

AMENDMENT NUMBER TWO TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WASHTENAW ENGINEERING COMPANY
AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 ("City") and Washtenaw Engineering Company, a Michigan corporation, having its offices at 3250 West Liberty Road, Ann Arbor, Michigan 48106 ("Consultant") agree to amend the professional services agreement for the project Maple Road and Miller Road Transmission Water Main, File # 2004-041, executed by the parties dated September 13, 2004 as follows:

- 1) Article III, SERVICES, Section A, is amended to read as follows:
 - A. The Consultant agrees to provide professional engineering services ("Services") in connection with the Project as described in Exhibit A (Amended 4/3/2007) and Exhibit A1 (Amended 4/7/08). 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 CONSULTANT, Section A, is amended to read as follows
 - A. The Consultant shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B (Amended 4/3/2007) and Exhibit B1 (Amended 4/7/2008) for acceptable work performed and acceptable Deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$ 325,640.00. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed on September 13, 2004, 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 April 7, 2008.

For Consultant

By Debbie Moore
Debbie Moore
Washtenaw Engr. Co.

For City of Ann Arbor

By _____
Roger W. Fraser, City Administrator

By _____
Sue F. McCormick, Public Services Area
Administrator

By _____
Homayoon Pirooz, P.E., Project
Management Manager

**Exhibit A1
(Amended 4/7/2008)**

**SCOPE OF SERVICES
PLANNING PHASE WORK PLAN FOR THE ADDITION
TASK BREAKDOWN**

PROJECT DESIGN AND BID DOCUMENTS PREPARATION FOR STORM SEWER

Task 4 - Preparation of Preliminary Drawings and Specifications

- Task 4-1 Based on the information determined from the field work and soils investigation provided to us by the City of Ann Arbor, WECO will prepare preliminary drawings that include the plan and profile of the proposed storm sewer sized per design slope to accommodate all the anticipated flows. The storm sewer shall include manholes where needed, a first flush structure, as approved by the City, and an outlet structure that can accommodate the flows and protect the pond banks. All storm sewer calculations will be included on the drawing and the hydraulic grade line shown. These drawings will be prepared with a horizontal scale of 1 inch = 40 feet and a vertical scale of 1 inch = 4 feet. The preliminary drawings will be submitted to the City for review and comment. The drawing set will be included with the Miller/Maple transmission water main and shall include, plan and profile sheets, detail sheet(s), and project construction sequencing and traffic control sheets. Preparation of additional easement drawings across the school property as needed. This storm sewer will be considered a separate phase to the water main project and will have separate quantities.
- Task 4-2 Based on the City's standards, WECO will prepare a complete set of draft specifications for the construction and bidding of the project. The draft specifications will be submitted to the City and Washtenaw County Drain Commissioner (WCDC) for review and comment.
- Task 4-3 Upon the completion of the City's review of the preliminary drawings and specifications, WECO will attend a meeting with the City's representatives to answer questions and provide clarifications of the preliminary drawings and specifications. WECO will document in writing the items discussed in the meeting. WECO will attend all public meetings along with the City of Ann Arbor and the Ann Arbor Public Schools.

Task 5 – Preparation of Final Construction Documents

- Task 5-1 Based on the review comments received from the City and MDEQ from their review of the preliminary drawings and specifications, WECO will prepare final drawings and specifications. The final drawings and specifications will be prepared in accordance with the requirements of the City and will include all necessary information for the construction of the project.

The final drawings and specifications will be submitted to the City for review and comment.

- Task 5-2 Based on any final review comments received from the City, WECO will revise the final drawings and specifications as required and submit them to the City. The submittal will include a complete set of reproducible Contract Documents (drawings and specifications). The text information will be provided in Microsoft Word, and the drawing information will be provided in AutoCAD Version 2000, with both electronic files to be provided on a CD-Rom.
- Task 5-3 WECO shall prepare and submit to the City, a construction cost estimate for the work of this project. The information will be provided in a Microsoft Excel spreadsheet on a CD-Rom. Prepare and apply for WDCD permit.
- Task 5-4 WECO will assist the City in the answering of bidder's questions and the preparation of any addenda if required during the advertisement and bidding process.
- Task 5-5 WECO will review the bid tabulations and assist the City with the recommendations of the contractor.

