

SUBCONTRACT NO.	
CONTROL SECTION NO.	STU 63459
JOB NO.	35908
FED. PROJECT NO.	STPU 863(095)
FED. ITEM NO.	HH5591

City of Rochester Hills
Orchard, Hiltz & McCliment, Inc.

First Amendment To
Construction Engineering Contract
for
Hamlin Road from Crooks Road to East of Livernois Road

THIS FIRST AMENDMENT dated October 20, 2010 by and between the City of Rochester Hills, herein after referred to as the "Local Agency," and Orchard, Hiltz & McCliment, Inc., a Michigan Corporation, herein after referred to as the "Consultant" for the purposes of amending Subcontract No. 08-5397/S1, dated April 23, 2009, herein after referred to as the Contract.

WITNESSETH:

WHEREAS, the Consultant and Local Agency entered into a Contract for the performance of construction engineering services required in connection with the construction of the Hamlin Road from Crooks to Livernois reconstruction project; and

WHEREAS, the Consultant and Local Agency agree that additional services are required and an extension of time is needed;

NOW, THEREFORE, it is agreed between the Consultant and Local Agency to amend the Contract as follows:

A. SERVICES

1. Provide supplemental design and construction engineering services for the mast arms for the Clinton River Trail;
2. Provide supplemental design and construction engineering services for the sidewalk along the west side of Crooks Road north of Hamlin Road;
3. Revise the roundabout signing to meet updates requested by the Road Commission for Oakland County.
4. Provide additional testing services and overall construction engineering due to poor soils encountered within the project limits.

B. COSTS

In order to increase the amount of the Contract by \$74,995.18, for a revised total Contract amount of \$1,074,776.35, Article 16 of the Contract is amended as follows:

“16. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this Contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount for this amendment, which shall not exceed seventy-four thousand nine hundred ninety-five dollars and eighteen cents (\$74,995.18) increasing the total contract amount to one million seventy-four thousand seven hundred seventy-six dollars and thirty-five cents (\$1,074,776.35). The fixed fee (profit) for this amendment shall be in the amount of seven thousand forty-five dollars and thirty-one cents (\$7,045.31) as shown in Exhibit A-5, which increases the total fixed fee amount to one hundred one thousand thirty-one dollars and thirty-three cents (\$101,031.33). The total contract is summarized in Exhibit A-7 attached hereto and made a part hereof, and includes previous Exhibits A-1 through A-4.

“g. Those costs CONSULTANT. The PROJECT cost attributable to Schleede-Hampton Associates, Inc. is estimated to be sixteen thousand one hundred ten dollars and thirty-seven cents (\$16,110.37), summarized in Exhibit A-6. The PROJECT cost attributable to Applied Science & Technology, Inc. is estimated to be \$0.00.”

C. SCHEDULE

The project construction schedule has been extended to August 13, 2011.

D. EXHIBIT A

Exhibit A-1 through A-4 of the Contract is amended by Exhibit A-5, dated 10-20-2010 and attached hereto and made a part hereof.

E. All other provisions of the Contract, except as herein amended, remain in full force and effect as originally set forth.

F. In the event of any discrepancies between the provisions of this Amendment and any exhibit(s) hereto, the provisions of the Amendment will govern.

G. This Amendment will become binding on the Parties and of full force and effect upon signing by the duly authorized representatives of the Consultant and the Local Agency and upon adoption of a resolution approving said Amendment and authorizing the signature(s) thereto of the respective representatives of the Consultant and the Local Agency, a certified copy of which resolution will be attached to this Amendment.

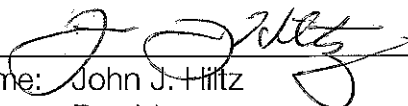
IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents and representatives the day and year first above written.

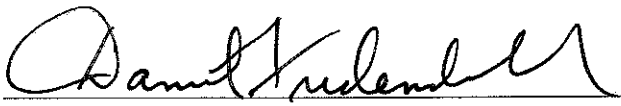
CITY OF ROCHESTER HILLS

By: _____
Name: Bryan K. Barnett
Title: Mayor

By: _____
Name: Jane Leslie
Title: City Clerk

ORCHARD, HILTZ & McCLIMENT, INC.

By:  _____
Name: John J. Hiltz
Title: President

By:  _____
Name: Daniel G. Fredendall
Title: Executive Vice President

**EXHIBIT A-5
DERIVATION OF COST PROPOSAL
(CONSTRUCTION ENGINEERING SERVICES - AMENDMENT #1)**

LOCAL AGENCY:
City of Rochester Hills

PROJECT DESCRIPTION:
Hamlin Road - Crooks to Livernois
CS 63459 JN 35908A

CONSULTANT:
Orchard, Hiltz and McCliment, Inc.

