

**AMENDMENT NUMBER 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN HARPER ELECTRIC, INC.
AND THE CITY OF ANN ARBOR FOR ON-CALL ELECTRICAL SERVICES**

This Amendment Number 3 (“Amendment”) is to the agreement between the City of Ann Arbor, (“City”) and Harper Electric, Inc., (“Contractor”) for On-Call Electrical Services, which is dated July 25, 2019 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

- 1) Article II, Duration, is amended to read as follows:

II. DURATION

This Agreement shall become effective on July 25, 2019, and shall remain in effect until satisfactory completion of the Services specified below or June 30, 2023, whichever is earlier, unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

Subject to the availability of funding, this Agreement was extended by the City Administrator for one additional two-year period at the hourly rates provided in the Contractor’s fee proposal in response to RFP #19-17, but in no event shall the total compensation to Contractor exceed \$800,000.00 over the life of the contract including the extension period.

- 2) Article V, Compensation, is amended to read as follows:

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B, but compensation to Contractor during FY22 shall not exceed \$525,000.00 and the total compensation to Contractor over the duration of the contract including extension periods shall not exceed \$800,000.00. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City

upon request and submitted in summary form with each invoice.

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 Brian Howard VP

Its:
Date: 11/22/21

For City of Ann Arbor

By Christopher Taylor 12/14/2021
CHRISTOPHER TAYLOR, MAYOR

By Jacqueline Beaudry 12/15/2021
JACQUELINE BEAUDRY, CITY CLERK

Date: _____

Approved as to substance

Milton Dohoney Jr 12/13/2021
MILTON DOHONEY JR., INTERIM CITY ADMINISTRATOR

Service Area Administrator

Approved as to form and content

Stephen K. Postema 12/13/2021
STEPHEN POSTEMA, CITY ATTORNEY