CONSTRUCTION ENGINEERING AND CONSTRUCTION STAKING

Task 6 Water Main Construction Engineering & Staking

- Task 6-1 WECO shall provide Construction Engineering services for the Maple Road and Miller Road Transmission Water Main project.

The Engineer will be responsible for providing construction engineering services on a part-time basis. This will include: shop drawing processing, material approval, review material testing reports, review payrolls as needed, review contractor work to conform with drawings, advise on problems/discrepancies which arise during construction, help in resolving problems with the public, and provide copies of all correspondence to the City. Engineer shall also attend all public meetings, pre-construction meeting and progress meetings.

- Task 6-2 WECO will provide Construction Staking services including office work for staking layout and cut sheet preparation.

- Task 6-3 WECO will provide Construction Observation, as needed, to supplement City forces.

Task 7 Storm Sewer Construction Engineering & Staking

- Task 7-1 WECO shall provide Construction Engineering services for the Maple Road and Miller Road Transmission Storm Sewer project including Detention Pond, Conduits and Miller Road Reconstruction.

The Engineer will be responsible for providing construction engineering services on a part-time basis. This will include: shop drawing processing, material approval, review material testing reports, review payrolls as needed, review contractor work to conform with drawings, advise on problems/discrepancies which arise during construction, help in resolving problems with the public, and provide copies of all

correspondence to the City. Engineer shall also attend all public meetings, pre-construction meeting and progress meetings.

Task 7-2 WECO will provide Construction Staking services including office work for staking layout and cut sheet preparation.

Task 7-3 WECO will provide Construction Observation, as needed, to supplement City forces.

Task 8 Force Main Construction Engineering & Staking

Task 8-1 WECO shall provide Construction Engineering services for the Maple Road and Miller Road Transmission Force Main project including electric duct bank.

The Engineer will be responsible for providing construction engineering services on a part-time basis. This will include: shop drawing processing, material approval, review material testing reports, review payrolls as needed, review contractor work to conform with drawings, advise on problems/discrepancies which arise during construction, help in resolving problems with the public, and provide copies of all correspondence to the City. Engineer shall also attend all public meetings, pre-construction meeting and progress meetings.

Task 8-2 WECO will provide Construction Staking services including office work for staking layout and cut sheet preparation.

Task 8-3 WECO will provide Construction Observation, as needed, to supplement City forces.

PROJECT SCHEDULE

<u>PROJECT TASKS</u>		<u>TIME</u>	<u>SUBMITTAL/ COMPLETION WEEK</u>
<u>TASK 4 – PREPARATION OF PRELIMINARY DRAWINGS AND SPECIFICATIONS</u>			
Task 4-1	Preliminary Drawings Preparation and Easement Drawings	5 Days*	2
Task 4-2	Draft Specifications Preparation	1 Days	2
Task 4-3	Preliminary Drawings and Draft Specifications Review Meeting with City	1 Day	2

**Note: Includes 2 weeks for City Review.*

TASK 5 – PREPARATION OF FINAL CONSTRUCTION DOCUMENTS

Task 5-1	Prepare Final Drawings and Specifications	2 Days*	4
Task 5-2	Revise Final Drawings	1 Day	4
Task 5-3	Submission of Final Drawings, Specifications and Cost Estimates	1 Day	4

**Note: Includes 2 weeks for City Review.*

TASK 6 - WATER MAIN CONSTRUCTION ENGINEERING & STAKING

Task 6-1 – Construction Engineering	12 weeks
Task 6-2 – Construction Staking	39 days
Task 6-3 – Construction Observation (as needed)	as needed

TASK 7 STORM SEWER CONSTRUCTION ENGINEERING & STAKING

Task 7-1 – Construction Engineering	14 weeks
Task 7-2 – Construction Staking	10 days
Task 7-3 – Construction Observation (as needed)	as needed

TASK 8 FORCE MAIN CONSTRUCTION ENGINEERING & STAKING

Task 8-1 – Construction Engineering	
Task 8-2 – Construction Staking	4 days
Task 8-3 – Construction Observation (as needed)	as needed

