

EXHIBIT B-4

AMENDMENT NUMBER 5 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TETRA TECH
AND
THE CITY OF ANN ARBOR

This Amendment Number 5 (“Amendment”) is to the agreement between the City of Ann Arbor, (“City”) and Tetra Tech, Inc., (“Contractor”) for 2018 Ann Arbor Landfill Monitoring and Maintenance Program, which is dated July 5, 2017 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

- 1) Article V, Compensation of the Contractor, is amended to read as follows:

The Consultant shall be paid on the basis of time spent and materials used at the rates and prices specified, as amended for additional tasks by Amendment Number 1 (Exhibit B-1), Amendment Number 2 (Exhibit B-2), Amendment Number 3, Amendment 4 (Exhibit B-3), Amendment 5 (Exhibit B-4) for acceptable work performed and acceptable deliverables received. The Fiscal Year 22 and Fiscal Year 23 beginning July 1, 2021 and ending June 30, 2023 contract amount \$380,111 and contingency amount \$40,000. Total fee to be paid to the Consultant during the two year period Fiscal Year 22 and Fiscal Year 23 beginning July 1, 2021 and ending June 30, 2023 including contingency \$420,111.00 for the Services. 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 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 Michael Kovacich

Michael S. Kovacich, Principal
Hydrogeologist, Tetra Tech, Inc.

Date: 6/22/2021

For City of Ann Arbor

By Christopher Taylor 06/30/2021
CHRISTOPHER TAYLOR, MAYOR

By Jacqueline Beaudry 06/30/2021
JACQUELINE BEAUDRY, CITY CLERK

Date: _____

Tom Crawford 06/30/2021
TOM CRAWFORD, CITY ADMINISTRATOR

Craig Hupy 06/29/2021
CRAIG HUPY, PUBLIC SERVICES AREA ADMINISTRATOR
PROXY SIGNED BY VHARRISON

Stephen K. Postema 06/30/2021
STEPHEN POSTEMA, CITY ATTORNEY

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Work Breakdown Structure (WBS)					
	Task Number	Cost - Fiscal Year: July 1, 2021 to June 30, 2022	Cost - Fiscal Year: July 1, 2022 to June 30, 2023	Total Project Cost FY 2021- 2023	Budget Remaining to Date
CITY OF ANN ARBOR LANDFILL					
GROUNDWATER MONITORING PROGRAM					
	1				
	1.1	\$ 2,761	\$ 2,761	\$ 5,521	\$ 5,521
	1.2	\$ 9,661	\$ 9,661	\$ 19,321	\$ 19,321
	1.3	\$ 3,197	\$ 3,197	\$ 6,395	\$ 6,395
	1.4	\$ 2,136	\$ 2,136	\$ 4,272	\$ 4,272
	1.5	\$ 4,340	\$ 4,340	\$ 8,679	\$ 8,679
	1.6	\$ 5,118	\$ 5,118	\$ 10,235	\$ 10,235
	1.7	\$ 9,874	\$ 9,874	\$ 19,749	\$ 19,749
				\$ 74,171	\$ 74,171
LANDFILL GAS MONITORING PROGRAM					
	2				
	2.1	\$ 6,441	\$ 6,441	\$ 12,882	\$ 12,882
	2.2	\$ 6,438	\$ 6,438	\$ 12,876	\$ 12,876
	2.3	\$ 7,605	\$ 7,605	\$ 15,210	\$ 15,210
	2.4	\$ 9,612	\$ 9,612	\$ 19,224	\$ 19,224
	2.5	\$ 855	\$ 855	\$ 1,710	\$ 1,710
	2.6	\$ 4,092	\$ 4,092	\$ 8,184	\$ 8,184
	2.7	\$ 30,280	\$ -	\$ 30,280	\$ 30,280
				\$ 100,366	\$ 100,366
WASTEWATER MONITORING PROGRAM					
	3				
	3.1	\$ 5,306	\$ 5,306	\$ 10,612	\$ 10,612
	3.2	\$ 3,760	\$ 3,760	\$ 7,520	\$ 7,520
	3.3	\$ 3,115	\$ 3,115	\$ 6,231	\$ 6,231
	3.4	\$ 5,536	\$ 5,536	\$ 11,072	\$ 11,072
	3.5	\$ 1,481	\$ 1,481	\$ 2,962	\$ 2,962
				\$ 38,397	\$ 38,397
ENVIRONMENTAL SYSTEM MAINTENANCE ACTIVITIES					
	4				
	4.1	\$ 3,745	\$ 7,787	\$ 11,532	\$ 11,532
	4.2	\$ 27,039	\$ 27,039	\$ 54,077	\$ 54,077
	4.3	\$ 2,921	\$ 2,921	\$ 5,842	\$ 5,842
	4.4	\$ 1,222	\$ 1,222	\$ 2,444	\$ 2,444
				\$ 73,895	\$ 73,895
PROJECT OVERSIGHT					
	5				
	5.1	\$ 9,870	\$ 9,870	\$ 19,740	\$ 19,740
	5.2	\$ 1,114	\$ 1,114	\$ 2,228	\$ 2,228
	5.3	\$ 15,078	\$ 15,078	\$ 30,156	\$ 30,156
				\$ 52,124	\$ 52,124
SOLAR PROJECT ASSISTANCE					
	6				
	6.1	\$ 5,214	\$ -	\$ 5,214	\$ 5,214
	6.2	\$ 3,567	\$ -	\$ 3,567	\$ 3,567
	6.3	\$ 3,761	\$ -	\$ 3,761	\$ 3,761
	6.4	\$ 9,984	\$ -	\$ 9,984	\$ 9,984
	6.5	\$ 3,129	\$ -	\$ 3,129	\$ 3,129
	6.6	\$ 3,194	\$ -	\$ 3,194	\$ 3,194
	6.7	\$ 3,775	\$ -	\$ 3,775	\$ 3,775
	6.8	\$ 2,958	\$ -	\$ 2,958	\$ 2,958
	6.9	\$ 2,788	\$ 2,788	\$ 5,576	\$ 5,576
				\$ 41,158	\$ 41,158
		\$ 220,965	\$ 159,146	\$ -	\$ 380,111
	CONTINGENCY			\$ -	\$ 40,000
				TASK 1 - 6 and Contingency	\$ 420,111

* Reflects subcontractor costs for waste removal and well rehabilitation.

Amendment – Over \$25K Rev. 2020