

AMENDMENT NUMBER 2 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.

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. 1 shall be paid on the basis of time spent and materials used at the rated and prices as amended by Amendment Number 1 (Exhibit B-1) for acceptable work performed and acceptable deliverables received. The total fee to be paid the Contractor for the Services shall not exceed \$1,560,000.00. The original contract amount was \$120,000.00 and the Amendment No. 1 amount is \$1,280,000.00. Amendment No. 2 amount is \$160,000.00. 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 October 20, 2020.

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 _____
 Tom Crawford, Interim City Administrator

By _____
 Craig Hupy, Public Services Area Administrator

Approved as to form and content

By _____
 Stephen K. Postema, City Attorney

EXHIBIT A-2
SCOPE OF SERVICES

Additional time and materials consistent with detailed scope of services as described in Exhibit A of the original Contract for electrical and instrumentation support services at the City's water treatment plant, hydroelectric dams, outstations, and recreational dams.

**EXHIBIT B-2
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 is \$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 total not-to-exceed amount for this Contract is \$1,560,000.00.