AMENDMENT NUMBER I TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN WADE TRIM, INC. AND THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 ("City"), and Wade Trim, Inc.., a Michigan Corporation with its address at 25251 Northline Road, P.O. Box 10, Taylor, Michigan, 48180 agree to amend the professional services agreement for the Valhalla Sanitary Sewer Extension Project executed by the parties dated July 30, 2008 as follows:

1) Article III, Sub-paragraph A, is amended to read as follows:

The Consultant agrees to provide additional professional engineering services ("Services") in connection with the Project as described in the attached Exhibit "E". All services originally required to be performed that were included as part of the original Professional Services Agreement between the City of Ann Arbor and Wade Trim, Inc. dated July 30, 2008 are to apply to this amendment and are understood to be included with this amendment as though expressly rewritten, incorporated, and included herein. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by 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 IV, Sub-paragraph A, is amended to read as follows

The Consultant shall be paid on the basis of time spent and materials used at the rates and prices specified in the attached Exhibit "F" for the work of Amendment No. 1. The total fee to be paid the Consultant for the Services of the original agreement and any amendments thereto, shall not exceed \$163,667.85. The fees to be paid, and the hourly and unit rates therefor, for the services originally required to be performed that were included as part of the original Professional Services Agreement between the City of Ann Arbor and Wade Trim, Inc. dated July 30, 2008 are to apply to the original work of the professional services agreement and are understood to be included with

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this amendment as though expressly rewritten, incorporated, and included herein. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and as approved by the Contract Administrator.

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 July 30, 2008, 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, 2010.							
For Consultant	For City of Ann Arbor						
By Andrew J. McCune, P.E. Senior Vice-President	By John Heiftje, Mayor						
	By						
Approved as to form and content	Approved as to substance						
Stephen K. Postema, City Attorney	Roger W. Fraser, City Administrator						
	Sue F. McCormick, Public Services Area Administrator						

EXHIBIT E

SCOPE OF SERVICES

Project Understanding

The original Scope of Services was for preparing construction documents for construction of a gravity sanitary sewer along Valhalla Drive and across the University of Michigan (U of M) Golf Course, tying into the existing sanitary sewer main near the east end of Golfview Lane. Estimated construction costs and discussions with U of M determined this proposed alignment not to be a feasible choice. The next best option that is currently proposed is to design a gravity sewer to the east end of Valhalla, terminating at a proposed sanitary pump station, and pumping the effluent back up to S. Main Street along Valhalla Drive. In addition to this change, the CITY has requested to include a proposed water main design, approximately parallel to the proposed sanitary sewer. The tie-in location at S. Main Street for water main and sanitary sewer will require a temporary lane closure in each direction along S. Main Street. The sanitary pump station, water main design, and traffic control design, to include lane closures, were not a part of the original scope of services as this amendment serves to address.

Based on the understanding as described above and discussions with the CITY, the following additional Services will be provided by the CONSULTANT in conjunction with the delivery of the Valhalla Drive Utility Extension Project.

- An analysis will be performed based on three likely scenarios:
 - 1. Pump station to accommodate 2-3 homes
 - 2. Pump station to accommodate 14 homes
 - 3. Pump station to accommodate a 50-unit development (eg. senior living facility)

The CONSULTANT will prepare a report, with recommendations, to upgrade the pump station from set-up 1 to set-up 2, and from set-up 1 to set-up 3. The CONSULTANT will also provide construction estimates.

- Based on Wade Trim's recommendations, and a set-up selected by the CITY, the CONSULTANT will prepare a Basis of Design (BOD) for the sanitary pump station.
- Specify a packaged pump station including a prefabricated building with house valves, piping, heating, ventilating, control systems, and lights.

