

AMENDMENT NUMBER 3 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
UTILITIES INSTRUMENTATION SERVICE 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 Service, a Michigan Corporation, having its offices at 2290 Bishop Circle East, Dexter, MI 48130 (“Consultant”) agree to amend the services agreement for the Electrical and Instrumentation Support Services executed by the parties dated October 18, 2019 as follows:

- 1) Article I, DEFINITIONS is amended to read as follows
 - A. Administering Service Areas/Units means City of Ann Arbor Water Treatment Services Unit.
 - B. Contract Administrator means Mike Switzenberg, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.
 - C. Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement.
 - D. Project means Electrical and Instrumentation Support Services.

- 2) Article III., SERVICES, is amended to read as follows:
 - A. The Contractor agrees to provide Electrical and Instrumentation Support ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:
 - Contracts and Exhibits
 - Invitation to Bid No. 19-23 and all Addendum thereto (if any)
 - Bid Proposal of Contract, dated August 7, 2019, and restated and attached as Exhibit A and Exhibit A-2.
 - Proposal of Contractor, dated January 3, 2020, and restated and attached as Exhibit A-1 in Amendment No. 1.
 - Proposal of Contractor, dated August 2, 2021, and restated and attached as Exhibit A-3 in Amendment No. 3.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in word that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over t any conflicting requirement(s) of a document listed later.

The City retains the right to makes 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.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services of the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) expect when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports or surveys.

3) Article V, COMPENSATION OF CONSULTANT is amended to read as follows:

- A. The Contractor shall be paid on the basis of the time spent and materials used at the rates and prices specified in Exhibit B for acceptable work performed and acceptable deliverables received. Scope defined in Amendment No. 3 shall be paid on the basis of time spent and materials used at the rated and prices as amended by Amendment Number 3 (Exhibit B-3) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Contractor for the Services shall not exceed \$1,736,117.87. The original contract amount was \$120,000.00, the Amendment No. 1 amount was \$1,280,000.00 and the Amendment No. 2 amount was \$160,000.00. Amendment No. 3 amount is \$176,117.87.

Payment shall be made monthly following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

- B. The Contractor will be compensated for the Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoices.

All terms, conditions, and provisions of the original agreement between the parties executed October 18, 2019, 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 September 8, 2021.

For Consultant

By _____
Gary Walls, President
Utilities Instrumentation Service

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
John Fournier, Assistant City Administrator

By _____
Craig Hupy, Public Services Area Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

EXHIBIT A-3
SCOPE OF SERVICES



Date	August 2, 2021	Customer	Ann Arbor	To	Emily Schlanderer
Description	Coating Repairs to Filter Influent Pipeline - Phases 1B and 2B				eschlanderer@a2gov.org
Quote #	211779				
Estimator	Ken Wesley	Email	ken.wesley@uiscorp.com		

Scope of Work	Cost
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Provide coating repairs to the Filter Influent Piping (phases 2A and 2B) as follows:

Painter's Scope (See attached)	\$127,483.00
3rd Party Inspection/Lead Removal Requirements	\$10,000.00
Project Management, Construction Observation	\$15,000.00
Contingency (10%)	\$15,248.30
Markup (5%)	\$8,386.57
Total	\$176,117.87

UIS SCADA Approved by

Date August 2, 2021

Please make Purchase Orders/Subcontracts out to: **UIS SCADA, Inc. and reference Quote #211779**

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

- Offer.** These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services – Ohio, LLC., UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Seller"). These Terms are incorporated into each Order Confirmation issued by Seller to a purchaser of such products or services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.
- Acceptance.** A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement, and shall not include any terms and conditions contained in Purchaser's purchase order or similar document. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.
- Prices.** Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable taxes.
- Payment Terms.** Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser disputes any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoice amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.
- Shipping and Delivery.** All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

UIS Group of Companies
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power

6. Proprietary Materials. Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible (including software and SaaS Services), furnished by Seller in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with an Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses. Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufacturers of such products.

