

**AMENDMENT NUMBER I TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
FISHBECK, THOMPSON, CARR & HUBER, INCORPORATED
AND
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Fishbeck, Thompson, Carr & Huber, Incorporated, having its offices at 39500 Mackenzie Drive, Suite 100, Novi, Michigan 48377 ("Contractor") agree to amend the professional services agreement for the project Nichols Arboretum Sewer and Siphon Rehabilitation executed by the parties dated June 30, 2016 as follows:

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

The Consultant agrees to provide professional engineering services ("Services") in connection with the Project as described in Exhibits A and D. 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, Sub-paragraph A, is amended to read as follows:

For the Services described in Exhibits A and D, the Consultant shall be paid in the manner set forth in Exhibits B and E. The total fee to be paid the Consultant for all Services shall not exceed \$169,414.44. 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 June 30, 2016, 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 _____, 2016.

For Contractor

By _____
Stephen C. Nichols, P.E.

Its: Senior Vice-president

Approved as to form and content

Stephen K. Postema, City Attorney

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazurus, City Administrator

Craig A. Hupy, P.E.
Public Services Area Administrator

EXHIBIT “D” SCOPE OF WORK

The following additional services shall be provided by Fishbeck, Thompson, Carr, and Huber, Inc. (“Consultant”) in conjunction with the delivery of the Nichols Arboretum Sewer and Siphon Rehabilitation Project.

The Consultant shall perform all needed project tasks in conformance with the requirements of the City of Ann Arbor, University of Michigan, and the Michigan Department of Environmental Quality.

Phase I – Additional Services to be provided

The following are the additional tasks to be performed by the Consultant in addition to the tasks that are to be performed as detailed in Exhibit “A” of the original professional services agreement for this project:

1. Survey of a portion of the site located immediately downstream of MH 71-69895 in order to locate route staking installed by the City of Ann Arbor Project Management Services Unit staff. The survey is to include obtaining sufficient points to detail the location of an access route leading to the subject manhole; provide a drawing with 1’ contour intervals; locate all trees over 6” in diameter at breast height (DBH); and, obtain any other relevant points in order to portray the site accurately on the contract plan sheets.
2. Detail and design an aggregate access path and maintenance pad leading to MH 71-69895. The design shall include all necessary elements in order to complete the work in accordance with City of Ann Arbor Standards. The task shall also include the needed coordination activities for this work with representatives of the University of Michigan. The work shall include obtaining the necessary spot elevations to establish the maintenance pad, provide 1’ contour intervals of the grading needed to construct the access path, determining the necessary tree removals, developing and depicting on the plan sheets the needed soil erosion and sedimentation control measures, creating all needed details of the work, preparing any needed Detailed Specifications in order to completely and properly specify the work, and determining and including in the contract documents all quantities associated with the work.
3. Design and detail new chamber roof slabs for MHs 71-69895 and 71-70049 including access hatches. The structural design of MH 71-69895 shall be designed to accommodate HS-20 loading. The structural design of MH 71-70049 shall be designed to a standard live loading condition since the topography of the site prevents a vehicle from driving on the roof slab. The design shall include specifying single leaf hatches for both manholes, the needed details for removing the existing slabs, new connection details, reinforcing steel layouts, specification of appropriate materials, estimated construction quantities, and all other needed information to properly complete the work in accordance with City of Ann Arbor Standards.

4. The Consultant shall review existing easement descriptions provided to it by the City of Ann Arbor. The Consultant shall provide additional information including sketches, opinions as to the location of said easement descriptions, and other relevant information with regard to existing easement descriptions provided to them by the City of Ann Arbor. This work is necessary in order to assist the City with its preparation of the Access Agreement between the City of Ann Arbor and the University of Michigan for the project and to better understand the location of the historic easement documents.
5. The Consultant shall prepare Exhibit Drawings as requested by the City of Ann Arbor to support the preparation of the Access Agreement between the City of Ann Arbor and the University of Michigan for the project. The drawings shall be prepared to the scale(s) as requested by the City.
6. The Consultant shall attend four additional meetings with the University of Michigan, potential bidders, contractors who are experts in the work to be undertaken in order to ensure the project is constructable as presented in the contract documents, and various City Staff members in order to coordinate the work of the project with all affected parties.

Schedule

The Consultant shall perform the work in accordance with the schedule shown elsewhere in this professional services agreement. The City desires to have Phase I construction started by December 2016 as shown in the schedule.