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- Specify the Contractor's responsibility to collect, organize, assemble, and deliver to the CITY operating manuals for each of the respective sanitary pump station operating components.
- Perform structural engineering design and prepare detailed specifications for the pump station base slab.
- Design a wet well and bypass pumping scheme.
- Perform mechanical engineering design and prepare detailed specifications including:
 - sizing louvers and gas supply
 - o performing heating and ventilation calculations and selecting equipment
 - o designing mechanical equipment and controls
 - designing an odor control system
- Perform electrical engineering design and prepare detailed specifications including:
 - specifying a generator
 - designing the electric meter and main disconnect conforming to DTE Energy standards
 - o designing the wiring and conduit between the wet well, pump control panel, mechanical equipment, and SCADA system
 - prepare the DTE Energy load sheet
- Perform SCADA and Telemetry design and prepare detailed specifications including:
 - perform a radio propagation study
 - prepare Programming requirements
 - o identify and list Modbus registers for the existing PLC at the WWTP
 - o identify and list existing Lift Station PLC programs
- Perform water main design and prepare detailed specifications including;
 - prepare a concept drawing on the CITY's aerial showing two looped water main alignments
 - prepare preliminary alignment drawings
 - prepare plan and profile

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- prepare easement descriptions and exhibit sketches
- o it is understood the City will perform a water model analysis
- the water main design limits are from S. Main Street to the end of Valhalla
 Drive
- Prepare maintenance of traffic plans (MoT) and detailed specifications in accordance with MMUTCD and the CITY including:
 - using the City's aerial, modify existing topographic plan sheets to layout existing adjacent intersections and proposed traffic control devices
 - Prepare two plan sheets one for the NB Main Street right lane closure for the water main tie-in and the second for the SB Main Street right lane closure for the sanitary force main tie-in. Due to the proximity of the work zone to adjacent signalized intersection, Scio Church Road and S. Main Street at Ann Arbor Saline Road, construction zone signs will be placed on these roads. Also, for the SB work, due to the proximity of the Scio Church intersection, the construction zone will be extended north of the intersection.
- The above described tasks include time and budget for up to three submittals to the CITY and subsequent revisions.
- The tasks described below are included in the original scope of services and are repeated here to reflect the additional effort associated with the pump station and water main design.
- Prepare a detailed construction sequencing plan and associated detailed specification.
- Prepare a construction cost estimate.
- Perform an internal QA/QC review of 90% design plans, draft specifications, and contract documents.
- Submit plans and specifications to the CITY for submittal to the MDEQ in order to obtain construction permit approvals.



UIS PROGRAMMABLE SERVICE

P.O. BOX 981123, YPSILANTI, MICHIGAN 48198-1123, PHONE: 734-482-1450, FAX: 734-482-0035

January 25, 2010

Mr. Eric Harris Wade-Trim 25251 Northline PO Box 10 Taylor, MI 48180

Phone: (734) 947-9700

Email: eharris@wadetrim.com

Fax: (734) 947-9726 Number of Pages Faxed: 1

Quote Description: Ann Arbor – Valhalla Drive Pump Station Design

Quotation # 100073

Dear Mr. Harris:

UIS Programmable Services is pleased to submit our quote to provide assistance with the SCADA and telemetry design for the new Ann Arbor Valhalla Pump Station (VPS) in accordance with the request for proposal dated January 15th, 2010. This assistance will include the following services:

- A. Conducting a radio propagation study to determine the communications requirements to transmit and receive data from the existing Ann Arbor WWTP. Results will determine antenna design to provide reliable transmission of messages. However, since the existing system uses a trunked radio system, channel priority set for SCADA is considered low priority and cannot be changed. Therefore, we cannot determine or manipulate how long of time between transmissions. A printed copy of the propagation study will be provided.
- B. Providing written specifications for a complete and operable SCADA and telemetry system at the VPS that includes a list of required hardware and spare parts.
- C. Providing written specifications for the programming requirements for the new PLC at the VPS.
- D. Providing a written list of Modbus registers for the existing PLC at the WWTP.
- E. Providing a printed copy of the existing Lift Station PLC programs.
- F. Providing necessary drawings documenting the SCADA and telemetry design.

Our price for this scope of work is \$3,432.00.

This price is based on full eight-hour days of straight time during normal hours of 8:00 A.M. to 4:30 P.M., Monday through Friday.

Thank you for giving us the opportunity to provide our quote for this project. Our price is valid for thirty (30) days, after which time *UIS Programmable Services* reserves the right to review and modify any and all portions of its proposal. In addition, this proposal contains pricing and other information confidential and proprietary to *UIS Programmable Services*, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from *UIS Programmable Services*. If you have any questions, please do not hesitate to contact me at our office at (734) 482-1450 extension 20.