8. SaaS Services. A. Seller will provide Purchaser with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Purchaser's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Purchaser shall ensure that Authorized Users are registered in the SaaS Services with a unique User ID and a unique password. For purposes of this Agreement, "Authorized Users" means individuals who are authorized to use the SaaS Services pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Confirmation, for whom subscriptions to SaaS Services have been procured, and who have been supplied user identifications and passwords by Purchaser (or by Seller at Purchaser's request). Authorized Users may include Purchasers' employees and Purchasers' agents and third-party contractors and their employees authorized by Purchaser and/or approved by Seller to access the SaaS Services. **B.** Purchaser is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Authorized Users may only use the SaaS Services during the term of the applicable Order Confirmation. **C.** Except as otherwise explicitly provided in this Agreement, Purchaser and its Authorized Users will not, and will not permit third parties to: (a) use the SaaS Services except as expressly authorized in this Agreement; (b) access or use the SaaS Services to circumvent or exceed the applicable restrictions; (c) use any device, software, or routine that interferes or disrupts any application, function, or use of the SaaS Services; (d) copy, modify, translate, transmit, reproduce, distribute, republish, display, frame, or mirror the SaaS Services, except as permitted by this Agreement; (e) decompile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Services or any part of the SaaS Services or otherwise attempt to discover any source code or create derivative works of the SaaS Services; (f) rent, lease, resell, sublicense, or otherwise permit third parties to access or use the SaaS Services; (g) use the SaaS Services to provide services to third parties (e.g., as a service bureau or to otherwise provide data processing services to third parties); (h) circumvent or disable any security or other technological features or measures of any SaaS Services or any part of the SaaS Services; (i) use the SaaS Services to build a similar or competitive product or service; (j) create user accounts under false or fraudulent pretenses; (k) except as provided in an Order Confirmation, create shared or generic identifications and passwords to any SaaS Services; (l) use the SaaS Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (m) use the SaaS Services to send or store viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (n) access the SaaS Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (o) remove, alter or obscure any of the intellectual property rights notice(s) or restrictive legend(s) embedded in or that Seller otherwise provides with the SaaS Services; (p) interfere with or disrupt the integrity or performance of the SaaS Services; or (q) obtain unauthorized access to the SaaS Services (including without limitation permitting access to or use of the SaaS Services via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users). **D.** Purchaser shall at all times: (a) provide Seller with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Seller in order to provide the SaaS Services, including, but not limited to, providing Purchaser materials and security access, information, and software interfaces to Purchaser's business applications; (b) provide such personnel assistance as may be reasonably requested by Seller from time to time; and (c) carry out in a timely manner all other Purchaser responsibilities set forth in this Agreement. In the event of any delay in Purchaser's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Purchaser, Seller may adjust its performance as reasonably necessary to account for such delays.

E. Purchaser is responsible for complying with any applicable laws relating to its or any Authorized User's use of the SaaS Services including, without limitation, all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines. Without limiting the generality of the foregoing, Purchaser is solely responsible for: (a) ensuring that Purchaser and Seller, acting on Purchaser's behalf, have the right to collect, use and share Purchaser any personal data and related materials via the SaaS Services; and (b) providing adequate notice to, and obtaining any necessary consents as required under applicable laws, with respect to the Purchaser materials and Purchaser intellectual property collected, used and shared by Purchaser, or by Seller on Purchaser's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Purchaser or any Authorized User shall not use the SaaS Services to collect, upload, retrieve, transmit, send, or store (i) any information that could directly identify a person, including, without limitation, government issued ID numbers, individual medical or health information (including protected health information under HIPAA), individual financial information, an individual's name (last name plus first name or first initial), or birth date; (ii) security codes, passwords, credit or debit card numbers; (iii) any data that falls under the sensitive or special data definitions of any applicable privacy law or self-regulatory principle; or (iv) any data collected from sites directed to children under the age of sixteen (16) or from children whose age Purchaser knows to be under sixteen (16) in violation of applicable law. Seller and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Purchaser materials or Purchaser intellectual property that violate any of the terms of this Agreement or any applicable law. **F.** In connection with the operation of the SaaS Services, Seller may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Purchaser hereby irrevocably authorizes Seller to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Seller will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Seller or the SaaS Services. **G.** Purchaser or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Purchaser of any Authorized User provides any Feedback to Seller, orally or in writing, Purchaser hereby grants to Seller and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. **H.** Seller may immediately suspend the SaaS Services if Seller reasonably determines that the Purchaser is not materially complying with this Agreement, or Purchaser is using the SaaS Services in a manner that could cause damage to Seller's business or reputation, or otherwise reflect unfavorably upon Seller, its affiliates, or its partners. Seller shall notify the Purchaser promptly following any such suspension taking effect.

