

AMENDMENT NUMBER 3 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
STANTEC CONSULTING MICHIGAN, INC. AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and Stantec Consulting Michigan, Inc., a Michigan Corporation, having its offices at 3754 Ranchero Drive, Ann Arbor, MI 48108 (“Consultant”) agree to amend the professional services agreement for the WTP Professional Engineering Services RFP 20-18 executed by the parties dated June 22, 2020 as follows:

- 1) Article I, DEFINITIONS is amended to read as follows
 - A. Administering Service Areas/Units means Water Treatment Services Unit.
 - B. Contract Administrator means Water Treatment Services Manager or whomever the Contract Administrator may from time to time designate.
 - C. Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement.
 - D. Project means WTP Professional Engineering Services RFP 20-18.

- 3) Article III., SERVICES, is amended to read as follows:
 - A. The Consultant agrees to provide professional consulting engineering services ("Services") in connection with the Project as described in Exhibit A, as amended for additional tasks by Amendment Number 2 (Exhibit A-2) and as amended for additional tasks by Amendment Number 3 (Exhibit A-3). 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.

- 4) Article IV, COMPENSATION OF CONSULTANT is amended to read as follows:
 - A. The Consultant shall be paid on the basis of time spent and materials used at the rates and prices as amended by Amendment Number 3 (Exhibit B-3) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$1,900,000.00. The original contract amount was \$500,000.00,

Amendment No. 1 amount was \$350,000.00, and Amendment No. 2 amount was \$400,000.00. The Amendment No. 3 amount is \$650,000.00. 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 June 22, 2020, 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 February 23, 2022.

[SIGNATURE PAGE FOLLOWS]

For Consultant

By _____
Stantec Consulting Michigan, Inc.

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Milton Dohoney, Jr, Interim City Administrator

By _____
Brian Steglitz, Interim Public Services Area Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

EXHIBIT A-3
SCOPE OF SERVICES

CONSTRUCTION CONTRACTING CHANGES

The Contract will be for the period of July 2020 through the end of June 2023.

SCOPE OF SERVICES CHANGES

Time and materials consistent with the detailed scope of services as described in the proposal included below to provide Construction Engineering Services for the Barton Pump Station Valve Improvements Project.

Additional time and materials consistent with the detailed scope of services as described in the original Contract (Exhibit A) for the following, and as specified herein:

- Preparation of plans and specifications for construction projects.
- Preparation of specialized engineering studies.
- Preparation of EGLE permit applications.
- Administration and oversight of hydroelectric and recreational dam regulatory requirements.
- Surveying activities.
- Construction administration/project management.
- Coordination, facilitation and participation in project-related meetings.
- Construction inspection.
- Preparation and/or coordination of training programs for Water Treatment Services staff.
- Preparation and/or coordination of Operation and Maintenance Manuals and Standard Operating Procedures for Water Treatment Plant or dam equipment, processes, or technologies.
- As-built construction plans.
- On call response services.
- Dam water utility technician support (supplemental workforce to WTP maintenance staff)
- Development of Dam Recovery Plans to meet updated and more stringent security planning requirements from the Federal Energy Regulatory Commission (FERC).



Stantec Consulting Michigan Inc.
3754 Rancho Drive
Ann Arbor MI 48108-2771

January 20, 2022

Project/File: 207585000

Glen Wiczorek, PE, Senior Utilities Engineer

City of Ann Arbor
Water Treatment Plant
919 Sunset Road
Ann Arbor, MI 48103

Dear Mr. Wiczorek,

As requested by the City of Ann Arbor (City), Stantec Consulting Michigan Inc. (Stantec) is pleased to provide a professional services proposal to provide Construction Engineering Services for the Barton Pump Station Valve Improvement Project. Our project understanding, scope of work, and fee structure is presented herein.

Project Understanding

The City submitted a Project Plan to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a Drinking Water State Revolving Fund (DWSRF) loan to finance the Barton Pump Station Valve Improvement Project. The Project Plan was reviewed and scored by EGLE, ranking within the fundable range of the final Project Priority List (PPL) for federal and state-match funding. The Barton Pump Station Valve Improvements Project is eligible to receive DWSRF funding in the total amount of \$4,500,000, which includes a Drinking Water Infrastructure (DWI) Grant of \$1,380,000.

