

**AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
BERGMANN ASSOCIATES,
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 Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. having its offices at 7050 West Saginaw Highway, Suite 200, Lansing, MI ("Contractor") agree to amend the professional services agreement for the project Allen Creek Railroad Berm Opening Project executed by the parties dated January 3, 2017 ("Agreement") as follows:

- 1) Article III.A, SERVICES, is amended to read as follows:

The Contractor agrees to provide Professional Engineering Services ("Services") in connection with the Project as described in Exhibit A and Exhibit A1. 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 V.A, COMPENSATION OF CONTRACTOR is amended to read as follows:

The Contractor shall be paid in the manner set forth in Exhibit B and Exhibit B1. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

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.

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

For Bergmann Associates

By _____

Its:

Date: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content

Stephen K. Postema, City Attorney

Approved as to substance

Howard S. Lazarus, City Administrator

Craig Hupy, Service Area Administrator

EXHIBIT A1 SCOPE OF SERVICES

This document expands Exhibit A to include Task 27, as outlined below:

27) Additional Design Services - This task is comprised of several items that required additional effort than originally estimated as summarized below:

- The project was originally scheduled to have completed design by December 2017, however, several issues extended the project until the spring of 2019. These issues included coordination with local stakeholders (First Martin and DTE Energy) as well as with obtaining final approval of the FEMA grant for funding. Additional hours were required for providing stakeholders with plans for review, amending the plans, and numerous meetings beyond what was originally anticipated. The extended duration of the project also included 15 months of continued coordination beyond what was originally planned.
 - a. Originally planned for 12 meetings (one per month) plus 8 meetings for (utility/rail/stakeholder coordination) and Bergmann ultimately attended and produced minutes for 47 meetings.
 - b. Additional project management through the additional 15-month period including general coordination with the MDOT Office of Rail, City staff, and sub consultants.
 - c. Review of First Martin comments, questions, and requests for changes in addition to formulating responses and additional materials to satisfy their questions were significantly more than originally anticipated.
- Additional geotechnical testing was required in order to attempt to locate the tie-backs of the steel sheet pile wall for coordination with the proposed pedestrian bridge footings.
- Utility coordination was more extensive than originally planned based on the proposed concept of a cut and cover construction method. Complex staging (and associated coordination with the fiber optic companies and Amtrak) required detailed staging plans (8 sheets total). It should be noted that some effort was offset by the reduction in hours associated with no shoo-fly design plans.
- The team investigated disposal of soils from the railroad R/W to within the railroad R/W off site. This required additional coordination with the MDOT Office of Rail as well as with Washtenaw County for permitting the hauling of materials on their roadways.
- The pathway alignment to the proposed opening required extensive study which was planned for in the original estimate of hours, however, the preferred location resulted in parallel occupancy along the railroad and within MDOT's R/W. This required a retaining wall adjacent to the tracks which was designed in accordance with Amtrak standards and reviewed by their staff.
- The graphical sketches produced for use at public meetings and stakeholder engagement were expanded to provide night scenes as well as additional sketches near Peter Allen's property. This resulted in modification to 2 sketches and production of 3

additional.

- Significant effort was required to breakout costs for use by FEMA which did not correlate with how the project would be advertised through MDOT's LAP program.
- FEMA disputed several assumptions made in the B/C model that were previously agreed to in the feasibility study. This resulted in several iterations to complete the updated model in accordance with FEMA requirements.
- Based on agreed construction method of cut and cover, detailed construction schedule estimates were produced to provide insight as to the duration of the closure needed. These were later modified based on extension of the schedule into 2019.
- Bergmann assisted the City with marking trees within the railroad R/W for removal prior to tree removal blackout dates. Later, Bergmann performed a site walkthrough to confirm which trees still required removal.
- Based on Amtrak reviews, they identified this proposed crossing as a "pipe" rather than a structure which required 3 design exceptions to be drafted by Bergmann. Amtrak reviewed and commented on these and held discussion to resolve the comments prior to revising and finalizing the design exceptions which were ultimately accepted.
- Location and design of the proposed hydraulic weir was modified based on needs/concerns of First Martin. In addition, significant discussion and detailing of protection of this area was provided (bollards, signage, special fencing, etc.).
- This project resulted in over 40 unique special provisions which is significantly higher than other projects of similar size. Bergmann developed, reviewed, and finalized these unique special provisions.

EXHIBIT B1

DERIVATION OF PRIME CONSULTANT COSTS

Summary of all Prime Costs for Task 27		City of Ann Arbor RFP No. 984		FIRM ROLE: Prime Firm				
PRIME CONSULTANT NAME: Bergmann Associates		PROJECT DESCRIPTION: Allen Creek Berm Opening						
SUMMARY OF PERSON HOURS								
Task Code	Task Description	Project Manager	Senior Engineer (Structural)	Engineer (Structural)	Engineer (Civil)	Cadd Technician	Landscape Architect	HOURS FOR TASK
Task 27	Additional Design Services	296	76	248	48	48	20	736

DERIVATION OF PRIME CONSULTANT COSTS

Summary of all Prime Costs for all services provided

City of Ann Arbor RFP No. 984		FIRM ROLE: Prime Firm		
PRIME CONSULTANT NAME: Bergmann Associates		PROJECT DESCRIPTION: Allen Creek Berm Opening		
PRIME LABOR:				
CLASSIFICATION	CODE	Hours	RATE/HR	LABOR COST
Project Manager	PM	144	\$195.00	\$28,080.00
Senior Engineer (Structural)	SES	50	\$150.00	\$7,500.00
Engineer (Structural)	ES	131	\$110.00	\$14,410.00
Engineer (Civil)	EC	45	\$130.00	\$5,850.00
Cadd Technician	CT	32	\$80.00	\$2,560.00
Landscape Architect	LA	10	\$100.00	\$1,000.00
Total Hours:		412		Total Labor
				\$59,400.00
TOTAL PRIME FIRM COSTS \$				\$9,400.00