

AMENDMENT NUMBER II TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
PARSONS-BRINCKERHOFF MICHIGAN, INC.
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 Parsons-Brinckerhoff Michigan, Inc., having its offices at 6015 West St. Joseph, Suite 101, Lansing, Michigan 48917 ("Consultant") agree to amend the professional services agreement for the Broadway Bridges Reconstruction Project executed by the parties dated September 17, 2002 as follows:

- 1) Article III, Sub-paragraph A, is amended to read as follows:

The Consultant agrees to provide additional professional engineering services ("Services") in connection with the Project as described in the attached Exhibit "G". All services originally required to be performed that were included as part of the original Professional Services Agreement between the City of Ann Arbor and Parsons-Brinckerhoff Michigan dated September 17, 2002 are to apply to this amendment and are understood to be included with this amendment as though expressly rewritten, incorporated, and included herein. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by 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, Sub-paragraph A, is amended to read as follows

The Consultant shall be paid on the basis of time spent and materials used at the rates and prices specified in the attached Exhibit "H". The total fee to be paid the Consultant for the Services shall not exceed \$4,018,347.64. The fees to be paid, and the hourly and unit rates therefor, for the services originally required to be performed that were included as part of the original Professional Services Agreement between the City of Ann Arbor and Parsons-Brinckerhoff Michigan dated September 17, 2002, are to apply to

this amendment and are understood to be included with this amendment as though expressly rewritten, incorporated, and included herein. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and as approved by the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed September 17, 2002, 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 _____, 200__.

For Consultant

By _____
Margaret L. Lauer, P.E.
Assistant Vice-president.

For City of Ann Arbor

By _____
John Heiftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

Stephen K. Postema, City Attorney

Approved as to substance

Roger W. Fraser, City Administrator

Sue F. McCormick, Public Services Area
Administrator

EXHIBIT "G"

SCOPE OF SERVICES

The CONSULTANT shall perform the needed pre-construction, construction, and post-construction services associated with the replacement and remedial work of the pre-cast column replacement for the project.

The CONSULTANT shall attend the needed pre-construction, construction, and post-construction meetings; prepare all needed details associated with the work; respond to all Contractor requests for additional information; prepare all needed work orders to properly perform the needed construction; review and approval shop drawings; visit and inspect the fabrication facilities; perform on-site inspection of all work including; but not limited to; preparing photographic logs of the column removal and replacement operations; preparation of IDR's that detail all elements of the work performed and document the specific number of personnel involved in the work and equipment and materials used; and other such documentation techniques as may be necessary such that the CITY can accurately and thoroughly represent its position in subsequent MDOT claim meetings should they be held; review and analyze all force account records; maintain accurate project records and a filing system that meets all applicable MDOT requirements; prepare any needed pay estimates associate with the work.

It is understood by both parties that the estimate of time needed to complete the work of this amendment is based upon the assumptions made by the CONSULTANT and is attached herewith. Should the work not progress according to these assumptions, the CONSULTANT reserves the right to request additional compensation for their services.

Broadway Bridges Reconstruction Project

Explanation of Scope/Estimate of Hours for PB

Parsons Brinkerhoff Michigan, Inc. proposes the following engineering services associated with the replacement of 22 architectural columns and the repair of 79 others. It is assumed that this work will take place in 2007 and/or in Spring 2008. An estimate of hours for each phase of work and task follows. This is an estimate of hours only. Final determination of hours required of PB will rely heavily on the contractor's schedule, work items, and progression of work associated with their replacement/repair operations. PB reserves the right to seek additional compensation for our costs based on the actual hours required of PB to oversee the contractor's architectural column replacement/repair work and any associated work.

Phase 1: Pre-Construction Services

- Dave Wilson, Project Manager: 8 hours
 - Bob Lindstrom, Project Engineer
 - Prepare repair details and write work order(s) 80 hours
 - Letters/meetings 80 hours
- Total 168 hours

Phase 2: Construction Services

- Dave Wilson, Project Manager 6 hours
 - Bob Lindstrom, Project Engineer
 - Shop drawing review 16 hours
 - Visits to the fabrication facility
 - 3 @ 8 hours each 24 hours
 - On-site Construction
 - 4 weeks @ 5 days/week x 5 hrs/day 100 hours
 - Inspector, (TBD)
 - 4 weeks @ 5 days/week x 10 hrs/day 200 hours
 - 2 Saturdays @ 8 hrs/day 16 hours
 - Overtime 56 hours
 - Lisa Cook, Office Tech 24 hours
 - Jamie Fossitt, Office Engineer 16 hours
- Total 458 hours

Phase 3: Post-Construction Services

Compile and Review Force Account Records

- Bob Lindstrom, Project Engineer 30 hours
- Jamie Fossitt, Office Engineer 40 hours
- Inspector, (TBD) 40 hours


Client Representation through MDOT Claim Process

- Dave Wilson, Project Manager 40 hours
 - Bob Lindstrom, Project Manager 76 hours
 - Jamie Fossitt, Office Engineer 8 hours
 - Inspector, (TBD) 12 hours
- Total 246 hours

Assumptions

- The on-site construction will take one month's time. This includes working on two Saturday's due to traffic restrictions (as previously mentioned, it is assumed that the work will take place in 2007 and/or in Spring 2008).
- The contractor will pursue a claim using all of the MDOT steps in the claim process including a Project Level meeting, TSC Level meeting, Region meeting and Central Office Review meeting.
- This cost proposal does not include costs if the claim goes to court.

