

**CONSULTANT SERVICES AGREEMENT BETWEEN  
HINSHON ENVIRONMENTAL CONSULTING, INC.  
AND  
THE CITY OF ANN ARBOR  
FOR  
MANAGEMENT AND FACILITATION SERVICES  
FOR TECHNICAL OVERSIGHT AND OVERSIGHT GROUP (TOAG)**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City") and Hinshon Environmental Consulting, Inc. a Michigan corporation with its address at 3387 Pine Knoll Drive, Okemos, Michigan 48864 ("Consultant"), agree as follows on August 28, 2013:

The Consultant agrees to provide services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means Public Services Area/Systems Planning Unit.

Contract Administrator means Cresson Slotten, Systems Planning Manager or whomever the Contract Administrator may from time to time designate.

Deliverables means all Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

**II. DURATION**

This Agreement shall become effective on August 1, 2013 and shall remain in effect until satisfactory performance of all services or August 31, 2014, whichever occurs first, unless terminated for breach or as provided in this agreement.

**III. SERVICES**

- A. General Scope: The Consultant agrees to provide management and facilitation consulting services as described in Exhibit A incorporated herein ("Services").
- B. Quality of Services: The Consultant's standard of service under this Agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Consultant shall perform its Services under this Agreement 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. Location: The Consultant shall provide services to the City at locations to be determined by the Contract Administrator.

#### **IV. RELATIONSHIP OF PARTIES**

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Consultant is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Consultant.
- B. The Consultant certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Consultant further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Consultant agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Consultant does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Consultant certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

#### **V. COMPENSATION OF CONSULTANT**

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made as specified in Exhibit B after approval by the Contract Administrator. Consultant will be reimbursed reasonable and necessary expenses incurred in connection with the delivery of Services according to the schedule of rates in Exhibit B. Total compensation payable for all Services performed, inclusive of expenses incurred, during the term of this Agreement shall not exceed Twenty-Five Thousand and no/100 dollars (\$25,000.00).

It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Consultant may be entitled.

- B. The Consultant shall keep complete records of time spent in providing Services so that the Administering Service Area/Unit may verify bills submitted by the Consultant. The records shall be made available to the City upon request and submitted in summary form with each bill.

## VI. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement. The indemnity herein created shall be limited to the extent of insurance coverage of the Consultant and incidents that occur during the term of the Agreement.

## VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply with the nondiscrimination provisions of MCL 37.2209. The Consultant further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter

23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

#### **VIII. WARRANTIES BY CONSULTANT**

- A. The Consultant warrants that the quality of its Services under this agreement shall conform to the level of quality performed by professionals regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent consultant or when it has actual notice of any defects in the reports and surveys.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this agreement.

#### **IX. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

**X. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
- C. The following provision(s) shall survive the termination of this Agreement: Article VI.

**XI. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Consultant access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City shall notify the Consultant of any defects in the services of which the City has actual notice.

**XII. ASSIGNMENT**

- A. The Consultant shall not subcontract or assign any portion of the services without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

**XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the Consultant, it shall be addressed and sent to:

Hinshon Environmental Consulting, Inc  
3387 Pine Knoll Drive  
Okemos, Michigan 48864  
Attn.: Richard T. Hinshon, P.E., President

If Notice is sent to the City, it shall be addressed and sent to:

City of Ann Arbor  
301 E. Huron St.  
Ann Arbor, MI 48104  
Attn.: Cresson Slotten, Systems Planning Manager

#### **XIV. CHOICE OF LAW**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

#### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **XVI. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

## **XVII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**FOR CONSULTANT**

By: 

Richard T. Hinshon, P.E.  
Its President

**FOR THE CITY OF ANN ARBOR**

By: 

Steven D. Powers, City Administrator



**Approved as to substance**



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Craig Hupy  
Service Area Administrator

**Approved as to form and content**

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for Stephen K. Postema, City Attorney



## **EXHIBIT A SCOPE OF SERVICES**

### **Introduction**

This “Scope of Services” is for work to be provided by Hinshon Environmental Consulting, Inc. (HEC) to the City of Ann Arbor for the Technical Oversight and Advisory Group (“TOAG”), which is being established to coordinate the work being performed under the following four wet weather projects:

- Sanitary Sewer System Flow Monitoring and Wet Weather Evaluation (City of Ann Arbor project);
- Upper Malletts Creek Improvement Opportunities Study (Washtenaw County Water Resource Commissioner project);
- Stormwater Modeling and Calibration (City of Ann Arbor project);
- Footing Drain Disconnection Program (City of Ann Arbor).

HEC will assist the City by assuming responsibility for managing/facilitating the Technical Oversight and Advisory Group as shown in the attached schematic diagram (Attachment 1).

