

**AMENDMENT NUMBER 3 TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE
WWTP LIFT STATIONS IMPROVEMENT PROJECT**

This Amendment Number 3 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and Hubbell, Roth & Clark, Inc, ("Contractor") for Professional Engineering Services, which is dated January 14, 2020 ("Agreement") for engineering design services for improvements to sanitary sewage lift stations. City and Contractor agree to amend the Agreement as follows:

- 1) **Article III, SERVICES**, is amended as follows
 - A. The Contractor agrees to provide Professional Engineering Services ("Services") in connection with the Project as described in Exhibit A of the original Agreement dated January 14, 2020, Exhibit A-1 of Amendment 1 and Exhibit A-2 of this Amendment 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.
 - B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
 - C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
 - D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

- 2) **Article V, COMPENSATION OF CONTRACTOR** is amended to read as follows
 - A. The Contractor shall be paid in the manner set forth in Exhibit B of the original Agreement dated January 14, 2020, Exhibit B-1 of Amendment 1, and Exhibit B-2 of this Amendment. Payment shall be made monthly, unless another payment term is specified in Exhibit B, B-1 and B-2, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement, Amendment 1, and this Amendment shall not exceed **Four Hundred Twenty-Two Thousand Nine Hundred Twenty-Four Dollars (\$422,924.00)**.

- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B of the original Agreement dated January 14, 2020, and in Exhibit B-2 of this Amendment 3. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.

- C. The Contractor shall keep complete records of work performed (e.g., tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

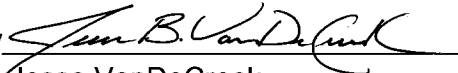
All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

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]

For Contractor

By 
Jesse VanDeCreek

Its:

Date: September 8, 2021


For City of Ann Arbor

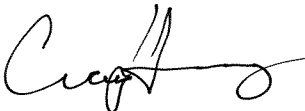
By  10/04/2021
CHRISTOPHER TAYLOR, MAYOR

By  10/12/2021
JACQUELINE BEAUDRY, CITY CLERK

Date: _____

Approved as to substance

 10/03/2021
JOHN FOURNIER, ACTING CITY ADMINISTRATOR

 09/15/2021
CRAIG HUPY, PUBLIC SERVICES AREA ADMINISTRATOR

Approved as to form and content

 09/27/2021
STEPHEN POSTEMA, CITY ATTORNEY

EXHIBIT A-2

**PACKAGE 2:
SEQUOIA LIFT STATIONS REPLACEMENT PROJECT
CONSTRUCTION ADMINISTRATION
SCOPE OF SERVICES
July 12, 2021**

HRC will provide the following Construction Administration services:

BID ASSISTANCE

Pre-Bid Meeting

- ≡ HRC will prepare for and attend the Pre-Bid Conference, lead the technical design and construction issues and answer questions

Addenda

- ≡ HRC will prepare answers to formal questions from bidders, prepare bid addenda as necessary, and make necessary changes to the contract documents, specifications, and/or plan documents to clarify discrepancies.

Bid Evaluation

- ≡ HRC will assist with the evaluation of the apparent low bidders and their subcontractors, and will make a recommendation to award the construction contract.

CONSTRUCTION ADMINISTRATION

Construction Administration and Pre-Construction Tasks

- ≡ HRC will prepare the conformed set, conduct a pre-construction meeting, attend construction progress meetings, and conduct routine project communications including review progress payment applications for processing by the Owner.
- ≡ The Level of Effort (LOE) assumes bi-weekly construction meetings, half of them video conferencing meeting, the other half on-site meetings, including travel. (Notes are prepared for all meetings.)

Submittal Review

- ≡ HRC will review the contractor's schedule, shop drawings, sequencing work plan, shut-down requests, by-pass pumping plan, and equipment O&M manuals, test reports.
- ≡ HRC will maintain and updated the log of all submittals
- ≡ Forty submittal review are planned, including re-submittal reviews

Changes in the Work

- ≡ Log and address Requests for Information (RFIs), prepare Requests for Quotation (RFQs), issue field orders directing any changes, and prepare change orders for increased contract costs and/or time extension
- ≡ Prepare the final reconciliation Change Order.

