

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 Huron Parkway Bridge Painting and Huron Parkway/Geddes Avenue Intersection Improvements Project executed by the parties dated April 17, 2007, and as amended by Amendment No. I, executed December 12, 2008, 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 "F". 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, Inc. dated April 17, 2007, and as amended by Amendment No. I, executed December 12, 2008, 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 "G" for the work of Amendment No. II. The total fee to be paid the Consultant for the Services shall not exceed \$596,354.17. 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 April 17, 2007,

and as amended by Amendment No. I, executed December 12, 2008, are to apply to the original work of the professional services agreement 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.

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 April 17, 2007, and as amended by Amendment No. I, executed December 12, 2008, 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 \_\_\_\_\_, 2009.

**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 "F"**

**HURON PARKWAY BRIDGE PAINTING AND  
HURON PARKWAY/GEDDES AVENUE INTERSECTION IMPROVEMENTS PROJECT  
(CS 81069 – JN 86104A)  
AMENDED SCOPE OF SERVICES  
FOR  
PROJECT MANAGEMENT AND CONSTRUCTION ENGINEERING SERVICES**

Article III, Services, Sub-paragraph "A" is amended to include the following services:

Prime Consultant: Parsons Brinckerhoff Michigan, Inc.

1. Perform additional construction engineering and inspection services associated with removing the longitudinal preformed neoprene compression seal and installing the multi-directional preformed neoprene seal. This work was required due to the failure of the neoprene compression seal. This work is detailed in the Consultant's submittal dated May 15, 2009 and is in the amount of \$24,876.03.
2. Retrofit Steel Claim: Initial construction engineering services required to dispute/resolve the Contractor's retrofit steel claim. This work is detailed in the Consultant's submittal dated May 15, 2009 and is in the amount of \$18,492.00.
3. Retrofit Steel Claim: Preparation for first MDOT Region Office Review Meeting; attend first Region Office Review Meeting. This work is detailed in the Consultant's submittal dated May 15, 2009 and is in the amount of \$13,590.30.
4. Retrofit Steel Claim: Respond to additional information requested by MDOT's Region Office; respond to additional information provided by Contractor. This work is detailed in the Consultant's submittal dated May 15, 2009 and is in the amount of \$8,013.20.
5. Retrofit Steel Claim: Preparation for second MDOT Region Office Review Meeting; respond to additional information requested by Region Office; respond to additional information provided by Contractor; attend second Region Office Review Meeting. This work is detailed in the Consultant's submittal dated May 15, 2009 and is in the amount of \$10,271.38.
6. Retrofit Steel Claim: Provide additional information to Region Office following second meeting; respond to additional information provided by Contractor. This work is detailed in the Consultant's submittal dated May 15, 2009 and is in the amount of \$8,806.78.
7. Retrofit Steel Claim<sup>\*\*</sup>: Preparation for MDOT Central Office Review Meeting; provide additional information requested by Central Office; respond to additional information provided by Contractor; attend Central Office Review Meeting. This work is detailed in the Consultant's submittal dated May 15, 2009 and is in the amount of \$7,266.30.
8. Other Claims<sup>\*\*</sup>: Respond to miscellaneous claims including, but not limited to, claims regarding the multi-directional preformed neoprene seal; bridge deck patch grinding; elastomeric concrete joint repair; and the removal of the temporary traffic signal poles, span wire and guy wires. This work is detailed in the Consultant's submittal dated May 15, 2009 and is in the amount of \$5,243.25.

It is understood that Tasks 7 and 8 as denoted with \*\* are not approved with this amendment, but may be added at a later date as contingency tasks. These tasks may be added to the agreement, and all amendments thereto, at a later date should the City request them to be performed. Should the Tasks 7 and 8 be requested by the City to be performed, the Consultant shall perform them for the rates as detailed in Exhibit "G."

**EXHIBIT "F"**

May 15, 2009

Amended by the City of Ann Arbor July 22, 2009

<p><b>DERIVATION OF COST PROPOSAL</b></p> <p><b>PRIME CONSULTANT (Parsons Brinckerhoff Michigan, Inc.)</b></p> <p><b>Out of Scope Services</b></p>
<p><b>Huron Parkway Bridge Painting and Huron Parkway/Geddes Avenue Intersection Improvements Project</b></p>

<b>DIRECT LABOR, Construction Services</b>					
<b>Name</b>	<b>Hours</b>		<b>Rate</b>		<b>Labor Cost</b>
Bob Lindstrom, PM/RE	687	x	\$53.44	=	\$36,713.28
Dave Wilson, Claims Assistance	55.5	x	\$58.46	=	\$3,244.53
Jamie Fossitt, Office Engineer	12	x	\$38.40	=	\$460.80
Mark Huff, Lead Technician	46.5	x	\$27.81	=	\$1,293.17
<b>Total Hours</b>	801			<b>Subtotal</b>	\$41,711.78
					\$0.00
<b>Total Direct Labor, Construction Services, Excluding Overtime Premium</b>					<b>\$41,711.78</b>
<b>OVERTIME PREMIUM, Construction Services</b>					
Mark Huff, Lead Technician	24	x	\$13.91	=	\$333.84
					<b>\$333.84</b>
<b>Total Direct Labor</b>					<b>\$42,045.62</b>
<b>OVERHEAD, Construction Services</b>					
(Total Labor Excluding OT Premium) x	107.8%		<b>Overhead, Construction Services</b>		<b>\$44,965.37</b>
NOTE: It is the policy of PB Michigan, Inc. to apply overhead to all labor except the overtime premium.					
<b>FACILITY CAPITAL COST OF MONEY</b>					
(Direct Labor)	0.00033	FCCOM		=	<b>\$13.76</b>
NOTE: FCCOM applies to all labor except premium OT.					
<b>FIXED FEE</b>					
(Total Labor, Excluding Overtime Premium + Total Overhead) x		11%	<b>Total Fixed Fee</b>		<b>\$9,534.49</b>
<b>PB Total</b>					<b>\$96,559.23</b>

The value of this amendment as approved by the City of Ann Arbor is \$84,049.68 (which is the value of Tasks 1 thru 6) as detailed in Exhibit "F". If requested by the City, Tasks 7 and 8 may be added at a later date and will be performed for the not to exceed value of \$7,266.30 and \$5,243.25 respectively.

The total amount of Amendment No. II currently being approved is \$84,049.68 as detailed herein.