### **Description of Scope of Services**

HEC will serve in a lead role as the Manger/Facilitator of the Technical Oversight and Advisory Group providing assistance to the City of Ann Arbor on an “as needed” basis for the TOAG effort covering the period from August 1, 2013 through August 31, 2014, including the following tasks:

- Assist the City with development and start up of the TOAG including preparation of the TOAG Charter, selection of members, and organizing the group;
- Develop a schedule and timetable for the TOAG in conjunction with input from the City of Ann Arbor based on the ongoing activities of the four wet weather projects;
- Monitor the progress of work being performed by the City, the Washtenaw County Water Resources Commissioner (WCWRC), and the consulting teams working on the four wet weather projects to identify issues, concerns and problems which may warrant review by or involvement from the TOAG;
- Attend and chair the TOAG meetings and work with City of Ann Arbor staff for the preparation of meeting agendas, handouts, presentations, meeting summaries, analysis of options, identification of follow up “Action Items”, communications with the four wet weather project teams and/or the City and WCWRC staff, etc.
- Serve as the Chair of the TOAG and provide leadership as well as technical input to the group’s efforts to oversee the work of the ongoing four wet weather projects;
- Prepare documents summarizing and evaluating issues as may arise from the four wet weather projects and distribute that information to the TOAG, the City/WCWRC and the project teams;
- Other related duties and tasks pertaining to the oversight of work being performed by the four wet weather project technical teams

Deliverables for this effort may include:

- Meeting agendas, handouts
- Meeting handouts
- Presentations
- Meeting summaries, including analysis of options and identification of follow-up “Action Items”
- Communications with the four wet weather project teams and/or the City and WCWRC staff
- Documents summarizing and evaluating issues as may arise from the four wet weather projects which are reviewed by the TOAG

The TOAG involvement with the four wet weather projects is expected to include meetings at least every other month, which means that approximately 6 group meetings will be scheduled through August 31, 2014. It is estimated that HEC will need to devote about 10 hours of time for each TOAG meeting to cover: development and distribution of information (including the meeting agendas and supporting documents); pre-meeting discussions with City staff and TOAG members; attendance at the TOAG meetings; and, follow-up work relating to the activities of the group. This projected level of effort for the TOAG meetings is estimated at 60 hours over the 12-month period (approximately 5 hours/month).

HEC will also work closely with City staff to assist with the creation and start up effort relating to the TOAG. Once the group has been established, HEC will need to expend time with the staff who are involved directly on the four wet weather projects to monitor progress and discern issues which warrant TOAG oversight. This will involve additional meetings, obtaining and reviewing documents and preliminary work products, discussions with City staff and consultant teams, and some independent review and evaluation of materials. It is estimated that this supplemental work will require additional effort averaging about 6 - 8 hours/month over and above the direct TOAG group involvement. It is proposed that another 84 hours be budgeted for HEC's supplemental work through August 31, 2014 (approximately 7 hours/month).

The total projected level of effort from HEC for the TOAG assistance including the direct involvement with the TOAG group and the supplemental work is 144 hours. This level of effort is equivalent to a work commitment which is approximately 7% of a full-time person.

**EXHIBIT B  
FEE SCHEDULE**

It is acknowledged there is some uncertainty as to how much time will actually be necessary for HEC to complete the effort and deliverables under this Agreement. Compensation is therefore structured on an hourly billing rate for the actual work that is performed. The HEC Billing Rate Schedule is below. The Billing Rate Schedule constitutes the basis for the invoices which will be prepared and submitted monthly to the Contract Administrator for approval as specified in Article V above for the work performed during the billing cycle on the TOAG effort. The invoices will include detailed descriptions of all TOAG related work and any associated reimbursable expenses.

A maximum "Not-To-Exceed" amount of \$25,000, including reimbursable expenses, is the authorized total budget for HEC for the TOAG effort covering the period through August 31, 2014. It is agreed by the parties that this amount will be sufficient to cover the anticipated number of hours (144 hours) required for completion of the Services outlined in Exhibit A plus other direct expenses for the TOAG effort.

**BILLING RATE SCHEDULE**

**Direct Labor Rate<sup>1</sup>**

Richard T. Hinshon, P.E.	\$160.00/hour
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**Other Direct Expenses**

Mileage/Travel	\$0.50/mile
Parking	Actual Costs
Printing	Actual Costs
Other (supported by receipts)	Actual Costs

<sup>1</sup> Direct Labor Rate includes wages, overhead, and indirect expenses (e.g. telephone, insurance, utilities, etc.)

