SWRMP and the diversity of stakeholders who have participated as members of the Advisory Committee, the addition of a fifth meeting to conclude the process with the committee will be a benefit to the SWRMP by ensuring that members' comments on the SWRMP report are considered prior to presentation of the final draft of the SWRMP to the Environmental Commission.

Schedule Impact: Meeting 5 of the Plan Advisory Committee is proposed to be held during late July or early August, following staff review of the draft SWRMP report and with sufficient pre-meeting review time afforded to the Advisory Committee members. Previously, the SWRMP was anticipated to be presented to the Environmental Commission at its July 25 meeting; addition of a fifth meeting of the Advisory Committee would result in extension of the overall project schedule. Presentation of the SWRMP to the Environmental Commission is therefore anticipated to occur at either its August 22 or September 26 meeting.

Budget: \$9,250, inclusive of meeting preparation, meeting attendance and facilitation, and post-meeting documentation. Services will be billed monthly on a time and materials basis in accordance with the rates established in the current contract.

3) EXHIBIT A, SCOPE OF SERVICES, is amended to add the following:

#### **New Task 7. MRF Contracting Assistance**

Recycle Ann Arbor (RAA) has provided City staff an unsolicited proposal for redevelopment of the City's MRF. APTIM has performed a preliminary review of RAA's MRF redevelopment option as part of our previously-approved contract for the SWRMP. City staff has requested that APTIM include a new scope of work task within this change order for APTIM to provide continuing assistance on technical and economic review of RAA's proposed redevelopment of the MRF and to support the City in negotiating contract terms and conditions.

APTIM proposes to provide the following assistance to the City:

- Review of future RAA submittal(s) and development of further follow-up inquiries as needed;
- Supplemental research to support evaluation of RAA's proposed conditions and pricing;
- Participation in proposal review meetings with City staff via phone; and
- Assistance in reviewing proposed contract documents.

Proposal review and MRF contract negotiations are anticipated to be iterative, and

it is therefore challenging to precisely identify the level of effort to be expended. The level of effort will be dependent on factors such as the number of documents to be reviewed, clarity of follow-up responses received, and the number of meetings held. For budgeting purposes, we have assumed APTIM will complete review of RAA's April 25 submittal plus two follow-up submittals, and that we will participate in four phone meetings with the City's project team and/or RAA.

Schedule Impact: Services will be performed upon request by City staff in accordance with the schedule identified by the City for individual work items as they arise.

Budget: Not-to-Exceed \$15,000. Services will be billed monthly on a time and materials basis in accordance with the rates established in the current contract.

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.

Contractor represents and warrants that it has the full authority to execute this Amendment.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**For Contractor**

By \_\_\_\_\_

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

**For City of Ann Arbor**

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By Christopher Taylor, Mayor

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By Jacqueline Beaudry, City Clerk

**Approved as to substance**

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Craig Hupy, Service Area Administrator

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Howard S. Lazarus, City Administrator

**Approved as to form and content**

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Stephen Postema, City Attorney