EXHIBIT "H"

 DERIVATION OF COST PROPOSAL					
PARSONS BRINCKERHOFF MICHIGAN, INC. (PBM)					
PHASE 1 - PRE-CONSTRUCTION SERVICES (See last page for explanation of scope/estimated hours for this work)					
DIRECT LABOR		PB Michigan, Inc.			
Name		Person Hours	X	Hourly Rate	Labor Cost
Dave Wilson	(PM)	8		\$56.47	\$451.76
Bob Lindstrom	(PE)	160		\$51.88	\$8,300.80
Total Hours		<u>168</u>			<u>Total Labor</u>
					<u>\$8,752.56</u>
OVERHEAD					
	\$8,752.56		X	105.00%	<u>Total Overhead</u>
					<u>\$9,190.19</u>
FACILITY CAPITAL COST OF MONEY					
FCCOM					
	\$8,752.56		X	0.0333%	<u>Total FCCOM</u>
					<u>\$2.91</u>
FIXED FEE					
	\$17,942.75		X	11.00%	<u>Total Fixed Fee</u>
					<u>\$1,973.70</u>
TOTAL COST THIS PHASE					<u>\$19,919.36</u>
PM - Project Manager; PE - Project Engineer; OE - Office Engineer; IN - Inspector; OT - Office Technician; AD - Administrative Assistant					

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DERIVATION OF COST PROPOSAL

PARSONS BRINCKERHOFF MICHIGAN, INC. (PBM)

PHASE 2 - CONSTRUCTION SERVICES (See last page for explanation of scope/estimate of hours for this work)

DIRECT LABOR		PB Michigan, Inc.				
<u>Name</u>		<u>Person Hours</u>	X	<u>Hourly Rate</u>		<u>Labor Cost</u>
Dave Wilson	(PM)	6		\$56.47		\$338.82
Bob Lindstrom	(PE)	140		\$51.88		\$7,263.20
Inspector (TBD)	(IN)	216		\$30.00		\$6,480.00
(Premium OT)		56		\$15.00		\$840.00
Lisa Cook	(OT)	24		\$27.04		\$648.96
Jamie Fossitt	(OE)	16		\$35.50		\$568.00
PBCS Total Hours		<u>458</u>			Total Labor	<u>\$16,138.98</u>

OVERHEAD						
\$16,138.98		X	105.00%		Total Overhead	<u>\$16,945.93</u>

DIRECT EXPENSES						
(Items listed are at Actual Cost - No Mark Up)		<u>Quantity</u>		<u>Unit Rate</u>		
Vehicles (A)		2 Months		@ \$1,000.00		\$2,000.00
Computers (B)		2 Months		@ \$85.00		\$170.00
Miscellaneous Supplies (C)		5,000.00 Dollars		@ \$1.00		\$5,000.00
Pre-Cast Plant Inspection (PSI) (D)		4,311.00 Dollars		@ \$1.00		\$4,311.00
Concrete Observation & Testing (PSI)		13,494.00 Dollars		@ \$1.00		\$13,494.00
Equipment & Transportation (PSI)		750.00 Dollars		@ \$1.00		\$750.00
Wiss, Janney, Elstner Associates, Inc (E)		45,400.00 Dollars		@ \$1.00		\$45,400.00
				Total Direct Expenses		<u>\$71,125.00</u>

FACILITY CAPITAL COST OF MONEY

FCCOM						
\$16,138.98		X	0.0333%		Total FCCOM	<u>\$5.37</u>

FIXED FEE						
\$33,084.91		X	11.00%		Total Fixed Fee	<u>\$3,639.34</u>

TOTAL COST THIS PHASE **\$107,854.62**

PM - Project Manager; PE - Project Engineer; OE - Office Engineer; IN - Inspector; OT - Office Technician; AD - Administrative Assistant

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DERIVATION OF COST PROPOSAL

PARSONS BRINCKERHOFF MICHIGAN, INC. (PBM)

