

AMENDMENT NUMBER 5 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VARNUM LLP  
AND  
THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("CITY") and Varnum LLP, formerly Varnum, Riddering, Schmidt & Howlett, LLP, having its offices at 333 Bridge Street NW, Grand Rapids, MI 49504 ("FIRM") agree to amend the professional services agreement for professional legal services relative to the City of Ann Arbor's National Pollution Discharge Elimination System Permit conditions dated November 30, 2000, and amended in March of 2002, September of 2005, and November of 2015, as follows:

- 1) Paragraph A of Article III, COMPENSATION OF FIRM, is amended to read as follows:
  - A. The FIRM shall be paid on the basis of time spent and expenses incurred, including expenses for expert consultant and/or witnesses, at the rates specified and as otherwise provided in Exhibit B, First Amended Exhibit B, Second Amended Exhibit B and Third Amended Exhibit B. The total amount to be paid to the FIRM for the SERVICES shall not exceed Five Hundred Twenty-Five Thousand Five Hundred Dollars (\$525,500.00). Payment shall be made monthly following receipt of invoices submitted by the FIRM, and approved by the City Attorney. The invoices shall include a detailed report of the FIRM's activities for the month.

All terms, conditions, and provisions of the original Agreement between the parties executed November 30, 2000, as amended in March of 2002, September of 2005, November of 2015, and March of 2017, unless specifically amended above, are to apply to this third amendment and are made a part of this third amendment as though expressly rewritten, incorporated, and included herein.

This third amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this \_\_\_\_\_, 2019.

For Contractor

For City of Ann Arbor

By \_\_\_\_\_  
Matthew D. Zimmerman, Partner

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

Approved as to substance

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

\_\_\_\_\_  
Craig A. Hupy, PE, Public Services Area  
Administrator

Approved as to form and content

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**FIFTH AMENDMENT TO EXHIBIT B  
SCHEDULE OF FEES AND COSTS**

Effective October 1, 2019, this Fifth Amended Exhibit B replaces the original Exhibit B, as amended by First Amended Exhibit B, Second Amended Exhibit B, Third Amended Exhibit B, and Fourth Amended Exhibit B.

I. General

The FIRM shall be paid for those SERVICES performed pursuant to this Agreement inclusive of all reimbursable expenses, an amount not to exceed Five Hundred Twenty-Five Thousand Five Hundred Dollars (\$525,500.00) in accordance with the terms and conditions herein and with Exhibit A and Addendum to Exhibit A in particular. The Fee Schedule below states the maximum hourly billable rate the FIRM may charge the CITY for performance hereof.

II. Fee Schedule

Billable hourly rates for work for the Huron River Watershed Group, of which the City is a member, shall be as follows:

Matthew Zimmerman	\$340/hour
Aaron Phelps	\$333/hour
Kyle Konwinski	\$245/hour

Other attorneys and paralegals required for the SERVICES shall be billed at the FIRM's base rates.

Unless membership and the division of responsibility for costs change on or after October 1, 2019, the City will continue to pay 75% of the costs for work done for the Huron River Watershed Group.

III. Reimbursable Expenses

Reasonable expenses necessary to perform the SERVICES will be reimbursed. However, overtime clerical services will not be reimbursed without prior approval of the City Attorney. The rate shall be mutually agreed upon. Further, the FIRM shall submit an itemized statement of all expenditures.

IV. Expert Consultant/Witness Services

The FIRM will retain the following experts. The CITY will reimburse the FIRM 75% of the fees and expenses of these experts upon receipt of copies of detailed invoices from the experts as part of the FIRM's monthly invoices to the CITY:

John Lehman           \$200/hour (all services)  
Estimated total for LIMNOS, LLC, \$10,200.00 (CITY share \$7,650.00)

James Klang           \$150/hour (preparation and analysis);  
James Klang           \$225/hour (contested case hearing)  
Mark Kieser           \$165/hour (preparation and analysis)  
Estimated total for Kieser & Associates, LLC, \$16,485 (CITY share \$12,363.75)