

**AMENDMENT NO. 4**  
**to the**  
**OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES**  
**for**  
**CITY OF SWEET HOME, OREGON**

This Amendment is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Sweet Home (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"). This is Amendment No. 4 to the Restated Agreement (herein after the "Agreement") dated September 8<sup>th</sup>, 2015 between Sweet Home and CH2M HILL OMI.

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

1. Section 5.1 is deleted in its entirety and replaced with the following:
  - 5.1 The initial term of this Agreement shall commence on July 1, 2015 and end on July 1, 2021 at 8:00 AM.
2. Owner shall pay CH2M HILL OMI a demobilization fee as described in section 5.3 of the Service Agreement.
3. The following Section 20 is added to the Agreement:

**20. NON-DISPARAGEMENT**

Both parties agree and covenant that they will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other party or the other party's affiliates or their respective businesses, or any of their respective employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties. This Section 20 does not, in any way, restrict or impede a party from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

4. Appendix E.1.1. is deleted in its entirety and replaced with the following:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement, a Base Fee of One Million Ninety Three Thousand One Hundred and Eight Dollars (\$1,093,108) for the 2020-2021 contract year.

5. Section E.1.4 is deleted in its entirety and replaced with the following:

E.1.4. The total amount CH2M HILL OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of \$30,000, as more specifically set below during the period beginning on June 1, 2020 through May 31, 2021. It is acknowledged and understood that for the current year, the Repairs Limit has already been reached. Upon execution of this Amendment by both parties, CH2M HILL OMI will issue the corresponding reconciliation invoice for the Repairs Limit excess from current contract year start through the end of March, 2021 for Owners processing and payment and will continue to invoice for any such excess on a monthly basis through May, 2021, provided that the total amount shall not exceed \$60,000. In the event that additional repairs are needed, CH2M HILL OMI shall request and obtain specific Owner approval before proceeding. If such approval is not obtained in advance, CH2M HILL OMI will not be reimbursed for such excess costs. Owner shall have the right but not the obligation to self-perform or direct hire any repairs to be completed that exceed the referenced \$60,000 threshold. Beginning June 1, 2021, the Owner shall pay for all Repairs directly upon request of CH2M HILL OMI. CH2M HILL OMI shall not be liable for any resulting damage or injury caused by Repairs requested by CH2M HILL OMI but not provided or paid for by Owner on a timely basis.

With the execution of this Amendment No.4, both parties acknowledge that the fulfillment of each party's obligations as set forth in this Amendment No. 4, shall be in full satisfaction of each party's obligations under the Agreement. Upon the successful completion of the obligations set forth in this Amendment (including full payment of all invoiced amounts), the parties hereby fully and forever release and discharge each other (including their employees, officers, directors, shareholders, representatives, subsidiaries, affiliates and insurers) from any and all claims, demands, complaints, damages, suits, obligations, costs, expenses, accounts, promises, causes of action or actions, losses, and liabilities of every kind and nature whatsoever, whether at law or in equity, whether now known or unknown, direct or indirect, due or to become due, contingent or otherwise, which they now have or hold, or at any time have held in connection with the Agreement.

All other terms and conditions of the Agreement remain in full force and effect.

Both parties indicate their approval of this Amendment by their signatures below.

OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.

CITY OF SWEET HOME

Authorized signature:

Authorized signature:

\_\_\_\_\_  
Name: Efrain Rodriguez  
Title: Designated Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title: Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title: City Manager  
Date: \_\_\_\_\_