

**CITY OF ANN ARBOR
AMENDMENT NUMBER 1 TO THE
PROFESSIONAL SERVICES
AGREEMENT BETWEEN
FISHBECK THOMPSON CARR & HUBER INC
AND THE CITY OF ANN ARBOR FOR
PROJECT MANAGEMENT AND CONSTRUCTION ENGINEERING SERVICES FOR
THE EMCD BRIDGE PROJECT, RFP 22-77**

This Amendment Number 1 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and FISHBECK THOMPSON CARR & HUBER INC, ("Contractor") for Professional Services Agreement (PSA) which is dated 03-22-2023 ("Agreement"). City and Contractor agree to amend the Agreement as follows:

1. Article V. Compensation of Contractor is amended to read as follows:

The Contractor shall be paid in the manner set forth in Exhibit B2. Payment shall be made monthly, unless another payment term is specified in Exhibit B2, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

2. The attached Exhibit B2 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]

FISHBECK THOMPSON CARR & HUBER INC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ANN ARBOR

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: Sue McCormick

Title: Interim Public 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: _____

Professional Services Agreement Amendment 1

Between Fishbeck and The City of Ann Arbor (City)

Dated January 13, 2025

For Project Management and Construction Engineering Services for EMCD Bridge

Project No. 221935

The Scope/Budget for this project is modified as follows:

The scope for the construction administration of the project has increased due to the extension of the project schedule of bridge operations. The extended schedule is associated to delays related to procurement of new bridge beams, utility conflicts, and unforeseen railroad impacts that were outside of the control of the Fishbeck project team.

The original construction schedule for the open to traffic condition of completing the bridge was March 1, 2024, to December 1, 2024, consisting of 187 workings days of construction engineering oversight for this phase of the project. The current anticipated completion date for the bridge operations based on the delays incurred thus far is June 1, 2025. This is generating an additional 121 working days of construction engineering oversight related to the bridge delays.

The prolonged construction period has required a significant increase in the level of effort and resources from our team. These additional efforts were not accounted for in the original fee structure and represent services outside the scope of our initial agreement. The fee based on the Professional Services Agreement for RFP #22-77 for administering the project over the original construction schedule related to the bridge operations for the tasks of, Office Engineering, and Onsite Inspection was \$489,900. This equates to a daily rate of \$2,619.79 to provide these construction administration tasks. This figure does not include expenses, project closeout, material testing, and technical support tasks of the original agreement as these tasks have not been impacted by the extended duration of the construction phase of the project. The additional 121 days of construction administration at this daily rate to complete the bridge comprises a total additional fee of **\$316,994**.

Additional Scope of Services beyond additional time impacts has been incurred as follows:

1. SME was requested to provide the design engineer with as-is data of the existing beams after blast cleaning for structural analysis to aid in determination of necessary repairs. They performed a visual review of the beams for apparent pitting. Then used a pit gauge to measure the depth of noted pitting and a calibrated caliper to measure the thickness of the material on the top and bottom flanges. An ultrasonic testing scope with a straight beam transducer was utilized for measuring the web portions of the beams. They then mapped out areas that we have measured and include the observed dimensions for the design engineer to review for revised repair details to the beams.

SME was requested to perform random visual reviews and Magnetic Particle Testing (MT) of the cover plate to bottom flange welds on the existing steel beams. SME collected data was compared to the design criteria provided by DLZ. In conjunction with Fishbeck, SME provided the design engineer with requested NDT data for structural analysis and to aid in determination of necessary repairs or replacement.

SME was requested to perform 100% MT of beam repair areas after the existing welds were removed but before the new weld is applied. After the new welds were completed, they performed 100% MT of the repaired cover plate welds. SME shared findings with Cardinal Fabricating Quality Control and Fishbeck. In conjunction with Fishbeck, SME provided the design engineer with requested NDT data for structural analysis and to aid in determining acceptance of the repairs on the existing beams.

SME was requested to perform fabrication reviews of the new beam lines E-M Spans 1-3 including girders and diaphragms. The new beams were a change from the original plans based on condition of the existing beams. A fee of **\$36,254.55** was incurred for these additional services.

- 2. WSP was added as a subconsultant to the Fishbeck construction administration team to aid the team and the City through the Amtrak property agreement requirements with MDOT Office of Rail. The proposed work plan for this task includes preparation of a draft grade separation agreement for the East Medical Center Drive roadway structure over the MDOT Office of Rail-owned railroad corridor in Ann Arbor, Michigan, for the City under a Subconsultant Agreement with Fishbeck. The draft grade separation agreement will use previously approved MDOT grade separation agreements as templates and will comply with the Michigan Compiled Laws (MCL) Act 354 of 1993 section 462.319. There are assumed to be four (4) affected parties that will be required to accept, acknowledge in agreement, or exhibit the to be executed grade separation agreement; City of Ann Arbor, MDOT, Amtrak, and Norfolk Southern Railroad (NS). WSP will generate a draft grade separation agreement using MDOT Contract 2018-0507 or 2019-0083, as the template. A fee of **\$14,945.10** was incurred for these services.

Budget for above additional Scope of Services: Is not-to-exceed Three Hundred Sixty-Eight Thousand One Hundred Ninety Three and 00/77 Dollars (\$368,193.77).

All Terms and Conditions shall remain unchanged.

APPROVED FOR:

The City of Ann Arbor

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: Robert R. Welch, PE

TITLE: Vice President

DATE: January, 13 2025