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Consultant shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

1. Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit

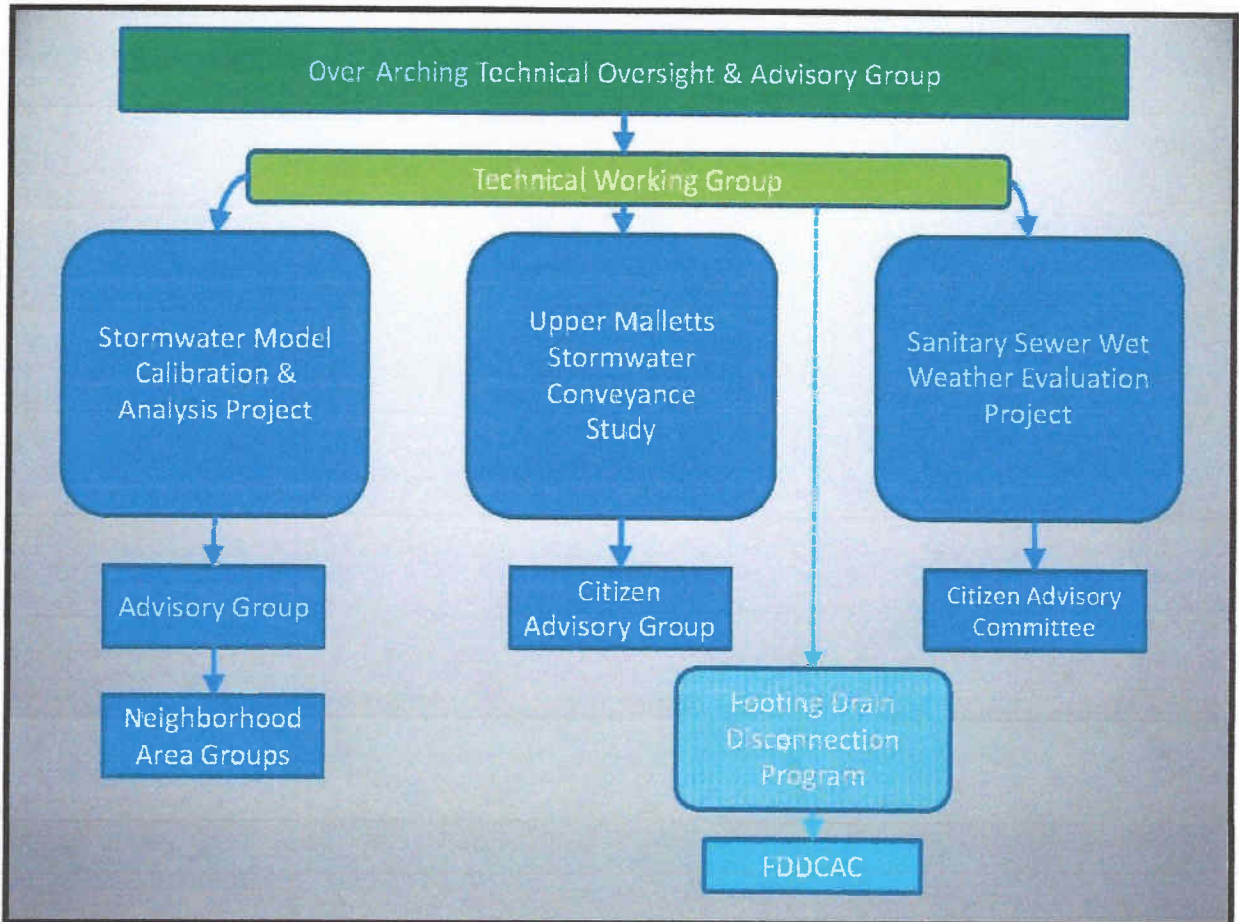
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or  
Property Damage Liability, or both combined  
\$2,000,000 General Aggregate  
\$1,000,000 Personal and Advertising Injury

- B. Insurance required under V.A.3 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Consultant agrees to waive any right of recovery by its insurer against the City.
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be

approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

**ATTACHMENT 1  
TOAG SCHEMATIC DIAGRAM**





# CERTIFICATE OF LIABILITY INSURANCE

HINSH-1

OP ID: PH

DATE (MM/DD/YYYY)

08/20/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Voss Insurance Services, Inc. 2395 Jolly Rd., Suite 195 Okemos, MI 48864 Jack Voss, CPCU	<b>517-347-6100</b> <b>517-347-6970</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Hinshon Environmental Consulting, Inc. 3837 Pine Knoll Drive Okemos, MI 48864	<b>INSURER A : Admiral Insurance Company</b>		
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

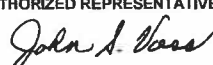
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Deductible \$2500</b>	X		FEIECC1232300	01/28/13	01/28/14	EACH OCCURRENCE \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liab</b> <b>Deductible \$2500</b>			FEIECC1232300	01/28/13	01/28/14	<b>Each Occ</b> 1,000,000 <b>Aggregate</b> 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured regarding General Liability: City of Ann Arbor (Policy Forms ECC-319 and ECC-320)

**CERTIFICATE HOLDER****CANCELLATION**

CITYOFA  City of Ann Arbor Attn: Cresson Slotten Systems Planning Manager 301 E. Huron St Ann Arbor, MI 48104	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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