Sincerely,



MOTOROLA

Authorized alue Added

Michael J. Huizenga Chief Estimator

MJH/glm



Exhibit F

Prepared by: EMH

Date: 2/8/2010 Approved AJM

Engineering-Landscape Architecture-Planning-GIS-Sciences-Surveying

Project: Valhalla Sanitary Sewer Service Extension - Amendment

Client: Ann Arbor

TASKS		Survey	Pump Station	Water Main	CADD	Specs &	Traffic Engineering	Project	TOTALS	OTHER DIRECT COSTS	
			Design	Design		Bid		Admin.		Out.	
CLASSIFICATION R.	RATES	HOURS	HOURS	<u>HOURS</u>	HOURE	HOURE	HOURS	HOURS	HOURS	Sub consultants	
	KATES	\$	<u>HOURS</u> \$	#00K5 \$	HOURS \$	HOURS \$	#00RS \$	\$	\$	UIS	\$3,432.00
Eric Harris		Φ	9	φ	φ	9	0	48	48	1015	\$5,452.00
Project Manager	\$145.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.960.00	\$6.960.00	Sub Total	\$3,432.00
William Fisher	\$90.00	ψ0.00	Ψ0.00	54	ψ0.00	ψ0.00	0	0	54	add 15%	\$514.80
Utility Engineer		\$0.00	\$0.00	\$4,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,860.00	Total	\$3,946.80
Jeff Reynhout	\$170.00	ψ0.00	10	ψ 1,000.00	ψ0.00	ψ0.00	0	ψ0.00	10	1 0 000	φο,ο το.οο
Pump Station - QA/QC		\$0.00	\$1,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,700.00		
Brian Gombos		*	30	0	*	*	*	0	30		
Structural Engineer	\$110.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,300.00	Direct Cost	
Ed Schrader	A445.00	*	30	0	*	*	0	0	30	Computer Aided Design & Drafting (CADD)	\$1,193.75
Mechancial Design	\$115.00	\$0.00	\$3,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,450.00	Computers	\$243.00
Alan Schwab	0440.00	0	30				0	0	30	Survey Equipment	\$0.00
Electrical / Instrumentation Engineer	\$110.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,300.00	Survey Van	\$0.00
Lisa Wallick	£440.00		102.5				0	0	102.5	SSES - Includes Van and Standard Equipment	\$0.00
Pump Design Engineer	\$110.00	\$0.00	\$11,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,275.00	Flow Meter	\$0.00
Rob Marker	\$115.00					30	0	0	30	Travel	\$101.85
Specifications	\$115.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,450.00	\$0.00	\$0.00	\$3,450.00	OCE Printer	\$0.00
Lori Pawlick	\$90.00						17.5		17.5		
Traffic Engineer	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,575.00	\$0.00	\$1,575.00		
Martin Parker	\$170.00						1.5		1.5		
Senior Traffic Engineer - QA/QC		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$255.00	\$0.00	\$255.00		
Robert Taylor	\$ 95.00	24							24		
Easements	\$ 95.00	\$2,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,280.00	Sub Total	\$1,538.60
CADD Technician \$95.00	\$95.00				167		0		167		
	\$0.00	\$0.00	\$0.00	\$15,865.00	\$0.00	\$0.00	\$0.00	\$15,865.00	OTHER DIRECT COSTS TOTAL	\$5,485.40	
Technician	\$60.00	<u> </u>				5			5		
(Graphics)		\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00		
Technician	\$90.00					_		15	15		
(Administrative)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350.00	\$1,350.00		
Technician	\$60.00					5		15	20		
(Secretary)		\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$900.00	\$1,200.00	TOTAL DIRECT LABOR	\$61,120.00
TOTALS	<u>HOURS</u>	24	202.5	54	167	40	19	78	584.5		
	\$	\$2,280.00	\$23,025.00	\$4,860.00	\$15,865.00	\$4,050.00	\$1,830.00	\$9,210.00	\$61,120.00	TOTAL COST	\$66,605.40