

**AMENDMENT NUMBER 1 TO THE
GENERAL SERVICES AGREEMENT
BETWEEN
UTILITIES INSTRUMENTATION SERVICE INC
AND THE CITY OF ANN ARBOR FOR
ELECTRICAL AND INSTRUMENTATION SUPPORT SERVICES**

This Amendment Number 1 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and UTILITIES INSTRUMENTATION SERVICE, INC, ("Contractor") for General Services Agreement (GSA) which is dated September 15, 2022 ("Agreement"). City and Contractor agree to amend the Agreement as follows:

1. Article V, Compensation of Contractor, Paragraph A is amended to increase the total compensation to Contractor by \$150,000.00 for a total of \$900,000.00 and to read as follows:
 - A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B-1. The total fee to be paid the Contractor for the Services shall not exceed Nine Hundred Thousand and No/100 Dollars (\$900,000.00) over the three (3) year term. Payment shall be made monthly, unless another payment term is specified in Exhibit B-1, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

UTILITIES INSTRUMENTATION SERVICE INC

By: 
Name: Gary Walls
Title: President
Date: 8/16/23

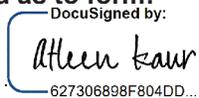
CITY OF ANN ARBOR

By: 
Name: Milton Dohoney Jr.
Title: City Administrator
Date: 8/30/2023

Approved as to substance:

By: 
Name: Brian Steglitz
Title: Public Services Area Administrator
Date: 8/30/2023

Approved as to form:

By: 
Name: Atleen Kaur
Title: City Attorney
Date: 8/30/2023

(Signatures continue on following page)

CITY OF ANN ARBOR

By:  _____
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Name: Christopher Taylor

Title: Mayor

Date: 8/30/2023

By:  _____
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Name: Jacqueline Beaudry

Title: City Clerk

Date: 8/31/2023

EXHIBIT B-1 COMPENSATION

General

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 herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

The total not-to-exceed value is \$900,000.00 for the duration of the agreement.

Rates below include: all overhead costs, travel time, service vehicles, test and calibration equipment.

Rates do not include any material that may be required.

Proposed Fee Escalation – fee escalation for year 3 is in keeping with the current labor agreement of 3%

	Instrumentation Tech Duane Carr Rob Coon Chad Knuckles Chris McCraw Kevin Mitchell	Hydro/Dam Tech Duane Carr Rob Coon Kevin Mitchell	Programmer Troy Brown Bob Clark	Electrical Tech Nick Herrst Tim McBride Phil Priest Rick Walls
YEAR 1 AND 2	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Regular Time	\$141.50	\$155.00	\$166.50	\$155.00
Overtime	\$197.00	\$197.00	\$197.00	\$197.00
Weekend	\$231.00	\$231.00	\$231.00	\$231.00
After Hours	\$231.00	\$231.00	\$231.00	\$231.00
Holiday	\$231.00	\$231.00	\$231.00	\$231.00
YEAR 3	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Regular Time	\$145.75	\$159.65	\$171.50	\$159.65
Overtime	\$202.91	\$202.91	\$202.91	\$202.91
Weekend	\$237.93	\$237.93	\$237.93	\$237.93
After Hours	\$237.93	\$237.93	\$237.93	\$237.93
Holiday	\$237.93	\$237.93	\$237.93	\$237.93
YEAR 4	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Regular Time	\$150.27	\$164.60	\$176.82	\$164.60
Overtime	\$209.20	\$209.20	\$209.20	\$209.20
Weekend	\$245.31	\$245.31	\$245.31	\$245.31
After Hours	\$245.31	\$245.31	\$245.31	\$245.31
Holiday	\$245.31	\$245.31	\$245.31	\$245.31

YEAR 5	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Regular Time	\$154.93	\$169.70	\$182.30	\$169.70
Overtime	\$215.69	\$215.69	\$215.69	\$215.69
Weekend	\$252.91	\$252.91	\$252.91	\$252.91
After Hours	\$252.91	\$252.91	\$252.91	\$252.91
Holiday	\$252.91	\$252.91	\$252.91	\$252.91

Regular Time – Eight hours’ work between 7 a.m. and 4:30 p.m., Monday through Friday

Overtime – 4:30 p.m. to 10 p.m., Monday through Friday

Weekend – 8 a.m. to 4:30 p.m. on Saturday; 12 a.m. to 7:59 a.m. on Saturday; 4:31 p.m. to 11:59 p.m. on Sunday

After Hours – 12 a.m. to 6:59 a.m., Monday through Friday; 10 p.m. to 11:59 p.m. Monday through Friday

Holiday – Any hours on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day

The contract and approved task amounts are subject to the availability of funds and approval of annual budgets. For any renewal period authorized by the City, additional funds may be added as required for anticipated services for each additional year. If a mutual agreement of the parties is not reached within a reasonable period as determined by the City, the contract will not renew.