

**CITY OF ANN ARBOR
AMENDMENT NUMBER 2 TO THE
PROFESSIONAL SERVICES
AGREEMENT BETWEEN
WADE TRIM ASSOCIATES INC
AND THE CITY OF ANN ARBOR FOR
ENGINEERING DESIGN SERVICES**

This Amendment Number 2 (“Amendment”) is to the agreement between the City of Ann Arbor, (“City”) and WADE TRIM ASSOCIATES INC, (“Contractor”) for Professional Services Agreement (PSA) which is dated 08-25-2022 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

1. Article III, Section A SERVICES is amended to read as follows:

The Consultant agrees to provide **Engineering Design Services** (“Services”) in connection with the Project as described in Exhibit A of the original Agreement dated August 15, 2022 and Exhibit A-1 of this Amendment No. 2. 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.

2. Article V, Section A COMPENSATION OF CONSULTANT is amended to read as follows:

The Consultant shall be paid in the manner set forth in Exhibit B of Amendment No. 1 to this Agreement dated July 6, 2023 and Exhibit B-1 of this Amendment No. 2. Payment shall be made monthly, unless another payment term is specified in Exhibit B and B-1, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all services performed during the term of this Agreement shall not exceed **Eight Hundred Seventy Eight Thousand Seven Hundred Twenty Dollars and Sixty Cents (\$878,720.60)**.

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.

WADE TRIM ASSOCIATES INC

By: _____
Name: Christopher E. Wall
Title: Vice President
Date: _____

CITY OF ANN ARBOR

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

Approved as to substance:

By: _____
Name: Derek Delacourt
Title: Community Services Area
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: _____