

**AMENDMENT NUMBER TWO 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 August 31, 2015, and further amended by the parties on September __, 2015, as follows:

- 1) Article III(A), Services, is amended (bold italic) to read as follows:
 - A. The Contractor agrees to provide professional planning support services in connection with the Project as described in Exhibit ***A-1, Revised Scope of Services, which is attached hereto and made a part of this Amendment No. 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.

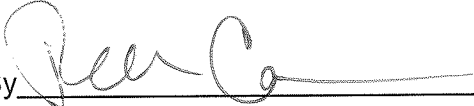
- 2) Article IV, Compensation of Contractor, is amended (bold italic) to read as follows:
 - A. The Contractor shall be paid in the manner set forth in Exhibit ***B-1, which is attached hereto and made a part of this Amendment No. 2***. Payment shall be made monthly, unless another payment term is specified in Exhibit 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 shall not exceed Eighty-five Thousand and no/100 dollars (\$85,000.00)

All terms, conditions, and provisions of the original agreement between the parties executed August 31, 2015, Amendment No. 1, executed September __, 2015, 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 November __, 2015.

For Contractor

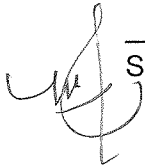
By 
Richard K. Carlisle
Its: President

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

Jacqueline Beaudry, City Clerk

Approved as to form and content



Stephen K. Postema, City Attorney

Approved as to substance

Steven D. Powers, City Administrator

Larry Collins, Interim Community Services
Area Administrator

EXHIBIT A-1

REVISED SCOPE OF SERVICES

General

Effective the date of Amendment No. 2 to the Agreement between the parties, all services and consultation under this Agreement will be provided by or under the supervision of:

Richard Carlisle, AICP (oversight/technical support)
Ben Carlisle, AICP (technical/day-to-day planning support)
Laura Kreps, AICP or Designee (day-to-day planning support)

Other assigned staff must have AICP Certification and be registered in Michigan. Experience with GIS systems preferred.

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Prior to commencement of any work under this Agreement Carlisle/Wortman will provide to the City evidence of licenses and certifications for all personnel to be assigned to provide Services to the City.

Carlisle/Wortman acknowledges and agrees that in provision of Services under this Agreement time shall be of the essence in the performance of such Services.

Duties and Responsibilities

- Supervise City Planners
- Review Planning Commission, Zoning Board of Appeals, and Historic District Commission Staff Reports
- Staff Planning Commission meetings
- Represent Planning Division at City Council meetings
- Monitor/Manage progress of Planning Commission priorities
- Respond to City Council inquiries
- Represent Planning Division at meetings
- Provide technical assistance

In addition, Carlisle/Wortman will provide day-to-day planning support to the Community Services Area Administrator by providing the following services:

- Zoning compliance
- Site compliance
- Development and land use application review

- Zoning and site plan review
- Zoning enforcement

Ben Carlisle will supervise additional Carlisle/Wortman planning employees.

Division of duties and responsibilities between assigned staff will be subject to approval of the Contract Administrator

EXHIBIT B-1
FEE SCHEDULE

Effective the date of Amendment No. 2, all services will be billed at the following rates:

Hourly Rates

Richard K. Carlisle	\$125/hr
Benjamin R. Carlisle	\$110/hr
Laura Kreps, or Designee	\$80/hr
Support Staff	\$60/hr

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 Fee: 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. Carlisle/Wortman agrees to provide the City not less than ten (10) business days notice if it 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.