

**CITY OF ANN ARBOR
AMENDMENT NUMBER 4 TO THE
PROFESSIONAL SERVICES
AGREEMENT BETWEEN
WADE TRIM ASSOCIATES INC
AND THE CITY OF ANN ARBOR FOR
PROVIDE ENGINEERING DESIGN SERVICES**

This Amendment Number 4 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and WADE TRIM ASSOCIATES INC, ("Contractor") for Professional Services Agreement (PSA) which is dated 8/25/2022 ("Agreement"). City and Contractor agree to amend the Agreement as follows:

1. Article V, Section A COMPENSATION OF CONSULTANT is amended to read as follows:

The Consultant shall be paid in the manner set forth in Exhibit B of Amendment No. 1 to this Agreement, Exhibit B-1 of Amendment No. 2, Exhibit B-2 of Amendment No. 3, and this Exhibit B-3 of Amendment No. 4.

Payment shall be made monthly, unless another payment term is specified in Exhibit B, B-1, and B-2, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all services performed during the term of this Agreement shall not exceed Nine Hundred Ninety Five Thousand Four Hundred Seventy Nine Dollars and Fifty Eight Cents (\$995,479.58).

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

2. The attached Exhibit B supersedes and replaces the previous Exhibit B.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

WADE TRIM ASSOCIATES INC

By: _____
Name: Christopher E. Wall
Title: Vice President
Date: _____

CITY OF ANN ARBOR

By: _____
Name: Milton Dohoney Jr.
Title: City Administrator
Date: _____

Approved as to substance:

By: _____
Name: Derek Delacourt
Title: Community Services Area
Administrator
Date: _____

Approved as to form:

By: _____
Name: Atleen Kaur
Title: City Attorney
Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

AMENDMENT #4 EXHIBIT B-3



Wade Trim Associates, Inc.
25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

January 10, 2025

City of Ann Arbor Parks, and Recreation Department
301 East Huron Street
Ann Arbor, MI 48104

Attention: Hillary Hanzel
Park Planner & Landscape Architect

Re: Gallup Park Vehicular & Pedestrian Bridge
Construction Assistance & Construction Engineering
Amendment #4

Dear Hillary:

Wade Trim has prepared this amendment to complete the Construction Engineering tasks on the Gallup Park Vehicular and Pedestrian Bridge Project. The primary reasons for the amendment are the additional effort associated with the extended construction duration of the project. This amendment is based on coordination with the City and the following scope of services:

Construction Engineering and Inspection:

Additional construction engineering and inspection services were required for the project due to the extended period of construction. Per the prior amendment, Wade Trim was asked to utilize and track the contingency budget and notify the City's Project Manager if and when additional effort was necessary to support our construction work. This was performed and additional budget was identified to complete our services through the substantial completion date originally scheduled for October 31, 2024. Construction administration support services continued through this timeframe to close-out the project, which was anticipated to be concluded by December 15, 2024. The close-out process is still on-going and anticipated to be completed within the next couple months.

The following table summarizes the requested budget amendment.

Summary of Construction Engineering and Inspection services is as follows:

No.	Task	Effort
1	Construction Phase Services (as of 01-03-2025)	\$51,033
2	Close-Out Remaining Project	\$11,895
3	Project Expenses	\$72
	<i>Sub-Total Construction Engineering & Inspection Effort</i>	<i>\$63,000</i>

Our total fee amendment for the CA & CEI services a **Not-to-Exceed Fee of \$63,000**. The original approved CA & CEI contract was \$591,352.54 bringing the construction phase services fee total to \$654,352.54. Wade Trim will track the budget and notify the City's Project Manager if additional effort is necessary to support construction services to complete the project and required project close-out.

We look forward to working with the City on this finalizing this wonderful bridge and to opening it up for public use of Gallup Park this year. If you have questions or require additional information, please contact us at 734.947.9700.

Very truly yours,

Wade Trim Associates, Inc.



Robert R. Breen, PE
Senior Project Manager



Christopher Wall, PE
Vice President

RRB:CW:efa
ANN2040-01T
[20250110_Hazel_CA_CEI Amend-Ltr.docx](#)

cc: Chris Brinks, Wade Trim

AA Parks and Recreation

Project Name:

Contract Location:

Rate Schedule:

Date:

Construction Schedule

Gallup Park Bridge Replacement

Gallup Park, Ann Arbor

Wade Trim - City of Ann Arbor Project Management Fee Schedule - REVISED

January 10, 2025

Close-Out Process - Early 2025



Wade Trim Project Number: ANN2040-01T

TRIM																				
TASK DESCRIPTION		Regular Hours per week	Overtime Hours per week	Estimated Task Duration (weeks)	Construction Engr		Lead Technician		Office Technician		Primary Inspector		Inspector OT		QA/QC Engineer		TOTAL HOURS		TOTAL FEE	
					Felipe Uribe		Brian Scherdt		Jennie Benford		Allyson Goff		Allyson Goff		Chris Brinks					
					PE IV		Construction Tech VI		Project Aid III		Construction Tech V		Construction Tech V		Senior Professional					
					Rate		Rate		Rate		Rate		OT	Rate		Rate				
					Hours	\$198.06	Hours	\$147.13	Hours	\$124.50	Hours	\$118.84	Hours	\$178.26	Hours	\$209.38				
Phase 2	Construction Phase Services (est effort as of 01-03-2025)																			
A	Project Management				-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
B	Office Technician				-	\$ -	-	\$ -	15	\$ 1,868	-	\$ -	-	\$ -	-	\$ -	15	\$ 1,867.50		
C	Construction Engineering				32	\$ 6,338	45	\$ 6,621	-	\$ -	-	\$ -	-	\$ -	14	\$ 2,931	91	\$ 15,890.09		
D	Construction Inspection	40	20	4	-	\$ -					160	\$ 19,014	80	\$ 14,261	-	\$ -	240	\$ 33,275.20		
Phase 3	Close-Out Remaining Project																			
A	Project Management				-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
B	Post Construction CEI				16	\$ 3,169	16	\$ 2,354	8	\$ 996	-	\$ -	-	\$ -	2	\$ 419	42	\$ 6,937.80		
C	Project Close-Out Activities				6	\$ 1,188	16	\$ 2,354	8	\$ 996		\$ -	-	\$ -	2	\$ 419	32	\$ 4,957.20		
Expenses	Project expenses																			
A	Misc Expenses																			
TOTAL SERVICES					54	\$ 10,695.24	77	\$ 11,329.01	31	\$ 3,859.50	160	\$ 19,014.40	80	\$ 14,260.80	18	\$ 3,768.84	420	\$ 63,000.00		