

**AMENDMENT NO. 1 TO PROFESSIONAL
SERVICES AGREEMENT**

This Amendment No. 1 (“Amendment”) is to the Professional Services Agreement between the City of Ann Arbor, (“City”) and Altura Solutions, LLC. (“Contractor”) for Parks ADA Compliance Assessment and Transition Plan (RFP #21-08) which is dated 02/22/2022 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

- 1) Exhibit A is amended to add the attached Exhibit A-2.

- 2) Exhibit B is replaced by the attached Exhibit B.

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 Name

By _____

Name: _____

Title: _____

Date: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Milton Dohoney Jr., City Administrator

Derek Delacourt,
Community Services Administrator

Approved as to form and content

Atleen Kaur, City Attorney

February 6, 2023

Adam Fercho, PLA
Planner and Landscape Architect
Ann Arbor Parks and Recreation
City of Ann Arbor

RE: ADA Transition Plan Project Change Order #1- Additional Park Facilities Assessment

Dear Adam,

This is a formal proposal for additional services related to the ADA Transition Plan Project we are currently contracted to perform. The elements for the additional facilities is below and the cost is attached to this document.

Scope:

The following services shall be provided by the Consultant in conjunction with the delivery of the Parks ADA Compliance Assessment and Transition Plan project. The Consultant shall perform all needed project tasks in conformance with the requirements of the City of Ann Arbor.

Altura Solutions will perform facility assessments for the following park facilities:

- Bandemer Park
- Burns Park
- Island Park
- Olson Park
- Southeast Area Park

Self-Evaluation of Parks and Facilities

- a. Evaluate additional park sites and facilities, as listed above, for physical accessibility and identify physical barriers.
- b. The consultant shall review and evaluate Park and Recreation Programs, Services, and Activities to identify accessibility barriers.
- c. The Consultant will use the enforceable federal regulations, the most recent issued final guidelines or proposed guidelines, and in the alternative, the most recent final reports of the US Access Board committees. The Consultant shall also consider applicable Michigan laws (e.g., MCL 125.1351, et seq.) in preparing its advice and report.
- d. The Consultant should use "best practices" that are effective in making parks and facilities more accessible. The final report shall distinguish between regulations, guidelines, and best practices.
- e. The Consultant will also review areas used only by employees and make recommendations with ADA Title II provisions.

f. Upon completion of the evaluations, the Consultant shall prepare a list of elements that are non-compliant as part of the transition plan for the City to follow. These elements should be ordered to help the City establish priorities in barrier removal and improvement of accessibility. This list will be integrated into the existing facilities list provided in the original contract.

g. The assessment and transition plan will include evaluation of all City Park properties as listed in the original contract documents and this list above, including Recreation Facilities, Community-Wide Parks, Neighborhood Parks, and Natural Areas.

Project Schedule

Altura is requesting an additional 21 days for completion of assessment and data collection and analysis.

Compensation

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule attached states nature and amount of compensation the Contractor may charge the City.

