

**AMENDMENT NUMBER 4 TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
HUBBELL, ROTH & CLARK, INC.  
AND THE CITY OF ANN ARBOR FOR THE  
WWTP HEADWORKS IMPROVEMENT PROJECT**

This Amendment Number 4 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and Hubbell, Roth & Clark, Inc, ("Contractor") for Professional Engineering Services, which is dated January 14, 2020 ("Agreement") for engineering design services for improvements to the wastewater treatment plant (WWTP) headworks treatment equipment. City and Contractor agree to amend the Agreement as follows:

1. **Article V, COMPENSATION OF CONTRACTOR** is amended to read as follows:
  - A. The Contractor shall be paid in the manner set forth in Exhibit B of the original Agreement dated January 14, 2020, Exhibit B-1 of Amendment No. 1, Exhibit B-2 of Amendment No. 2, and Exhibit B-3 of Amendment No. 3 and Exhibit B-4 of this Amendment No. 4. Payment shall be made monthly, unless another payment term is specified in Exhibit B, B-1, B-2, B-3 and B-4, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed **One Million Eight-Hundred and ninety-nine Thousand, Eight-Hundred-Seventy-Five Dollars and Fifty-Three Cents (\$1,899,875.53).**

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.

**HUBBELL, ROTH & CLARK, INC.**

**CITY OF ANN ARBOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Thomas Maxwell, P.E.

Name: Milton Dohoney Jr.

Title: Partner/Vice President

Title: City Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to substance:**

By: \_\_\_\_\_

Name: Sue F. McCormick

Title: Interim Public Services Area  
Administrator

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_

Name: Atleen Kaur

Title: City Attorney

Date: \_\_\_\_\_

**CITY OF ANN ARBOR**

By: \_\_\_\_\_

Name: Christopher Taylor

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jacqueline Beaudry

Title: Clerk

Date: \_\_\_\_\_