DIRECT LABOR:	Person		2010		Labor
Classification	Hours	x	Hourly Rate	=	Cost
Principal	5		\$75.96		\$379.80
Senior Associate	5		48.56		242.80
Associate	100		46.18		4,618.00
Professional Engineer IV	200		45.57		9,114.00
Professional Engineer II	0		31.17		0.00
Engineering Technician IV	20		34.64		692.80
Engineering Technician II (Field)	40		22.73		909.20
Engineering Technician II (Office)	100		22.73		2,273.00
Professional Surveyor	5		32.88		164.40
Surveyor III	20		26.81		536.20
Surveyor II	21		20.67		434.07
Surveyor I	0		18.42		0.00
<hr/>					
TOTAL LABOR:	Total Hours		516	Labor	19364.27
OVERHEAD:	\$19,364.27	X	170.00%		32919.26
			Labor and Overhead Subtotal		52283.53
FACILITIES COST OF CAPITAL:	\$19,364.27	X	4.39%		850.09
SUBCONSULTANT FEES:					
Schleede-Hampton Associates, Inc.					16110.37
Applied Science and Technology, Inc.					0.00
			Total Subconsultant Costs		16110.37
DIRECT EXPENSES:					
					0.00
			Total Direct Expenses		0.00
FIXED FEE:					
(Total Labor + Overhead) x Fixed Fee %	\$52,283.53	X	11%		5751.19

For Information Only - This Amendment Only:

Orchard, Hiltz & McCliment, Inc.	\$52,283.53	11%	\$5,751.19
Schleede-Hampton Associates, Inc.	11,764.75	11%	1,294.12
Applied Science and Technology, Inc.	0.00	11%	0.00
Total Fixed Fee			\$7,045.31

TOTAL NOT TO EXCEED COST 74995.18

**EXHIBIT A-6
DERIVATION OF COST PROPOSAL
(CONSTRUCTION ENGINEERING SERVICES - AMENDMENT #1)**

LOCAL AGENCY:
City of Rochester Hills

PROJECT DESCRIPTION:
Hamlin Road - Crooks to Livernois
CS 63459 JN 35908A

CONSULTANT:
Schleede Hampton Associates, Inc.

DIRECT LABOR:	Person		2010		Labor
Classification	Hours	x	Hourly Rate	=	Cost
QA/QC Manager	14.0		\$42.50		\$595.00
Sr. Technician AK	131.5		19.30		2,537.95
Sr. Technician (AK) - Premium Time	24.0		28.95		694.80
Sr. Technician RLH	8.0		18.30		146.40
Sr. Technician (RLH) - Premium Time			27.45		0.00
Sr. Technician HH	11.0		20.00		220.00
Sr. Technician (HH) - Premium Time			30.00		0.00
Sr. Technician DCC	16.0		17.80		284.80
Sr. Technician (DCC) - Premium Time	8.5		26.70		226.95
TOTAL LABOR:	Total Hours		Total Labor		\$4,705.90
OVERHEAD:	\$4,705.90	X	150.00%		7,058.85
			Labor and Overhead Subtotal		\$11,764.75
DIRECT EXPENSES:					
Field	Units		Unit Rate		
Nuclear Density - Moisture Meter	13		45		\$585.00
Field Maximum Density Equipment	9		30		270.00
Vehicle Charge, per day	25		20		500.00
Laboratory					
Comp Strength of Concrete Cylinders	87		19.5		1,696.50
			Total Direct Expenses		\$3,051.50
FIXED FEE:					
(Total Labor + Overhead) x Fixed Fee %	\$11,764.75	X	11%		\$1,294.12
			TOTAL NOT TO EXCEED COST		\$16,110.37

EXHIBIT A-7

Hamlin Road from Crooks Road to East of Livernois Road
 City of Rochester Hills
 Construction Engineering

FEE SUMMARY

	Direct Labor	Overhead	Direct Expenses** (Sub Cost)	Fixed Fee	Facilities Cost of Capital	Amount
Agreement	\$272,313.50	\$457,486.68	\$163,659.17	\$93,986.02	\$12,335.80	\$999,781.17
Amendment #1	19,364.27	32,919.26	14,816.25	7,045.31	850.09	74,995.18
Grand Total	\$291,677.77	\$490,405.94	\$178,475.42	\$101,031.33	\$13,185.89	\$1,074,776.35

** Amount does not include Subconsultant fixed fee amount as it is included in Fixed Fee column.