

AMENDMENT NO. 3
to the
AGREEMENT FOR OPERATIONS,
MAINTENANCE AND MANAGEMENT SERVICES
for the
CITY OF STEVENSON, WASHINGTON

This Amendment No. 3 (the "Amendment") to the Agreement for Operations, Maintenance and Management Services for the City of Stevenson, Washington effective as of December 23, 2014 (the "Agreement") is made and entered into this ____ day of _____ 2017 by and between the City of Stevenson, Washington (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL").

NOW THEREFORE, Owner and CH2M HILL agree to amend the Agreement as follows:

1. Article D.1.1 is hereby deleted in its entirety and replaced with the following:

D.1.1 Owner shall pay to CH2M HILL as compensation for services performed under this Agreement a Base Fee of One Hundred Twenty Nine Thousand Nine Hundred Fifty Dollars (\$129,950) for the period January 1, 2018 through December 31, 2018. Subsequent years' Base Fees shall be determined as hereinafter specified in Appendix D.4 below.

The Base Fee is estimated on hauling 672,000 gallons or 79,584 lbs of solids during this contract year and any additional hauling will be negotiated by both Parties.

2. Article D.1.2.01 is hereby deleted in its entirety and replaced with the following:

D.1.2.01 The total amount CH2M HILL shall be required to pay for Repairs shall not exceed the annual Repairs Limit of Five Thousand Dollars (\$5,000) during the period referenced in Appendix D.1.1 of this Agreement. CH2M HILL shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit, and Owner shall pay CH2M HILL for all repairs in excess of such limit. CH2M HILL will rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit.

This Amendment together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF STEVENSON, WA



Name: Gary Young
Title: Manager of Projects
Date: 12-13-2017

Name: Frank Cox
Title: Mayor
Date: _____