

**AMENDMENT NUMBER 4 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
STANTEC CONSULTING MICHIGAN, INC. AND
THE CITY OF ANN ARBOR**

This Amendment Number 4 (“Amendment”) is to the agreement between the City of Ann Arbor, (“City”) and Stantec Consulting Michigan, Inc., (“Contractor”) for Professional Consulting Engineering Services which is dated June 22, 2020 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

- 1) Article II., DURATION, is amended to read as follows:

Contractor shall commence performance on July 1, 2020 (“Commencement Date”). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

Contractor agrees to extend This Agreement through June 30, 2024. Subject to the availability of funding, the Agreement may be extended at the City’s option for up to one additional one-year period subject to the same terms and conditions, except fees, rates, and unit prices which may be adjusted by agreement. If the City elects to exercise its option to extend, written notice of same shall be provided to the Contractor no later than 60 days before the end of the original or extended term, after which the Contractor shall have 30 days to respond in writing that it agrees to the extension and stating the agreed upon fee and unit price adjustments. Failure to respond as provided may result in the City reissuing the professional services for bid. The City Administrator is authorized to execute, on behalf of the City, an extension agreement.

- 2) Article III., SERVICES, is amended to read as follows:

- A. The Consultant agrees to provide professional consulting engineering services (“Services”) in connection with the Project as described in Exhibit A, as amended for additional tasks by Amendment Number 2 (Exhibit A-2), as amended for additional tasks by Amendment Number 3 (Exhibit A-3), and as amended for additional tasks by Amendment Number 4 (Exhibit A-4). 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
 - 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.
- 3) Article V, COMPENSATION OF CONTRACTOR 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 as amended by Amendment Number 4 (Exhibit B-4) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$2,500,000.00. The original contract amount was \$500,000.00, Amendment No. 1 amount was \$350,000.00, Amendment No. 2 amount was \$400,000.00, and Amendment No. 3 amount was \$650,000.00. The Amendment No. 4 amount is \$600,000.00. Payment shall be made monthly following receipt of invoices submitted by the Consultant and approved by the Contract Administrator.
 - 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.
 - 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 _____

Stantec Consulting Michigan Inc.

By _____

Name: _____

Title: _____

Date: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Milton Dohoney Jr., City Administrator

Brian Steglitz P.E., Interim Public Services Area
Administrator

Approved as to form and content

Atleen Kaur, City Attorney

EXHIBIT A-4
SCOPE OF SERVICES

CONSTRUCTION CONTRACTING CHANGES

The Contract will be for the period of July 2020 through the end of June 2024.

SCOPE OF SERVICES CHANGES

Additional time and materials consistent with the detailed scope of services as described in the original Contract (Exhibit A) for the following, and as specified herein:

- Preparation of plans and specifications for construction projects.
- Preparation of specialized engineering studies.
- Preparation of EGLE permit applications.
- Administration and oversight of hydroelectric and recreational dam regulatory requirements.
- Surveying activities.
- Construction administration/project management.
- Coordination, facilitation and participation in project-related meetings.
- Construction inspection.
- Preparation and/or coordination of training programs for Water Treatment Services staff.
- Preparation and/or coordination of Operation and Maintenance Manuals and Standard Operating Procedures for Water Treatment Plant or dam equipment, processes, or technologies.
- As-built construction plans.
- On call response services.
- As-needed project management and support.
- Dam water utility technician support (supplemental workforce to WTP maintenance staff)
- Development of Dam Recovery Plans to meet updated and more stringent security planning requirements from the Federal Energy Regulatory Commission (FERC).
- Construction Engineering Services for the Barton Pump Station Valve Improvements Project.

**EXHIBIT B-4
FEE SCHEDULE**

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions as set in the original Contract. The Compensation Schedule in Exhibit B of the original Contract states nature and amount of compensation the Contractor may charge the City.

The fees for services shall be determined for each task, per RFP 20-18 and based upon the fee schedule included below. The total amount of fees to be paid under the amended Agreement shall not exceed \$2,500,000.00. The original contract amount was \$500,000.00, the Amendment No. 1 amount was \$350,000.00, the Amendment No. 2 amount was \$400,000.00, and the Amendment No. 3 amount was \$650,000.00. The Amendment No. 4 amount is \$600,000.00.

**PROFESSIONAL ENGINEERING SERVICES FOR
THE CITY OF ANN ARBOR WATER TREATMENT
SERVICES UNIT RFP #20-18
July 1, 2023 – June 30, 2024**

Stantec Project Team Member	Title	Discounted Billing Rate
Project Management/Team Leaders		
Greg Schofer, LEED AP	Project Manager, Associate	\$196.35
Craig Lyon	Sr. Account Manager	\$196.35
Neil Wager	Assistant Project Manager / Project Engineer	\$174.30
Paul Malocha, PE	QA/QC, Buildings, & Dam Engineer	\$174.30
Core Staff		
Ken Jewison, PE	WTP Design, Project Manager	\$190.05
Gary Sacharski, PE	Senior Civil Engineer	\$174.30
Claire Martin, PE	Structural Engineer	\$180.60
David Morgan, PS	Survey Manager	\$180.60
Shagha Yaghmaie, PE	Civil Engineer	\$154.35
Support Staff as needed		
Various	Drafting / Designers	\$130.00 - \$160.00
Various	Word Processing	\$130.20

Notes:

- Above rates are for Fiscal Year 2023, beginning July 1, 2023, through June 30, 2024, and include local travel expenses. Travel expenses will not be billed as a direct expense.
- Stantec Project Team members will be billed at an average multiplier rate of 3.2. This will be held for the duration of the contract (ending June 30, 2024).
- Upon request, a Federal Acquisition Regulation (FAR) overhead audit report can be provided 2020.