

**CITY OF ANN ARBOR
AMENDMENT NUMBER 1 TO THE
PROFESSIONAL SERVICES
AGREEMENT BETWEEN
NOVA CONSULTANTS, INC.
AND THE CITY OF ANN ARBOR FOR
FINAL SOLAR DESIGNS AT MULTIPLE CITY FACILITIES**

This Amendment Number 1 (“Amendment”) is to the Professional Services Agreement between the City of Ann Arbor, (“City”) and NOVA CONSULTANTS, INC., (“Contractor”) for Final Solar Designs at Multiple City Facilities, which is dated November 28, 2023 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

1. Article 1, **DEFINITIONS**, is amended to read as follows:

Administering Service Area means **Administration**.

Contract Administrator means Missy Stults, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Services means Final Solar Designs at Multiple City Facilities as further described in Exhibit A and Fire Station 3 Circuit Tracing and Battery Storage Design as further described in Exhibit C.

2. Article 5, **COMPENSATION OF CONTRACTOR**, is amended to read as follows:

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$156,006.46, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedules in Exhibit B and Exhibit C. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in the attached Exhibit B or Exhibit C. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.

- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B or Exhibit C.

- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably

competent professional or when Contractor has actual notice of a defect.

3. The Agreement is amended to include Exhibit C immediately following Exhibit B.

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]

NOVA CONSULTANTS, INC.

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ANN ARBOR

By: _____
Name: Milton Dohoney Jr.
Title: City Administrator
Date: _____

Approved as to form:

By: _____
Name: Atleen Kaur
Title: City Attorney
Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____