

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, Suite 100, Ann Arbor, MI 48108 (“Contractor”) agree to amend the professional services agreement for the WTP Professional Engineering Services RFP 20-18 executed by the parties dated June 15, 2020 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 Contractor under this Agreement.
 - D. Project means WTP Professional Engineering Services RFP 20-18.

- 2) Article III., SERVICES, is amended to read as follows:
 - A. The Contractor agrees to provide professional consulting engineering 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 CONTRACTOR is amended to read as follows:
 - A. The Contractor shall be paid on the basis of time spent and materials used at the rates and prices as amended by Amendment Number 1 (Exhibit B-1) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Contractor for the Services shall not exceed \$1,050,000.00. The original contract amount was \$500,000.00. The Amendment No. 1 amount is \$550,000.00. Payment shall be made monthly

following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed June 15, 2020, 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 April 19, 2022.

For Contractor

By _____

Tetra Tech of Michigan, PC

For City of Ann Arbor

By _____

Christopher Taylor, Mayor

By _____

Jacqueline Beaudry, City Clerk

Approved as to substance

By _____

Milton Dohoney, Jr., Interim City Administrator

By _____

Brian Steglitz, Interim Public Services Area Administrator

Approved as to form and content

By _____

Stephen K. Postema, City Attorney

EXHIBIT A-1
SCOPE OF SERVICES

CONSTRUCTION CONTRACTING CHANGES

The Contract will be for the period of July 2020 through the end of June 2023.

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:

- Water Treatment Plant Design.
- Pump Station and Storage Tank Design.
- Dam Inspection and Design.
- Underground Utility Design.
- Preparation of plans and specifications for construction projects.
- Stormwater Management.
- Feasibility studies.
- Asset Management.
- Hydrogeology engineering services.
- Preparation of EGLE permit applications.
- Project Management
- Land surveying.
- Construction observation and administration/project.
- Operation and Maintenance Manuals and Staff Training for Water Treatment Services staff.
- Preparation of Standard Operating Procedures for Water Treatment Plant equipment, processes, or technologies.
- As-built construction plans.
- Public Engagement

EXHIBIT B-1
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 natures 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 provided in the Contractor's proposal. The total amount of fees to be paid under the amended Agreement shall not exceed \$1,050,000.00. The original contract amount was \$500,000.00. The Amendment No. 1 amount is \$550,000.00.