The scope for this project will include replacement of aging and inoperable valves and the associated piping at Barton Pump Station and installing new air release valves on the existing 42-inch and 24-inch raw water transmission mains. The proposed improvements are necessary to assure operational control and system reliability for the City's critical raw source water supply infrastructure. Stantec prepared design drawings and specifications for the Barton Pump Station Valve Improvements Project advertised on the City's website and on MITN as Invitation to Bid No. 4703. On January 20, 2022, the City received one (1) bid, from Weiss Construction Co., Inc. in the amount of \$4,656,400. After review of the bids, it was determined that the bid submitted by Contractor is a responsible bid and is in accordance with the cost estimate.

Scope of Services

Stantec has developed the following approach to meet the goals and deliverables of the Barton Pump Station Valve Improvements Project. We propose to provide the following engineering and inspection services for the duration of the construction phase necessary to complete the raw source water system improvements:

Task 1: Pre-Construction Services and Shop Drawing Review:

- Review the contract and compile executed contract documents (bonds, insurances, etc.).
- Coordinate and facilitate a preconstruction meeting with the Contractor and the City, including invitations to regulatory agencies and utilities, as appropriate.
- Review shop drawings for all materials for general conformance with the contract documents.

Reference: Construction Engineering Proposal – Barton Pump Station Valve Improvements Project

Task 2: Survey Construction Layout:

- Provide survey construction staking where warranted.

Task 3: Construction Administration:

- Review and make recommendations for Requests for Information and Change Orders.
- Issue Bulletins if necessary.
- Coordinate with the City.
- Perform field interviews with the Contractor's staff and review certified payrolls for compliance with field interviews and Davis Bacon Wage Rate requirements (as required by EGLE).
- Process pay applications and make recommendations to the City for payment to the Contractor.
- Provide correspondence throughout the project including progress meeting notes, shop drawing and punch-list letters, field orders, bulletins, change orders, and any other correspondence related to administration of the project.
- Attend weekly field meetings and biweekly project progress meetings.
- Prepare Standard Operating Procedure (SOP) manuals for each phase of the project.
- Stantec will prepare a meeting agenda and coordinate with the City and Contractor during the following meetings:
 - a. Shutdowns and sequence of construction for each phase of the project.
 - b. Two (2) training sessions covering the following:
 - i. Valves, sluice gate, and check valves.
 - ii. Surge tank system.
 - iii. ARVs.
 - iv. Grinder pump station.

Note: The training sessions will be conducted in a similar manner to past projects with Stantec. Stantec will prepare and present an overview of the system including sequencing and operations. The training sessions will be video recorded for the City's future use.

Task 4: Coordination with Regulatory Agencies:

- Coordinate with EGLE project management staff and provide documentation and progress updates to EGLE as needed.
- Coordinate permitting with regulatory agencies as needed.
- Update and maintain the project permits that are still under the engineer's jurisdiction as current. Apply for renewals if needed.

Reference: Construction Engineering Proposal – Barton Pump Station Valve Improvements Project

Task 5: Construction Observation:

- Perform inspection of all water system improvements in accordance with the following schedule:
 - a. First Construction Season – October 2022 to March 2023.
 - Part-time inspection, up to 32 hours per week, for inside critical piping work.
 - Full-time inspection of underground critical piping work.
 - Part-time inspection, up to 24 hours per week, for all other work during the construction season.
 - b. Second Construction Season – October 2023 to March 2024.
 - Part-time inspection, up to 28 hours per week.
 - c. All other work outside of the two (2) critical construction seasons is anticipated to average 16 hours per week over a total of 52 weeks.
- Perform part time inspection of restoration activities.
- Attend to concerns and/or complaints received by residents or the general public during the construction operations in coordination with the City.