**Exhibit B1
(Amended 4/7/2008)**

FEE SCHEDULE

PROJECT DESIGN AND BID DOCUMENTS PREPARATION FOR STORM SEWER

TASK 4 - PREPARATION OF PRELIMINARY DRAWINGS AND SPECIFICATIONS

<u>Employee Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	3	\$158.00	\$474.00
Project Engineer	35	\$90.00	\$3,150.00
Sr. Surveyor	16	\$102.00	\$1,632.00
Cad/Design Draftsperson	20	\$71.00	\$1,420.00
Technician	1	\$33.00	\$33.00
Mileage and Materials			\$325.00
Total for Task 4			\$7,034.00

TASK 5 - PREPARATION OF FINAL CONSTRUCTION DOCUMENTS

<u>Employee Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	2	\$158.00	\$316.00
Project Engineer	25	\$90.00	\$2,250.00
Cad/Design Draftsperson	22	\$71.00	\$1,562.00
Technician	1	\$33.00	\$33.00
Mileage and Materials			\$325.00
Total for Task 5			\$4,486.00

**TOTAL FOR DESIGN AND
BID DOCUMENTS PREPARATION FOR STORM SEWER** **\$11,520.00**

CONSTRUCTION ENGINEERING & CONSTRUCTION STAKING
Estimated for Budget Purposes (Actual time and materials will be billed)

TASK 6 - WATER MAIN CONSTRUCTION ENGINEERING & STAKING

Task 6-1 Construction Engineering

Employee Classification	Hours	Rate	Amount
Project Engineer	240	\$90.00	\$21,600.00
Project Engineer (Overtime)	48	\$135.00	\$6,480.00
Mileage and Materials			\$500.00
Total for Task 6-1			\$28,580.00

Task 6-2 Construction Staking

Employee Classification	Hours	Rate	Amount
2 Man Crew	312	\$142.00	\$44,304.00
2 Man Crew (Overtime)	40	\$213.00	\$8,520.00
Sr Surveyor	41	\$102.00	\$4,182.00
CAD Designer	15	\$100.00	\$1,500.00
Mileage and Materials			\$5,000.00
Total for Task 6-2			\$63,506.00

Task 6-3 Construction Observation (as needed)

Employee Classification	Hours	Rate	Amount
Inspector		\$74.00	
Inspector (overtime)		\$111.00	

TASK 7 STORM SEWER CONSTRUCTION ENGINEERING & STAKING

Task 7-1 Construction Engineering

Employee Classification	Hours	Rate	Amount
Project Engineer	280	\$90.00	\$25,200.00
Project Engineer (Overtime)	56	\$135.00	\$7,560.00
Mileage and Materials			\$500.00
Total for Task 5-1			\$33,260.00

Task 7-2 Construction Staking

Employee Classification	Hours	Rate	Amount
2 Man Crew	80	\$142.00	\$11,360.00
2 Man Crew (Overtime)	13	\$213.00	\$2,769.00
Sr Surveyor	5	\$102.00	\$510.00
CAD Designer	5	\$100.00	\$500.00
Mileage and Materials			\$4,000.00
Total for Task 7-2			\$19,139.00

Task 7-3 Construction Observation (as needed)

Employee Classification	Hours	Rate	Amount
Inspector		\$74.00	
Inspector (overtime)		\$111.00	

TASK 8 FORCE MAIN CONSTRUCTION ENGINEERING & STAKING

Task 8-1 Construction Engineering

Employee Classification	Hours	Rate	Amount
Project Engineer	16	\$90.00	\$1,440.00
Mileage and Materials			\$25.00
Total for Task 8-1			\$1,465.00

Task 8-2 Construction Staking

Employee Classification	Hours	Rate	Amount
2 Man Crew	32	\$142.00	\$4,544.00
Sr Surveyor	5	\$102.00	\$510.00
CAD Designer	5	\$100.00	\$500.00
Mileage and Materials			\$500.00
Total for Task 8-2			\$6,054.00

Task 8-3 Construction Observation (as needed)

Employee Classification	Hours	Rate	Amount
Inspector		\$74.00	
Inspector (overtime)		\$111.00	

TOTAL ESTIMATED FEE FOR CONSTRUCTION ENGINEERING
AND CONSTRUCTION STAKING

\$152,004.00

TOTAL FOR TASKS 4 – 8

\$ 163,524.00