

AMENDMENT NUMBER 1 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
TETRA TECH OF MICHIGAN, PC  
AND  
THE CITY OF ANN ARBOR

The City of Ann Arbor, a municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and Tetra Tech of Michigan, PC, a Michigan Corporation, having its offices at 710 Avis Drive, Ann Arbor, MI 48108 (“Consultant”) agree to amend the professional services agreement for the Water Treatment Plant Manchester Tank Coating Project executed by the parties dated December 1, 2014 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 Water Treatment Plant Manchester Tank Coating Project, RFP No. 912.
  
- 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 \$167,680.00. The original contract amount was \$127,780.00. The Amendment No. 1 amount is \$26,900.00. 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 December 1, 2014, 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 October 20, 2015.

**For Consultant**

By \_\_\_\_\_  
Brian Rubel, Vice President  
Tetra Tech

**For City of Ann Arbor**

\_\_\_\_\_  
By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Steven D. Powers, 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

**ADDED ELEMENTS INCLUDED IN DESIGN AFTER COMPLETION OF STUDY**

1. Remove sump pump discharge from overflow pipe and add flap valve to overflow
2. Overflow channel and manhole inspection, recommendation and design
3. Water main pit piping reconfiguration and valve removal and replacement, including addition of mud valve
4. Addition of GFCI receptacles
5. Fire Radio Coordination
6. Design of Back-up power
7. Replace existing MOSCAD system
8. Add new tank vent as requested by MDEQ (pending, not yet completed)
9. Additional shop drawing review time for added items
10. Additional construction observation time for added items

Removed from the scope were design changes for the telecommunication antennas and the installation of a fence. Additionally, public engagement was completed under budget and unused funds are available for the new scope items. The added fee is inclusive of a credit for these scope reductions.

**CONSTRUCTION CONTRACTING CHANGES**

In an effort to reduce construction costs, the project was rebid and split into two bids.

Additional steps identified to achieve this bidding consist of:

- Separating the previously prepared bid documents into two separate contracts, clearly identifying individual contract work items and the required coordination between each contract.
- Extensive recruitment of contractors across the Midwest to lead each contract.
- Conducting two prebid meetings and associated services such as responding to contractor questions and addenda.
- Preparing two contract documents and administering two separate contracts.
- Additional contract administration and coordination between the two separate contractors. 96 hours has been added for this change.
- Additional notifications of telecommunication carriers regarding the new schedule.
- Resubmission of the permit application to MDEQ.

EXHIBIT B-1  
FEE SCHEDULE

Additional fees which can be broken down as follows:

|  |                 |
|--|-----------------|
| Use of original contingency  | (\$13,000)      |
| Separate bid package, permit coord.  | \$4,600         |
| Bidding  | \$4,700         |
| Construction Administration  | \$14,700        |
| Telecommunication Coordination   | \$5,900         |
| Construction Services to be used at the<br>Discretion of the City of Ann Arbor | <u>\$10,000</u> |
| Total  | \$26,900        |

The additional design services were offset by the fee reduction for antennae redesign which was not performed and public engagement which was completed under budget.