

AMENDMENT NUMBER 5 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
STANTEC CONSULTING MICHIGAN, Inc.
AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a municipal corporation, 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 ("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 Technical Engineering Services project executed by the parties dated July 1, 2005 as follows:

- 1) Article I, DEFINITIONS is amended to read as follows
 - A. Administering Service Areas/Units means Water Treatment Services Unit and Field Operations Services Unit.
 - B. Contract Administrator means Public Services Area Administrator 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 Technical Engineering Services, RFQ No.'s 604 and 670.
- 2) Article III., SERVICES, is amended to read as follows:
 - A. The Consultant agrees to provide professional engineering services ("Services") in connection with the Project as described in Exhibit A, and as amended for additional tasks by Amendment Number 5 (Exhibit A-5). 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 5 (Exhibit B-5) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$625,000. The original contract amount of \$75,000 was for the period ending June 30, 2006, and the Amendment No. 1 amount of \$150,000 is for the period July 1, 2006, through June 30, 2008. The Amendment No. 2 amount of \$50,000 is for the period July 1, 2007 through June 30, 2009. The Amendment No. 3 amount of \$150,000 is for the period July 1, 2008 through June 30, 2010. The Amendment No. 4 amount of \$200,000 is for the period July 1, 2010 through June 30 2012. Amendment No. 5 extends the period for which approved funding has been authorized through June 30, 2013, and is dependent on funding being available. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

- 4) Article V.A.1, INSURANCE INDEMNIFICATION is amended to read as follows:
1. Professional Liability Insurance protecting the Consultant and its employees in an amount not less than \$5,000,000.
- 5) Article V.F, INSURANCE INDEMNIFICATION is amended to read as follows:
- F. It is further agreed that for projects/tasks involving work on dam or bridge structures only, and with the written consent of the City's Supervising Professional, that the Consultant's total liability for all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to five million dollars (\$5,000,000).
- 6) Amendment No. 1, Article VIII., TERMINATION OF AGREEMENT is amended to read as follows:
- C. The City may terminate this agreement for all or part of the period July 1, 2010, through June 30, 2013, if funding above is not available.

All terms, conditions, and provisions of the original agreement between the parties executed July 1, 2005, 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 July 1, 2012.

For Consultant

By _____
 R. Brian Simons, Principal-in-Charge
 Stantec

For City of Ann Arbor

 By _____
 John Hieftje, Mayor

By _____
 Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
 Steven D. Powers, City Administrator

By _____
 Craig Hupy, Interim Pub. Services Area Admin.

Approved as to form and content

By _____
 Stephen K. Postema, City Attorney

EXHIBIT A-5
SCOPE OF SERVICES

The Scope of Services will consist of tasks assigned as individual tasks during the contract period. The tasks may include a variety of engineering disciplines such as civil, mechanical, structural, electrical, hydraulics, pumps and pumping systems, etc.

The City may assign specific tasks to Consultant or to a different consultant based on staff availability, turnaround time for completion of task, staff experience and other factors relevant to the task. For some tasks, the City may request a letter proposal from available consultants that identify approach and cost associated with the task as the basis for the City's decision on assignment of the task. The City does not guarantee either a minimum volume of work or a specific volume of work under this Agreement.

EXHIBIT B-5
 FEE SCHEDULE
 EFFECTIVE JULY 1, 2012 – JUNE 30, 2013

Project Team Member	Title	Base Rate	Multiplier	Burdened Rate	Discounted Billing Rate
Glen R. Wiczorek, P.E.	Project Engineer/Lead Project Engineer	\$49.61	2.944	\$146.05	\$131.44
Matthew C. Abate, P.E., LEED	Senior Structural Engineer	\$46.00	2.944	\$135.42	\$121.88
Aaron A. Uranga, P.E.	Project Engineer/Field Engineer	\$39.14	2.944	\$115.23	\$103.71
Paul J. Malocha, P.E.	Project Engineer/Field Engineer	\$31.33	2.944	\$92.24	\$83.02
Christopher J Elenbaas, PE	Civil Engineer/Field Engineer	\$31.21	2.944	\$91.88	\$82.69
Bradley W. Ahrens	Designer/Drafter	\$25.50	2.944	\$75.07	\$67.56
Richard W. Kangas	Field Investigations/Confined Space Entry	\$32.31	2.944	\$95.12	\$85.61
Gregory S. Schofer	Electrical/Instrumentation & Controls	\$42.33	2.944	\$124.62	\$112.16
Samer Agha, PE, LEED	Mechanical Engineer	\$41.44	2.944	\$122.00	\$109.80
Wanda Juricic	Electrical Engineer	\$36.69	2.944	\$108.00	\$97.20

Burdened Rate = (Base Rate X Multiplier)
= (Base Rate x (1 + 1.56))
X (1 + 15%)

Multiplier = (1 + 1.56) X (1 + 15%)
= 2.944

Notes: Rates subject to annual salary adjustments effective July 1st of each year subject to approval by the City of Ann Arbor. Rates include travel time and mileage.