

AMENDMENT NUMBER 3 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
STANTEC CONSULTING MICHIGN, INC. AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 ("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 WTP Professional Engineering Services RFP963 executed by the parties dated June 8, 2016 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 WTP Professional Engineering Services RFP963.
- 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, and as amended for additional tasks by Amendment Number 3 (Exhibit A-3). 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 as amended by Amendment Number 3 (Exhibit B-3) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$1,010,140.00. The original contract amount was \$200,000.00. The

Amendment No. 1 amount was \$410,140.00 and the Amendment No. 2 amount was \$200,000.00. The Amendment No. 3 amount is \$200,000.00. 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 June 8, 2016, 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 16, 2019.

For Consultant

By _____
Greg Schofer
Stantec Consulting Michigan, Inc.

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard S. Lazarus, City Administrator

By _____
Craig Hupy, Public Services Area Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

**EXHIBIT A-3
SCOPE OF SERVICES**

CONSTRUCTION CONTRACTING CHANGES

The Contract will be for the period of July 2016 through the end of June 2020.

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:

- Preparation of plans and specifications for construction projects.
- Preparation of specialized engineering studies.
- Preparation of MDEQ 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.
- As-built construction plans.
- On call response services.

**EXHIBIT B-3
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 included herein states natures and amount of compensation the Contractor may charge the City and replaces the schedule included in Exhibit B of the original Contract.

The fees for services shall be determined for each task, per RFP 963 and based upon the fee schedule included below. The total amount of fees to be paid under the amended Agreement shall not exceed \$1,010,140.00. The original contract amount was \$200,000.00, the Amendment No. 1 amount was \$410,140.00, and the Amendment No. 2 amount was \$200,000.00. The Amendment No. 3 amount is \$200,000.00.

Stantec Rate Schedule	
Job Titles	Billing Rate
Construction Technician	\$87 - \$105
CAD Technician	
Engineering Assistant	\$110 - \$121
Engineer-in-Training	
Construction Technician	
Administrative Support	
CAD Manager	\$131 - \$147
Designer	
Process Designer	
Project Engineer	
Senior Project Engineer	
Survey Manager	
Construction Technician	
Senior Civil Engineer	
Environmental Engineer	
Survey Crew Chief	
Associate	\$151 - \$184
Senior Associate	
Project Manager	
Field Services Manager	
Landscape Architect	

Job Titles	Billing Rate
Principal	\$184 - \$211
Senior Principal	
Survey Crew (1 person Crew)	\$160
Survey Crew (2 person Crew)	\$225

Stantec Project Team Member	Title	Billing Rate
Project Management / Team Leaders		
Greg Schofer, LEED AP	Project Manager, Associate	\$160
Paul Malocha, PE	QA/QC, Buildings, Dam Engineer	\$147
Walid Al-Ani, PE	Senior Civil Engineer	\$184
Core Staff		
Neil Wager	Process Designer/Project Engineer	\$147
Claire Martin, PW	Civil/Structural Engineer	\$147
Curtis Dux, PE	Mechanical Engineer	\$137
Paul Eros, PS	Survey Manager	\$147

Stantec will not raise these rates for the duration of the Contract extension, through June 30, 2020.