9. Design. Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

10. Warranty. (a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective. (b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. (c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

11. Liability Limitation. Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from any cause whatsoever, including without limitation: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

12. Termination. In the event that Purchaser fails to perform any of its obligations stated in the Agreement, including the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

13. Right of Entry. If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

14. Force Majeure. Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, pandemics, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Products or Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Products or Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

15. Employee Solicitation. Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

16. Indemnification. Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, fines and related losses including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the Agreement between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage.

17. Survival/Entire Agreement/Waiver/Applicable Laws. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order. The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller. Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.



DATE: 5/3/2021

PROJECT: Ann Arbor Water Treatment Plant Pipe Gallery Painting

SECTIONS: Painting

Influent Piping Total (Phases 1B and 2B) = \$127,483.00

FROM: Eric Lonsway

BASE BID: \$192,735.00

- **Phase 1A: \$59,616.00** (effluent header, and stubs – filters 11-20)
- **Phase 2A: \$28,433.00** (effluent header, and stubs – filters 21-26)
- **Phase 1B: \$50,385.00** (influent header, and stubs – filters 11-20)
- **Phase 2B: \$54,301.00** (influent header, and stubs – filters 21-26)

\$104,686.00

ADD FOR FULL CONTAINMENTS: \$49,679.00

- **Phase 1A: \$16,808.00** (effluent header, and stubs – filters 11-20)
- **Phase 2A: \$10,074.00** (effluent header, and stubs – filters 21-26)
- **Phase 1B & 2B: \$22,797.00** (total for influent header – filters 11-26)

INCLUDES:

- **SP1, SP2 and SP3 Prep on Existing Piping**
- **Spot Priming Followed by Epoxy, Urethane Overcoat System as Specified By Carboline, Stencils After Painting Completion**
- **Cover Up of Flooring to Collect Misc. Dust and Debris**
- **Scaffold for Accessing Work**

EXCLUDES:

- **Base Numbers Exclude Full Enclosure Containment**
- **Blasting and Removing Existing Coatings**
- **Dixon Engineering Inspection Services**
- **Disposal of Plastic and Miscellaneous (Assumes Using Site Dumpster for Plastic)**
- **Dehumidification and Heat for Conditions**
- **Excludes Air Monitoring and 3rd Party Testing Services**

Please let me know if you need anything else,

THANKS,

ERIC LONSWAY

Murray Painting

V.P. of Estimating and Project Management

989-695-8152 Office

989-737-3683 Cell

EXHIBIT B-3
FEE SCHEDULE

Additional Fees are broken down as follows:

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 as set in the original Contract. The Compensation Schedule included in the Exhibit B of the original Contract states natures and amount of compensation the Contractor may charge the City.

The not-to-exceed amount for the electrical and instrumentation support services detailed in Exhibit A of the original Contract is \$280,000.00 for the duration of the agreement.

The not-to-exceed amount for Amendment No. 1 was \$1,280,000.00 is broken down in Table 1 – Engineer’s Estimated Construction Cost of Technical Memo 3 (included in Exhibit A-1).

The not-to-exceed amount for Amendment No. 3 is \$176,117.87 and is broken down in the attached proposal attached in Exhibit A-3.

The total not-to-exceed amount for this Contract is \$1,736,117.87.