

AMENDMENT NUMBER I TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WADE TRIM, 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 Wade Trim, Inc., a Michigan Corporation with its address at 25251 Northline Road, P.O. Box 10, Taylor, Michigan, 48180 agree to amend the professional services agreement for the Washtenaw Avenue Water Main Replacement Project executed by the parties dated July 30, 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 "E". 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 Wade Trim, Inc. dated July 30, 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 "F" for the work of Amendment No. 1. The total fee to be paid the Consultant for the Services of the original agreement and any amendments thereto, shall not exceed \$138,654.10. 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 Wade Trim, Inc. dated July 30, 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.

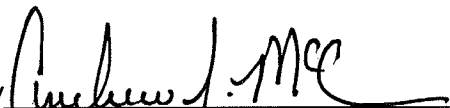
Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed July 30, 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 July 7th, 2009.

For Consultant


By 
Andrew J. McCune, P.E.
Senior Vice-President

For City of Ann Arbor

By 
John Heiftje, Mayor

By  for
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 E

SCOPE OF WORK

The following Services will be provided by the Consultant in conjunction with the construction and delivery of the Washtenaw Avenue Water Main Replacement Project.

Project Surveying: These tasks will include all survey layout and staking activities necessary for the Contractor's use in constructing the project as detailed on the plans and in the specifications.


The specific project surveying tasks include: check and verify horizontal and vertical control; monument right-of-way as required; stake centerline of all water main at maximum intervals of 50 feet and at all tees, horizontal and vertical bends, gate valves, and fire hydrants; stake centerline of all storm sewer at maximum intervals of 25 feet; stake drainage structure centerlines with dual offset stakes; stake centerline and limits of proposed bores with top of casing, top of pipe, or invert elevations, as needed; stake other miscellaneous structure locations and grades; establish curb and gutter locations and grades; stake/layout demolition and/or removal limits of all work that is to remain in place; stake clearing limits, erosion control device locations, driveway approaches, sidewalks, bike paths, sidewalk ramps, and miscellaneous sign locations; develop, check, and distribute cut sheets; maintain field notes in bound books and daily logs;

All construction staking will be performed in accordance with the current edition of the City of Ann Arbor Public Services Area Standard Specifications and as approved by the City. Necessary resources will be provided to stake out the project features more than one time due to the length of the project, weather conditions, and other related factors.

Miscellaneous Construction Assistance: These tasks will include any and all related services that CITY requests assistance from the CONSULTANT pursuant to the delivery of this project. These tasks may include, but not be limited to; design and/or re-design services associated with the water main or other aspects of the project; project management services; preparation of public notices, flyers, and water main shutdown notices; interfacing with other agencies such as MDOT, AATA, or others on project related matters; and other such tasks as required by the CITY in order to properly and successfully deliver the project.

EXHIBIT F

FEE SCHEDULE

		Exhibit F			Prepared by: EMH
Engineering-Landscape Architecture- Planning-GIS-Sciences-Surveying					Date: 6/4/2009
Project: Washtenaw Water Main Replacement					Approved: AJM
					Client: Ann Arbor
TASKS		Survey	Misc Const Assist	TOTALS	OTHER DIRECT COSTS
CLASSIFICATION	RATES	HOURS \$	HOURS \$	HOURS \$	
Eric Harris Project Manager	\$150.00		50	50	Direct Cost
		\$0.00	\$7,500.00	\$7,500.00	GPS Equipment \$1,400.00
Bill Fisher Project Engineer	\$95.00		25	25	Survey Equipment \$732.00
		\$0.00	\$2,375.00	\$2,375.00	Survey Van \$478.80
Chuck Holt Survey Manager	\$90.00	2		2	Travel \$679.00
		\$180.00	80.00	\$180.00	OCE Printer \$210.00
Lori Pawlik Traffic Engineer	\$95.00		10	10	
		\$0.00	\$950.00	\$950.00	
Jamison Brown Landscape Architect	\$135.00	0	10	10	
		\$0.00	\$1,350.00	\$1,350.00	
Robert Marker Specifications / Contract Documents	\$115.00		7	7	
		\$0.00	\$805.00	\$805.00	
Survey Crew Chief	\$95.00	122		122	
		\$11,590.00	90.00	\$11,590.00	
Survey Technician	\$55.00	122		122	Sub Total \$3,499.80
		\$6,710.00	10.00	\$6,710.00	
CADD Technician	\$95.00		60.63	60.63	OTHER DIRECT COSTS TOTAL \$3,499.80
		\$0.00	\$5,760.00	\$5,760.00	
Technician (Graphics)	\$60.00		10	10	
		\$0.00	\$600.00	\$600.00	
Technician (Administrative)	\$90.00		15	15	
		\$0.00	\$1,350.00	\$1,350.00	
Technician (Secretary)	\$60.00		15	15	TOTAL DIRECT LABOR \$40,070.00
		\$0.00	\$900.00	\$900.00	
TOTALS	HOURS \$	246	202.63	448.63	TOTAL COST \$43,569.80
		\$18,480.00	\$21,590.00	\$40,070.00	