

## AMENDMENT TO CONTRACT

This Amendment, Number 2, to the CONTRACT, dated March 20, 2015 (the Contract) and amended December 14, 2015, between City of Appleton (Client) and OMNNI Associates, Inc. (Consultant) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

1. Consultant shall perform the following Services:
  - a. Evaluate Option 4 which will reduce Kwik Trip entrance to right-in/right-out, close Van Zeeland's driveway and create a new shared driveway near the lot line between Van Zeeland and Kwik Trip. The design will allow ¾ access.
    - i. Safety impacts
    - ii. Capacity impacts
    - iii. Right of way impact
    - iv. Cost
  - b. Evaluate Option 5 which will allow ¾ access to the Kwik Trip entrance (Option 3) but also include a left turn "slip lane" into Van Zeeland's at a relocated driveway at the east property line.
    - i. Safety impacts
    - ii. Capacity impacts
    - iii. Right of way impact
    - iv. Cost
  - c. Evaluate Option 6 which will include a roundabout at the school entrance/Kwik Trip development access.
    - i. Safety impacts
    - ii. Capacity impacts
    - iii. Right of way impact
    - iv. Cost
  - d. Prepare exhibits and attend 3 additional meetings
    - i. Design review meeting
    - ii. Public information meeting
    - iii. Municipal Service Committee meeting
  - e. Complete the additional design modeling, paving grades, alignments, profiles and plan sheet development for the selected option.
2. In conjunction with the performance of the foregoing Services, Consultant shall provide the following submittals/deliverables (Documents) to Client:
  - a. Exhibits/drawings showing the additional options.
  - b. Final plans for the selected option.
3. Consultant shall perform the Services and deliver the related Documents (if any) according to the following schedule:
  - a. Drawings for the public information meeting by January 21, 2016.
  - b. Draft right of way plat 6 weeks after an option is selected.
  - c. Final right of way plat 2 weeks after comments are received on the draft plat.
  - d. Final design and specifications 3 months after an option is selected
  - e. Permit application submitted 3 months after an option is selected.
4. In return for the performance of the foregoing obligations, Client shall pay to Consultant on a time and material basis as follows:

- a. Amendment 2 not to exceed \$ 24,000.00.
- b. Total contract not to exceed \$170,490.60

5. Except to the extent modified herein, all terms and conditions of the Contract shall continue in full force and effect.

OMNNI Associates, Inc, Consultant:

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phillip T. Roberts, Engineering Services  
Manager

City of Appleton, Client:

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Timothy M. Hanna, Mayor

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Kami Scofield, City Clerk

Provision has been made to pay the liability  
that will accrue under this amendment.

Approved as to form:

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Anthony D. Saucerman, Finance Director

James P. Walsh, City Attorney