**Exhibit E
Compensation Schedule**

City of Ann Arbor

Nichols Arboretum Sewer and Siphon Rehabilitation - Phase I

Description of Work			Staff Classification & Average Billing Rate															Equipment	Total Hours	Total Costs				
			Project Manager	Asst Project Manager	Sr. Engineer	Engineer	GIS Specialist	Cad Technician	Sr. Structural Engineer	Sr. Structural Engineer	Structural Engineer	Traffic Engineer	Env. Scientist	Survey Specialist	Surveyor	Survey Technician	Civil Technician				Civil Technician	Production Support		
			MES	CEW	JS5/EMS	KRO	CDA	CHP	VDG	DJV	KMB	KP	EHT	MLN	CSV	MAM						NAC		
Scope Task																								
A	1,2,3	Develop Base Drawings (topo, natural features, utilities, etc.)	4		4	10	10	24											4	\$2,000.00	216	\$22,182.50		
B.1	4.a	Wetland Delineation - Phase I	1			2													2	\$250.00	20	\$2,295.95		
B.2	4.b	Wetland Delineation - Phase II	1			4													4	\$150.00	24	\$2,506.79		
C	5	Maintenance of Traffic Plan	1	4		4		16													41	\$4,157.79		
D	6	Natural Feature Protection Plan	4	4	10	12													8		78	\$8,446.94		
E	7	SESC Plan	2		4	8		12													26	\$2,502.78		
F	8,9,10,11	Flow Estimation & Bypass Pumping Plan	6	4	12	24		6	2		2	2						8	8		74	\$7,978.22		
G	12	Manhole Inspection & Rehab Recommendations	2			12												16	16	\$250.00	46	\$4,219.10		
H	13	Chamber Cleaning & Inspection Plan & Specifications	4	2		12			4												22	\$2,857.32		
I	14, 15, 16	Sewer Lining Plan & Specifications	4			16															20	\$2,209.40		
J	17	Overflow Pipe Inspection Plan & Specifications	2			8			4												14	\$1,776.06		
K	18	Meet with Stakeholders (3 mtgs)	12	12		12														6	42	\$5,709.00		
L	19	Project Coordination with Stakeholders & other Agencies	20	32	20	24		10													10	116	\$15,289.94	
M	20	Prepare Joint Permit Application	6	4	8	20		10													6	54	\$5,759.56	
N	21, 22	Prepare Bid documents & Cost Estimate	8	6	32	40		10	8		6										40	150	\$15,400.72	
O	23	Research Lining Contractors	10			24																34	\$4,002.54	
P	24, 25	Bidding Assistance	16	4		20			4		4										4	52	\$6,705.40	
U	30	Meetings with City (4 mtgs)	16	16		16															8	56	\$7,612.00	
Sub-Total (Design/Bidding)			119	88	90	268	10	88	22	0	0	28	120	16	48	48	24	24	92	\$2,650.00	1,085	\$121,612.01		
Q	26	Construction Assistance	8	8		20			4		4										4	48	\$6,042.12	
R	27	Chamber Inspection (During lining)	8			16			16					8	8	16	16			\$250.00	88	\$9,679.92		
S	28	Phase II Report Recommendation	8	6	20	40			8												8	90	\$10,581.88	
T	29	Phase II Report Meetings (2 mtgs)	8	8		8			8													32	\$4,907.28	
Sub-Total (Construction)			32	22	20	84	0	0	36	0	0	4	0	0	8	8	16	16	12	\$250.00	258	\$31,211.20		
Original Total			151	110	110	352	10	88	58			32	120	16	56	56	40	40	104	\$2,900.00	1,343	\$152,823.21		
		Additional Meetings	3	3	7																	13	\$1,928.84	
		Survey and Design of Site Access		6	10			12					1	8	8							45	\$4,693.74	
		Structural Design of Chamber Roofs	4	2	10				1.5	36												54	\$6,990.63	
		Easement Descriptions			10							0.5	2									13	\$1,527.00	
		Access Agreement Exhibits			8			6														14	\$1,451.02	
Additional Tasks (Addendum #1)			7	11	45	0	0	18	0	1.5	36	0	0.5	3	8	8	0	0	0	\$0.00	138	\$16,591.23		
Revised Total			158	121	155	352	10	106	58	1.5	36	32	120.5	19	64	64	40	40	104	\$2,900.00	1,481	\$169,414.44		