

MEMORANDUM

DATE: June 3, 2019

TO: Molly Maciejewski, Public Works Manager

FROM: Christina Gomes, Recycling and Solid Waste Program Coordinator

RE: Ann Arbor Landfill Monitoring and Maintenance FY2018-22
File No.:R-17-255
Amendment #2 to PSA for Tetra Tech

Attached for your review and signature is amendment #2 to the Professional Services Agreement with Tetra Tech, Inc. for environmental consulting services for the Ann Arbor Landfill Monitoring and Maintenance Program. This amendment #2 replaces Exhibit B with Exhibit B-2 and authorizes the use of the contingency for FY20/21 for the Services shall not exceed for each two year period \$297,511.

A request has been made from EGLE (Michigan Department of Environment, Great Lakes, and Energy), formerly the DEQ (Department of Environmental Quality) to the City to complete an additional seven sampling locations for PFAS. The selected seven monitoring wells and outfalls locations are at the City of Ann Arbor Landfill, it is anticipated that this request for additional PFAS sampling will be ongoing each year into the future. Therefore, an Amendment #3 will be presented to City Council in the following weeks for the additional funds that is beyond the scope of this contract; that will be necessary to complete this task.

Attachments:
Exhibit B2
Amendment #2

AMENDMENT NUMBER 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TETRA TECH, INC.
AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a municipal corporation, 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 (“City”) and Tetra Tech, Inc., a Michigan Corporation, having its offices at 710 Avis Drive, Suite 100, Ann Arbor, MI 48108 (“Consultant”) agree to amend the professional services agreement for the 2018 Ann Arbor Landfill Monitoring and Maintenance Program, project executed by the parties dated July 5, 2017 as follows:

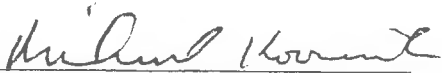
- 1) Article V, COMPENSATION OF CONTRACTOR is amended to read as follows:
 - A. The Consultant shall be paid on the basis of time spent and materials used at the rates and prices specified, as amended for additional tasks by Amendment Number 1 (Exhibit B-1), and Amendment Number 2 (Exhibit B-2) which replaces (Exhibit B) for acceptable work performed and acceptable deliverables received. The original contract amount was \$270,511, and contingency amount \$27,000. The total fee to be paid to the Consultant during each two year period Fiscal Year 18/19 and 20/21 for the Services shall not exceed \$297,511. 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 July 5, 2017, 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.

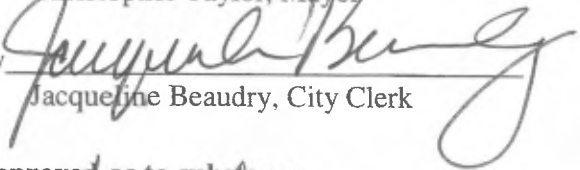
Dated this June 3, 2019.

For Consultant


By 
Michael Kovacich, Principal Hydrogeologist
Tetra Tech, 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

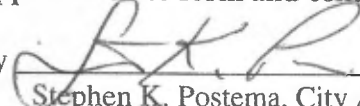
MRL By 
Stephen K. Postema, City Attorney

EXHIBIT B-2
COMPENSATION OF CONTRACTOR

General

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 herein. The Compensation Schedule below/attached states the nature and amount of compensation the Contractor may charge the City, line items are cost estimates only and reimbursement will be based on actual work completed, total compensation will not exceed for each two year period Fiscal Year 18/19 \$297,511 and 20/21 \$297,511.

Exhibit B
 ENVIRONMENTAL CONSULTING SERVICES
 ANN ARBOR LANDFILL
 MONITORING AND MAINTENANCE PROGRAM - FISCAL YEAR 2020-2021
 LABOR, ANALYTICAL AND OTHER DIRECT ESTIMATED COSTS

