

**AMENDMENT NUMBER 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OHM ADVISORS AND THE CITY OF ANN ARBOR
FOR GENERAL ENGINEERING SERVICES**

This Amendment Number 2 (Amendment) is to the agreement between the City of Ann Arbor ("City") and OHM Advisors ("Contractor") for General Engineering Services, which is dated June 14, 2019 ("Agreement") as amended by Amendment Number 1 dated April 9, 2021 ("Amendment Number 1"). The City and Contractor agree to amend the Agreement as follows:

- 1) Article II, DURATION, is amended to read as follows:
 - a. This Agreement shall remain in effect through June 30, 2024, to allow for the Contractor the necessary time to complete pending projects under this Agreement, and no new project assignments will be made under this Agreement.
- 2) Article V, COMPENSATION OF CONTRACTOR, Paragraphs A and B, are amended to read as follows:

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the unit rates and prices set forth in the Agreement as amended, including Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B or the applicable Work Statement, following receipt of invoices submitted by the Contractor and approved by the Contract Administrator. The total fee to be paid to the Contractor for Services shall not exceed \$706,500.00.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in the Agreement as amended. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.

All terms, conditions, and provisions of the original Agreement, as amended, 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 signatures on this Amendment may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

This Amendment to the Agreement between the parties shall be binding on the heirs, successors, and assigns of the parties.

For Contractor

By _____

Name _____

Title _____

Dated: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Milton Dohoney, City Administrator

Brian Steglitz,
Public Services Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

**EXHIBIT B3
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule on the following pages states nature and amount of compensation the Contractor may charge the City.