

AMENDMENT NUMBER THREE TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
AARON SEAGRAVES
AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 (“City”) and Aaron Seagraves, an individual (“Consultant”) agree to amend as follows the professional services agreement for Consultant to provide services to the City as Public Art Commission Administrator dated June 11, 2012, as amended by Amendment No. 1, executed by the parties May 6, 2013, and Amendment No.2, executed by the parties June 4, 2013, because the continued services of Consultant are required:

- 1) Paragraph 4 is amended to read as follows:

Consultant’s total compensation for services provided during the contract period, June 11, 2012, through December 31, 2013, for acceptable work performed and acceptable Deliverables received shall not exceed forty-eight thousand nine hundred and no/100 dollars (\$48,900.00). Detailed invoices shall be prepared and submitted every two weeks by the Consultant which shall include the nature of the service performed and the hours expended on provision of the service. The Consultant is expected to perform the Services spending an average of approximately 20 hours per week and is responsible for managing his time so as to be able to do that. The Consultant will be paid twenty-eight and 85/100 dollars (\$28.85) per hour for time spent to provide the Services. Payment shall be made bi-weekly following receipt of invoices submitted by the Consultant and approved by the Public Services Area Administrator.

The Consultant will be compensated for Services performed in addition to the Services described in Exhibit A only when those additional Services have received prior written approval of the Public Services Area Administrator. Compensation will be on the basis of reasonable time spent at an average of approximately twenty (20) hours of each week according to the schedule of rates in Second Amended Exhibit B. The Public Services Area Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.

The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

- 2) Paragraph 5 is amended to read as follows

This Agreement shall be in effect from June 11, 2012, through December 31, 2013, unless terminated earlier under Paragraph 6. . The City may extend this

agreement thereafter under similar terms and conditions. The City will notify the Consultant in writing on or before November 1, 2013, that the City intends either to extend or not extend this Agreement beyond December 31, 2013. Consultant understands that each extension is subject to approval by the Ann Arbor City Council and is dependent on funds being available in the City's budget.

All terms, conditions, and provisions of the original agreement between the parties dated June 11, 2012, as previously amended by Amendment No. 1 and Amendment No. 2, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

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

Dated this _____, 2013.

For Consultant

FOR THE CITY OF ANN ARBOR

By: _____
Aaron Seagraves

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steve Powers, City Administrator

Craig Hupy, Public Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

SECOND AMENDED EXHIBIT B
COMPENSATION FOR SERVICES

Compensation Rate

Payment to the Consultant is based on an hourly rate of \$28.85 per hour.

The total amount during the June 11, 2012, through December 31, 2013, term shall not exceed forty-eight thousand nine hundred and no/100 dollars (\$48,900.00).