Periodic Observation

- ≡ HRC will provide structural, process, landscaping and electrical periodic inspections to monitor the quality of the work.
- ≡ Attend field meeting when on-site observations and discussions are required to resolve issues
- ≡ Eight days are planned, 2 days for each discipline

Equipment Start-up

- ≡ HRC will review start-up documents, witness equipment start-up, document Substantial Completion and issue Substantial Completion Certificates

Project Closeout

- ≡ HRC will prepare record drawings, punch lists, perform a final inspection, recommend final payment, prepare final reconciliation change order, issue the Final Completion Certificate, and transfer key HRC project documents in AutoCAD, Word and .PDF format.

RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES:

- ≡ Provide periodic RPR services to for observation services during construction. The RPR will verify conformance to the contract documents, help coordinate solutions to construction issues, review pay applications, quantify any unit pricing or time and materials work, help coordinate shutdown and start-up activities, participate in Punch List preparation, and assist with Project Closeout.
- ≡ The Construction durations is estimated to be ~270 calendar days, or 40 weeks. RPR services assumes one day per week for routine observation, and an additional 80 hours for specific observation tasks such as bypass pumping, utility relocation coordination, multiple punch list observations, etc.

EXHIBIT B-2

FEE for CONSTRUCTION ADMINISTRATION SERVICES

CONSTRUCTION ADMINISTRATION COST PROPOSAL: PACKAGE 2 Sequoia LS
CITY OF ANN ARBOR
LIFT STATION REPLACEMENT PROJECT
RFP # 18-35
July 12, 2021

Account	TASK DESCRIPTION	Process										Total
		Principal	Sr. Assoc.	Engineer	Struct. Eng.	Arch.	Elect. Eng.	RPR	Cadd Tech.	Admin		
	Rate (\$/hr.):	\$ 180.09	\$ 173.88	\$ 150.08	\$ 150.08	\$ 150.08	\$ 150.08	\$ 130.41	\$ 126.27	\$ 77.63		
Bid Phase												
	Pre-Bid Meeting (and notes)			7						12		19
	Q&A, Addendum		1	12	2	2		2		16		35
	Bid Tab			4								4
	Bid Review and Recommendation Letter		2	4								6
	Post-Bid Meeting (if needed)		3			0						3
	Subtotals	0	6	27	2	2	2	0	28	0		67
0.41		\$ -	\$ 1,043	\$ 4,052	\$ 300	\$ 300	\$ 300	\$ -	\$ 3,536	\$ -		\$ 9,531
Task 3 - Construction Administration												
0.43	Progress Meetings / Project communications (1)		8	120								128
0.42	Submittals (See assumptions below)		8	53	70	18		35				184
	Pay Applications		4	24								28
0.44	Changes in the Work (RFI, RFQ, COs, etc.)		4	12	12	8		12		20		68
0.47	Periodic Inspections			0	16	16		16				48
	Start-up / Commissioning		4	16				8				28
0.49	Project Closeout		4	8	6	2		6		20	8	54
	Subtotals	0	32	233	104	44	77	0	40	8		538
		\$ -	\$ 5,564	\$ 34,937	\$ 15,668	\$ 6,543	\$ 11,586	\$ -	\$ 5,051	\$ 621		\$ 79,970
Resident Project Representative												
0.47	Observation (2)							400				400
	Subtotals	0	0	0	0	0	0	400	0	0		400
0.47		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,164	\$ -	\$ -		\$ 52,164
Project Totals		0	38	260	106	46	79	400	68	8		1005
		\$ -	\$ 6,607	\$ 38,989	\$ 15,968	\$ 6,843	\$ 11,886	\$ 52,164	\$ 8,586	\$ 621		\$ 141,666

Assumptions

- 1 Assumes bi-weekly construction meetings (2 hours each for video conferencing meeting and 4 hours each for on-site meetings) including note and 60 hours routine communications
- 2 Assumes one day/week for a 270 calendar day duration for general observations, plus 80 hours for specific observations for bypass pumping set-up and testing, punch lists etc.

