

AMENDMENT NUMBER 1 TO  
GENERAL SERVICES AGREEMENT  
BETWEEN  
UTILITIES INSTRUMENTATION SERVICES, INC  
AND  
THE CITY OF ANN ARBOR

The City of Ann Arbor, a municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and Utilities Instrumentation Services, Inc, a Michigan Corporation, having its offices at 2290 Bishop Circle East, Dexter, MI 48130 (“Consultant”) agree to amend the general services agreement for electrical and instrumentation services executed by the parties dated July 6, 2016 as follows:

- 1) Article I, DEFINITIONS is amended to read as follows
  - A. Administering Service Areas/Units means Water Treatment Services Unit.
  - B. Contract Administrator means Water Treatment Services Manager or whomever the Contract Administrator may from time to time designate.
  - C. Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Contractor under this Agreement.
  - D. Project means Electrical and Instrumentation Services.
  
- 2) Article III., SERVICES, is amended to read as follows:
  - A. The Consultant agrees to provide electrical and instrumentation services ("Services") in connection with the electrical and instrumentation services as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.
  
- 3) Article V, COMPENSATION OF CONSULTANT is amended to read as follows:
  - A. The Consultant shall be paid on the basis of time spent and materials used at the rates and prices specified in Exhibit B for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$195,000.00. The original contract amount was \$120,000.00. The Amendment No. 1 amount is \$75,000.00. Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties executed July 6, 2016, 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 March 6, 2018.

**For Consultant**

By \_\_\_\_\_  
Gary Walls  
Its: President

**For City of Ann Arbor**

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

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

**Approved as to substance**

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

By \_\_\_\_\_  
Craig Hupy, Public Services Area Administrator

**Approved as to form and content**

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