Task 6: Punch-list and Close-out:

- Prepare punch-list in coordination with the City staff and provide follow-up construction site inspections with the Contractor until all items are complete in conformance with contract documents.
- Prepare and submit to the City all daily inspection reports.
- Prepare Operations and Maintenance (O&M) manuals based on City WTP standards and review with plant staff. A final O&M manual will be issued after incorporating the WTP staff comments. Anticipate Operations and Maintenance (O&M) manuals for the following:
 - a. Valves
 - b. Sluice Gate
 - c. Check Valves
 - d. Surge Tank System
 - e. Grinder Pump System
 - f. ARVs
- Prepare a Standard Operating Procedure (SOP) manual based on City WTP standards and review with plant staff. A final SOP will be issued after incorporating the WTP staff comments.

Reference: Construction Engineering Proposal – Barton Pump Station Valve Improvements Project

- Prepare training videos for use by City staff for the following project elements:
 - a. Valves
 - b. Sluice Gate
 - c. Check Valves
 - d. Surge Tank System
 - e. Grinder Pump System
 - f. ARVs
- Prepare field measured record drawings in hard copy and electronic format per the City's standards.
- Finalize as-built drawings based on Contractors field markings.

SIGNIFICANT ASSUMPTIONS

- Material construction testing will be completed by the contractor.
- Stantec will attend one (1) progress meeting every two weeks for the duration of the base contract.
- Stantec will prepare meeting agendas, minutes, and related correspondences.
- Stantec will create and maintain electronic project files in accordance with a directory/subdirectory organizational structure mutually agreed upon between Stantec and the City. Files will be transferred to the City's network during project closeout.

PROPOSED FEE BUDGET AND SCHEDULE

The project schedule will assume construction phase begin immediately and will conclude by the Spring of 2024. We propose to complete the services generally identified above on a time and material basis for a total not-to-exceed fee of **\$530,000.00** and as presented in the table below. Stantec proposes to perform this scope of work as a new task order under the June 22, 2020, agreement with the City.

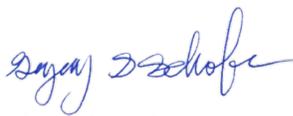
Task 1	Pre-Construction Services and Shop Drawing Review	\$7,500
Task 2	Survey Construction Layout	\$10,000
Task 3	Construction Administration	\$110,000
Task 4	Coordination with Regulatory Agencies	\$7,500
Task 5	Construction Observation	\$335,000
Task 6	Punch List and Closeout	\$60,000
TOTAL NOT-TO-EXCEED FEE		\$530,000

Reference: Construction Engineering Proposal – Barton Pump Station Valve Improvements Project

The total not-to-exceed budget amount stated above includes fees for the work described in this proposal, including reimbursable charges such as charges for sub-consultants and other specialized services. Stantec reserves the right to transfer budget between the tasks outlined in our scope of work due to the possible occurrence of overlapping tasks but will not exceed the total amount stated above.

If the above proposal is acceptable, please sign on the line below indicating your approval for us to begin work on this project. We appreciate this opportunity to provide construction engineering services and assist the City with implementing the improvements to this critical water infrastructure. Please feel free to contact us with any questions regarding our proposed scope of work or fee structure.

Best regards,



Greg Schofer, LEED AP
Senior Associate
Phone: (248) 719-8392
Greg.Schofer@stantec.com



Brian Simons PE, MBA, LEED-AP
Senior Principal
Phone: 734-368-3114
Brian.Simons@stantec.com

Attachment: [Attachment]

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EXHIBIT B-3
FEE SCHEDULE

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions as set in the original Contract. The Compensation Schedule in Exhibit B of the original Contract states natures and amount of compensation the Contractor may charge the City.

The fees for services shall be determined for each task, per RFP 20-18 and based upon the fee schedule provided in the Contractor's proposal. The Total Not-to-Exceed for Construction Engineering Services for the Barton Pump Station Valve Improvements Project is \$530,000.00 and detailed in the proposal included in Exhibit A-3.

The total amount of fees to be paid under the amended Agreement shall not exceed \$1,900,000.00. The original contract amount was \$500,000.00, the Amendment No. 1 amount was \$350,000.00, the Amendment No. 2 amount was \$400,000.00. The Amendment No. 3 amount is \$650,000.00.