

AMENDMENT NUMBER 1 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, 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 executed by the parties dated June 8, 2016 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 Senior Utilities Engineer 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 963.

- 2) Article III., SERVICES, is amended to read as follows:
 - A. The Consultant agrees to provide professional engineering and architectural services ("Services") in connection with the Project as described in Exhibit A, and as amended for additional tasks by Amendment Number 1 (Exhibit A-1). 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.

- 3) 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 specified in Exhibit B, and as amended for additional tasks by Amendment Number 1 (Exhibit B-1) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$610,000.00. The original contract amount was \$200,000.00. The Amendment No. 1 amount is

\$410,000.00. 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 8, 2016, 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 March 20, 2017.

For Consultant

By _____
Greg Schofer
Stantec Consulting Michigan, Inc.

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard S. Lazarus, City Administrator

By _____
Craig Hupy, Public Services Area Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

EXHIBIT A-1
SCOPE OF SERVICES

Note: Refer also to Request for Proposals dated December 6, 2016 and Stantec's proposal dated December 22, 2016 for additional detail of scope items.

Task 1 – Intake Design

1. Contact MDEQ, Huron River Watershed Council, and USFWS to determine requirements.
2. Kick-Off meeting and Preliminary Field Work.
3. Review videos of existing intake.
4. Prepare Design Basis Memorandum.
5. Conduct Workshop of Design Basis Memorandum.
6. Design New Polymer System Feed to Intake.
7. Perform Detailed Design.
8. Update conceptual cost estimate.
9. Conduct Final Design Review Workshop.
10. Submit and obtain permits.
11. Perform riverbank filtration investigation and prepare Memorandum.
12. Perform borings in the pond.
13. Prepare new easements as necessary.

Task 2 – Raw Watermain Design

1. Perform all Contact with MDEQ, Railroad, FERC, Ann Arbor Township, etc.
2. Preliminary Field Work and Kick-Off Meeting.
3. Review Property Ownership.
4. Perform topographic survey.
5. Perform bathymetric survey.
6. Review soil boring logs.
7. Perform additional borings.
8. Prepare Design Basis Memorandum.
9. Conduct Preliminary Workshop of Design Basis Memorandum.
10. Submit Design Basis Report to MDEQ, Railroad, FERC, etc.
11. Perform detailed design.
12. Update cost estimate.
13. Conduct Final Design Review Workshop.
14. Submit and obtain permits.
15. Design access across the railroad for heavy construction equipment to the site and means of egress.
16. Submit to planning commission and meet all requirements.
17. Perform all correspondence with FERC.
18. Prepare new easements as necessary.

19. Consider methods to clean watermain.

Task 3 – Existing Valve Replacement at Barton Pump Station

1. Contact MDEQ to introduce project.
2. Preliminary Field Work and Kick-Off Meeting.
3. Prepare Design Basis Memorandum.
4. Conduct Preliminary Workshop of Design Memorandum.
5. Perform detailed design.
6. Update cost estimate.
7. Submit Design Basis Report to MDEQ.
8. Conduct Final Design Review Workshop.
9. Design sluice gate replacement at Barton Hydro.
10. Perform condition assessment of surge tank for consideration of alternatives.
11. Submit and obtain Permits.
12. Include motorized actuators as determined in workshops.
13. Design drainage system for piping.
14. Evaluate thickness of existing pipe to determine the need for replacement.
15. Design new seal water system.

Task 4 – Perform Public Engagement

1. Including assisting with press releases, developing public engagement plan, power point presentation for public meeting, mailings, presentation to public, etc.

**EXHIBIT B-1
FEE SCHEDULE**

Additional fees which can be broken down as follows:

	Fees	Hours
Task 1-1 Intake Preliminary Engineering	\$43,532	266
Task 1-2 Intake Detail Design	\$78,420	548
Task 2-1 Raw Watermain Preliminary Engineering	\$47,804	324
Task 2-2 Raw Watermain Topographic and Bathymetric Surveys	\$10,890	90
Task 2-3 Raw Watermain Soil Borings	\$20,000	NA
Task 2-4 Raw Watermain Detail Design	\$111,184	822
Task 3-1 Valve Replacement Preliminary Engineering	\$18,252	144
Task 3-2 Valve Replacement Detail Design	\$28,994	262
Task 4-1 Public Engagement	\$10,004	62
Task 5-1 Permits/Regulatory	\$41,060	280
Total	\$410,140	2798