EXPLANATIONS OF ITEMS IN PARENTHESIS FROM PAGE 3

- A) Includes vehicle expenses for 2 months at \$1,000.00/month. The unit price includes the lease, gasoline, oil changes, maintenance, repairs, etc. In accordance with PB corporate policy, this item is not included in PB's audited overhead rate. PB expenses indicated for Phase 2 may be incurred during other phases of the project.
- (B) Includes laptop computer expenses for 2 months at \$85/month. The unit price includes the operating software, but does not include costs for FieldManager/Field Book. In accordance with PB corporate policy, this item is not included in PB's audited overhead rate. PB expenses indicated for Phase 2 may be incurred during other phases of the project.
- (C) Includes field supplies/equipment, small tools, and/or testing equipment needed to carry out the work such as paint, rulers, steel and cloth measuring tapes, mauls, lath, etc. In accordance with PB corporate policy, this item is not included in PB's audited overhead rate.
- (D) Please refer to the following page for a breakdown of estimated fees and notes for PSI in performance of their phase 2 work.
- (E) Includes \$3,200.00 in additional freeze/thaw testing asked to be performed in January 2007. Includes the following items associated with scope of work for phase 2: Site Visits: two site visits to monitor the removal of additional columns/additional site observations during process (2 site visits at 2 days/visit); Laboratory Investigations: includes three samples examined petrographically in accordance with ASTM C956 and six samples tested for freeze/thaw durability; Administrative support: Includes administrative support for the work described above and for any claims process (travel in three separate trips are included for administrative portion).



DERIVATION OF COST PROPOSAL

PARSONS BRINCKERHOFF MICHIGAN, INC. (PBM)

PHASE 3 - POST-CONSTRUCTION SERVICES (See last page for explanation of scope/estimate of hours for this work)

DIRECT LABOR		PB Michigan, Inc.				
Name		Person Hours	X	Hourly Rate		Labor Cost
Dave Wilson	(PM)	40		\$56.47		\$2,258.80
Bob Lindstrom	(PE)	106		\$51.88		\$5,499.28
Jamie Fossitt	(OE)	48		\$35.50		\$1,704.00
Inspector (TBD)	(IN)	52		\$30.00		\$1,560.00
PBCS Total Hours		<u>246</u>			Total Labor	<u>\$11,022.08</u>
OVERHEAD-Field Staff						
	\$11,022.08		X	105.00%	Total Overhead	<u>\$11,573.18</u>
FACILITY CAPITAL COST OF MONEY						
FCCOM-Field Staff						
	\$11,022.08		X	0.0333%	Total FCCOM	<u>\$3.67</u>
FIXED FEE-Field Staff						
	\$22,595.26		X	11.00%	Total Fixed Fee	<u>\$2,485.48</u>
TOTAL COST THIS PHASE						<u>\$25,084.41</u>
TOTAL COST THIS SERVICE						<u>\$152,858.40</u>

PM - Project Manager; PE - Project Engineer; OE - Office Engineer; IN - Inspector; OT - Office Technician; AD - Administrative Assistant

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Pre-Cast Column Concrete Testing – Broadway Bridges
PSI Proposal

ESTIMATED SCOPE OF SERVICES AND FEES
FOR CONSTRUCTION MATERIALS TESTING & OBSERVATION
Broadway Bridge – Ann Arbor, Michigan

	Unit	Unit Rate	Estimated Quantity	Estimated Amount	
A Pre-Cast Plant Inspection					
1	Sr. Engineering Technician To Perform Plant Monitoring – Regular Hours	Per Hour	\$50.00	40	\$2,000.00
2	Sr. Engineering Technician Over Time	Per Hour	\$75.00	10	\$750.00
3	Engineering Services & Project Management	Per Hour	\$105.00	7	\$735.00
4	Laboratory Services For Concrete & Soils Observation				
	Compressive Strength of Test Cylinders	Each	\$14.00	40	\$560.00
5	Secretarial Charge For Report Preparation	Each	\$38.00	7	\$266.00
			Sub Total A		\$4,311.00
B Concrete Observation and Testing					
1	Engineering Technician to Perform Field Observation of Concrete	Per Hour	\$40.00	160	\$6,400.00
2	Engineering Technician Over Time	Per Hour	\$60.00	20	\$1,200.00
2	Engineering Services & Project Management	Per Hour	\$105.00	30	\$3,150.00
3	Laboratory Services For Concrete & Soils Observation				
	Compressive Strength of Test Cylinders	Each	\$14.00	120	\$1,680.00
4	Secretarial Charge For Report Preparation	Each	\$38.00	28	\$1,064.00
			Sub Total B		\$13,494.00
C Equipment & Transportation					
1	Trip Charge	Per Trip	\$30.00	25	\$750.00
			Sub Total F		\$750.00
			Estimated Total (A, B & F)		\$18,555.00

Notes:

- The estimate is based on the information provided to PSI. It is our understanding that there will be 20 days of field testing of concrete and we estimated 5 days of pre-cast plant inspection.
- It is our understanding that the pre-cast plant is in SE Michigan. If the plant is outside this area, a mileage charge of \$0.65 per mile will be charged in lieu of the per trip charge.
- All rates are billed on a portal to portal basis
- Transportation and per diem will be charged at the applicable rate for travel outside the project area
- Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.4 times the applicable hourly rate.
- A minimum charge of 4 hours applies to concrete, soils, and steel field testing and observation services.
- Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 3 hour charge.
- 24-hour notice is required for all scheduling. PSI will try to provide a technician when scheduled the same day, but cannot guarantee that a technician will be available.
- For all PSI services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports. Concrete compression testing will be charged 0.2 hour of review time for a set of cylinders.
- The minimum billing increment for time is a half hour.
- Services and fees not listed on this proposal may be quoted on request.