Task Number	Cost - Fiscal Year July 1, 2017 to June 30, 2018	Cost - Fiscal Year July 1, 2018 to June 30, 2019	Cost - Fiscal Year July 1, 2019 to June 30, 2020	Cost - Fiscal Year July 1, 2020 to June 30, 2021	Total Estimated Project Cost FY 2017-2019	Total Estimated Project Cost FY 2020-2021	Budget Remaining to Date
CITY OF ANN ARBOR LANDFILL							
GROUNDWATER MONITORING PROGRAM							
1		2,772 \$	2,772 \$	2,772 \$	5,543 \$	2,772 \$	5,543 \$
1.1	\$	9,063 \$	9,063 \$	9,063 \$	18,125 \$	9,063 \$	18,125 \$
1.2	\$	2,386 \$	2,386 \$	2,386 \$	4,771 \$	4,771 \$	4,771 \$
1.3	\$	1,874 \$	1,874 \$	1,874 \$	3,748 \$	3,748 \$	3,748 \$
1.4	\$	4,294 \$	4,294 \$	4,294 \$	8,588 \$	8,588 \$	8,588 \$
1.5	\$	6,762 \$	6,762 \$	6,762 \$	13,523 \$	13,523 \$	13,523 \$
1.6	\$	12,500 \$	12,500 \$	12,500 \$	25,000 \$	25,000 \$	25,000 \$
1.7	\$	19,544 \$	19,544 \$	19,544 \$	39,088 \$	39,088 \$	39,088 \$
1.8	\$						
1.9	\$						
			20,250 \$	20,250 \$	20,250 \$	20,250 \$	20,250 \$
					66,342 \$	83,911 \$	93,911 \$
LANDFILL GAS MONITORING PROGRAM							
2		5,945 \$	5,945 \$	5,945 \$	11,890 \$	5,945 \$	11,890 \$
2.1	\$	6,236 \$	6,236 \$	6,236 \$	12,472 \$	6,236 \$	12,472 \$
2.2	\$	8,047 \$	8,047 \$	8,047 \$	16,094 \$	8,047 \$	16,094 \$
2.3	\$	252 \$	252 \$	247 \$	504 \$	495 \$	495 \$
2.4	\$	8,940 \$	8,940 \$	8,940 \$	17,880 \$	8,940 \$	17,880 \$
2.5	\$	4,845 \$	4,845 \$	4,845 \$	9,690 \$	4,845 \$	9,690 \$
2.6	\$	800 \$	800 \$	800 \$	1,600 \$	800 \$	1,600 \$
2.7	\$	3,940 \$	3,940 \$	3,940 \$	7,880 \$	3,940 \$	7,880 \$
2.8	\$						
					72,133 \$	72,133 \$	72,133 \$
WASTEWATER MONITORING PROGRAM							
3		4,666 \$	4,666 \$	4,666 \$	9,332 \$	4,666 \$	9,332 \$
3.1	\$	3,601 \$	3,601 \$	3,601 \$	7,202 \$	3,601 \$	7,202 \$
3.2	\$	2,058 \$	2,058 \$	2,058 \$	4,116 \$	2,058 \$	4,116 \$
3.3	\$	5,060 \$	5,060 \$	5,060 \$	10,120 \$	5,060 \$	10,120 \$
3.4	\$	564 \$	564 \$	564 \$	1,128 \$	564 \$	1,128 \$
3.5	\$						
					33,025 \$	33,025 \$	33,025 \$
ENVIRONMENTAL SYSTEM MAINTENANCE ACTIVITIES							
4		3,706 \$	3,706 \$	3,706 \$	7,412 \$	3,706 \$	7,412 \$
4.1	\$	14,824 \$	14,824 \$	14,824 \$	29,648 \$	14,824 \$	29,648 \$
4.2	\$	3,111 \$	3,111 \$	3,111 \$	6,222 \$	3,111 \$	6,222 \$
4.3	\$	1,076 \$	1,076 \$	1,076 \$	2,152 \$	1,076 \$	2,152 \$
4.4	\$						
					59,133 \$	59,133 \$	59,133 \$
PROJECT OVERSIGHT							
5		1,313 \$	1,313 \$	1,313 \$	2,626 \$	1,313 \$	2,626 \$
5.1	\$	1,008 \$	1,008 \$	1,008 \$	2,016 \$	1,008 \$	2,016 \$
5.2	\$	6,226 \$	6,226 \$	6,226 \$	12,452 \$	6,226 \$	12,452 \$
5.3	\$	974 \$	974 \$	974 \$	1,948 \$	974 \$	1,948 \$
5.4	\$						
					19,042 \$	19,042 \$	19,042 \$
CONTINGENCY							
6		9,503 \$	9,503 \$	9,503 \$	19,006 \$	9,503 \$	19,006 \$
6.1	\$	6,199 \$	6,199 \$	6,199 \$	12,398 \$	6,199 \$	12,398 \$
6.2	\$	10,886 \$	10,886 \$	10,886 \$	21,772 \$	10,886 \$	21,772 \$
6.3	\$						
					26,600 \$	26,600 \$	26,600 \$
		126,641 \$	126,641 \$	126,641 \$	253,282 \$	126,641 \$	253,282 \$
					270,507 \$	209,596 \$	141,929 \$
					297,107 \$		
					TASK 1 - 6 and Contingency	TASK 1 - 6 and Contingency	381,124.89

* Reflects subcontractor costs for waste removal and well rehabilitation