Sincerely,



Jesus Lardizabal, RAS
Project Principal

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

City of Ann Arbor
ADA Compliance Assessment and Transition Plan

ALTURA SOLUTIONS

		Dolores											TOTALS
PROPOSAL		Jesus Lardizabal	Aileen Dryden	Dolores Gonzalez	Olaf Brunjes	Marilu Tavagna	Arturo Pinero	Elisa Alaniz	Kate Waters	Juvelyn Owen	Kathy Keller	Support Staff	
Hourly Rates		\$175	\$145	\$115	\$115	\$115	\$95	\$95	\$0	\$75	\$0	\$45	
1	Meetings												
b	Kick-off Meeting	4.0	4.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	2.0	12.0
b	PM Meetings	8.0	8.0	0.0	2.0	1.0	0.0	8.0	0.0	0.0	0.0	4.0	31.0
	Total Hours	12.0	12.0	0.0	3.0	2.0	0.0	8.0	0.0	0.0	0.0	6.0	43.0
	COST	\$2,100	\$1,740	\$0	\$345	\$230	\$0	\$760	\$0	\$0	\$0	\$270	\$5,445
2	Altura Review of Programs												
a	Staff Training	16.0	8.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	42.0
b	Checklist Production	2.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	4.0	18.0
c	GIS Assessment of Program Locations	2.0	0.0	2.0	0.0	4.0	0.0	0.0	0.0	4.0	0.0	2.0	14.0
d	Assessment of Programs, Services, and Activities	4.0	4.0	32.0	0.0	0.0	0.0	8.0	0.0	8.0	0.0	2.0	58.0
e	Report Generation and Recommendations	2.0	0.0	2.0	0.0	0.0	0.0	4.0	0.0	4.0	0.0	2.0	14.0
	Total Hours	26.0	14.0	56.0	0.0	4.0	0.0	12.0	0.0	22.0	0.0	12.0	146.0
	COST	\$4,550	\$2,030	\$6,440	\$0	\$460	\$0	\$1,140	\$0	\$1,650	\$0	\$540	\$16,810
3	Stakeholder Input and Engagement												
a	Work through City's Community Engagement Toolkit	3.0	3.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0
b	Public Notices of Meetings and Survey	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
c	First Meeting	12.0	8.0	8.0	0.0	2.0	0.0	0.0	0.0	8.0	0.0	0.0	38.0
d	Project Update (online posting)	1.0	2.0	4.0	0.0	0.0	0.0	8.0	0.0	4.0	0.0	0.0	19.0
e	Second Meeting	12.0	8.0	8.0	0.0	2.0	0.0	0.0	0.0	8.0	0.0	0.0	38.0
f	Online Surveys (2)	4.0	2.0	4.0	0.0	0.0	0.0	2.0	0.0	8.0	0.0	8.0	28.0
g	Report of Comments and Priorities	2.0	2.0	2.0	0.0	0.0	0.0	4.0	0.0	8.0	0.0	2.0	20.0
h	One-on-one Interviews with Stakeholders	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	Total Hours	40.0	27.0	35.0	0.0	4.0	0.0	14.0	0.0	36.0	0.0	10.0	166.0
	COST	\$7,000	\$3,915	\$4,025	\$0	\$460	\$0	\$1,330	\$0	\$2,700	\$0	\$450	\$19,880
4	Self-Evaluation												
a	Facility Inspections	72.0	68.0	0.0	118.0	110.0	110.0	88.0	0.0	110.0	0.0	0.0	676.0
b	50% Self-Evaluation Reports	8.0	20.0	0.0	26.0	16.0	24.0	24.0	0.0	16.0	0.0	32.0	166.0
c	Final Self-Evaluation Reports	6.0	10.0	0.0	8.0	8.0	10.0	8.0	0.0	12.0	0.0	20.0	82.0
	Total Hours	86.0	98.0	0.0	152.0	134.0	144.0	120.0	0.0	138.0	0.0	52.0	924.0
	COST	\$15,050	\$14,210	\$0	\$17,480	\$15,410	\$13,680	\$11,400	\$0	\$10,350	\$0	\$2,340	\$99,920
5	GIS and Database												
a	Database Development	0.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	8.0	0.0	0.0	32.0
b	Map Preparation	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	16.0	0.0	0.0	32.0
c	QA/QC Field and Office	6.0	4.0	0.0	17.0	17.0	27.0	6.0	0.0	17.0	0.0	6.0	100.0
d	Integration with City Systems and Data Download	0.0	2.0	0.0	10.0	42.0	0.0	0.0	0.0	62.0	0.0	0.0	116.0
e	Report Generation	0.0	2.0	0.0	2.0	48.0	0.0	0.0	0.0	48.0	0.0	2.0	102.0
f	GIS Map and Analysis	2.0	4.0	0.0	0.0	26.0	0.0	0.0	0.0	28.0	0.0	0.0	60.0
	Total Hours	8.0	12.0	0.0	29.0	173.0	27.0	6.0	0.0	179.0	0.0	8.0	442.0
	COST	\$1,400	\$1,740	\$0	\$3,335	\$19,895	\$2,565	\$570	\$0	\$13,425	\$0	\$360	\$43,290
6	Staff Training												
a	Training	2.0	8.0	0.0	6.0	4.0	4.0	0.0	0.0	0.0	0.0	4.0	28.0
	Total Hours	2.0	8.0	0.0	6.0	4.0	4.0	0.0	0.0	0.0	0.0	4.0	28.0
	COST	\$350	\$1,160	\$0	\$690	\$460	\$380	\$0	\$0	\$0	\$0	\$180	\$3,220
7	Presentations to City Boards and Commissions												
a	Boards and Commissions Meetings	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
	Total Hours	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
	COST	\$1,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,050
	Travel Expenses and Reimbursables												
a	Travel Expenses and Reimbursables												\$20,400
	COST												\$20,400

Grand Total **\$210,015**



**CITY OF ANN ARBOR PARKS
CHANGE ORDER FORM**

ORDER NO. 1
DATE: 2/2/2023

PROJECT: Parks ADA Compliance Assessment and Transition Plan

OWNER: City of Ann Arbor Parks & Recreation

CONSULTANT: Altura Solutions, LLC

The following changes are hereby made to the AGREEMENT:

Performance of self-evaluation assessments for additional park facilities as outlined in change order scope and contract extension of 21 days.

Change to **CONTRACT PRICE:** \$ 9,942.50

Original BASE CONTRACT PRICE:	\$	<u>210,015.00</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$	<u>210,015.00</u>
Total change in CONTRACT PRICE for this CHANGE ORDER:	\$	<u>9,942.50</u>
The CONTRACT PRICE including this CHANGE ORDER will be:	\$	<u>219,957.50</u>

Original Date for Contract Completion	<u>12/3/2022</u>
Current Date for Contract Completion	<u>3/1/2023</u>
Time Extension (in calendar days)	<u>21</u>
Modified Date for Contract Completion	<u>3/22/2023</u>

Approved by (Owner): _____
City of Ann Arbor Date

Accepted by (Consultant):A _____
Itura Solutions, LLC Date 02/06/2023