

**AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment Number 1 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and Mead & Hunt, Inc., ("Contractor") for Professional Services, which is dated December 3, 2018 ("Agreement"). City and Contractor agree to amend the Agreement as follows:

- 1) Attachment C, Cost Breakdown, is amended to read as shown in attached Amendment No. 1, Exhibit A.
- 2) Attachment E, Scope of Work/Services, is amended to read as shown in attached Amendment No. 1.

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.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

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

[SIGNATURE PAGE FOLLOWS]

For Contractor

By Stephanie A.D. Ward
Stephanie A.D. Ward, VP

Its:

Date: November 17, 2020

Fo

Christopher Taylor

12/07/2020

CHRISTOPHER TAYLOR, MAYOR

By

Jacqueline Beaudry

12/09/2020

JACQUELINE BEAUDRY, CITY CLERK

By

Jacqueline Beaudry, City Clerk

Date: _____

Tom Crawford

12/06/2020

TOM CRAWFORD, CITY ADMINISTRATOR

Tom Crawford, City Administrator

John Fournier, Assistant City Administrator

Stephen K. Postema

12/04/2020

STEPHEN POSTEMA, CITY ATTORNEY

Stephen K. Postema, City Attorney

8/17/2020

Contract Amendment No. 1



Matthew J. Kulhanek, Airport Manager
ANN ARBOR MUNICIPAL AIRPORT
801 Airport Drive
Ann Arbor, MI 48108

Project Name: Runway 6/24 Extension -
Environmental Assessment

Project Location: Ann Arbor Municipal Airport

Project Number: 2708800-272467.01

Mead & Hunt Manager: Bill Ballard

Subject: Amendment No. 1

Dear Mr. Kulhanek:

The above-referenced PROJECT requires an Amendment. The work in this Amendment is in addition to the Scope of Services stated in the original contract (dated 12/03/2018), between the ANN ARBOR MUNICIPAL AIRPORT (CLIENT) and Mead & Hunt, Inc. (CONSULTANT).

The CLIENT agrees that the CONSULTANT shall provide professional consulting services for the PROJECT as set forth in this Amendment Number 1 (Amendment) and the CLIENT shall provide payment for those services as described in this Amendment. A detailed description of our understanding of the revised PROJECT Scope of Services and Compensation is provided below.

Reasons for Amendment

Runway Justification Study:

During initial project scoping, it was the understanding of the CONSULTANT that completing the Runway Justification Study would be a minor task following standard Federal Aviation Administration (FAA) Runway Justification guidance. It was originally agreed upon that the task would take approximately 60 days to complete (including review and revisions) and included one Runway Justification Report and three teleconferences. As such, the fees associated with this task were commensurate with the anticipated work and time required.

As the task developed, the FAA requirements to complete the Runway Justification Study far exceeded the originally scoped time and effort by over 250%. Specifically, the FAA developed new national guidance regarding the use of runway length calculations during this task which required consultation and coordination with FAA Headquarters in Washington, D.C. Subsequent coordination with the FAA to apply the new guidance has taken approximately 1.5 years to complete and included over 12 meetings and the development of four Runway Justification and Supplemental Technical Reports.

Fees included in this Amendment also include the time and effort anticipated to finalize the Runway Justification Study and submit to FAA for concurrence and approval.

Runway Protection Zone Analysis:

The FAA has requested the development of a Runway Protection Zone (RPZ) analysis to determine incompatible land uses within the RPZ of each alternative being considered to meet the project's purpose and need. This was an out-of-scope task as it was the CONSULTANT'S understanding that this task was already completed and was not included in the original Scope of Services.

Matthew J. Kulhanek, Airport Manager
8/17/2020
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Amended Compensation

Form of compensation for work in this Amendment will be in accordance with the *Terms and Conditions* of the existing CONTRACT. The ANN ARBOR MUNICIPAL AIRPORT will pay Mead & Hunt an increase of \$109,516.88 for the work performed under this Amendment. The cost breakdown is attached as Exhibit A. This Amendment results in a revised contract amount of \$385,108.89 for the total PROJECT.

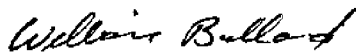
Authorization for Amendment

The Amended Scope of Services and Compensation stated in this Amendment are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this Amendment may be reviewed and modified by Mead & Hunt.

Signatures of authorized representatives of ANN ARBOR MUNICIPAL AIRPORT and Mead & Hunt shall amend the existing Agreement (original CONTRACT and all previous Amendments, if applicable) between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the *Terms and Conditions* of the original CONTRACT and Amendment, if applicable. If a signed copy of this Authorization is not received by Mead & Hunt, Inc. within forty-five (45) days from the date of issuance, Mead & Hunt, Inc. may stop work on the above services.

Respectfully submitted,

MEAD & HUNT, Inc.



William Ballard, AICP
Project Manager

Attachments: Exhibit A – Environmental Services Fee Estimate

Accepted by: ANN ARBOR MUNICIPAL AIRPORT

Approved by: MEAD & HUNT, INC.

By:

By: 

Name:

Name: Stephanie Ward

Title:

Title: Vice President

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date:

Date: August 17, 2020

