

**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
Magellan Advisors, LLC.  
**AND THE CITY OF ANN ARBOR**  
**FOR FIBER & CONDUIT DESIGN AND PLANNING FOR THE DDA DISTRICT**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Magellan Advisors, LLC ("Contractor"), a(n) Florida Limited Liability Company, with its address at 999 18th Street, Ste 3000, Denver, CO 80202. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

**I. DEFINITIONS**

Administering Service Area/Unit means Financial Services Area – Information Technology Services Unit.

Contract Administrator means Tom Shewchuk, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means RFP# 19-29 Fiber & Conduit Design and Planning for the DDA District.

**II. DURATION**

Contractor shall commence performance on January 27, 2020 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

**III. SERVICES**

- A. The Contractor agrees to provide Fiber & Conduit Design and Planning ("Services") in connection with the Project 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 compensation 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 for 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.

- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor 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.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for 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, etc.) 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 invoice.

## **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
  
- B. Any insurance provider of Contractor shall be 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-authorized insurance companies are not acceptable unless approved in writing by the City.
  
- C. To the fullest extent permitted by law, Contractor 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 Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 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. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor 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 THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants 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 and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

**X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor 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 Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

**XI. 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. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- 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 Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or

liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. 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. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. 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.

## **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 below 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 CONTRACTOR, it shall be addressed and sent to: Magellan Advisors, LLC. 999 18th Street, Ste 3000, Denver, CO 80202

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

City of Ann Arbor  
Tom Shewchuk

301 E. Huron St.  
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

#### **XIV. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. 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 Contractor 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 Contractor 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 Contractor.

#### **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

**XVII. 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 and circumstances.

**XVIII. EXTENT OF AGREEMENT**

This Agreement, together Exhibits A, B, C, and RFP 19-29 (where referenced) constitutes the entire understanding between the City and the Contractor 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. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**XIX. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement 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.

**XX. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**FOR CONTRACTOR**

By 

Its President

Date: January 23, 2020

**FOR THE CITY OF ANN ARBOR**

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

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

Date: \_\_\_\_\_

**Approved as to substance**

\_\_\_\_\_  
Tom Crawford, Financial and Administrative  
Service Area Administrator and CFO

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

**Approved as to form and content**

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

This Agreement constitutes an Approved  
Project Cost pursuant to the Grant Agreement  
between the City of Ann Arbor and the Ann  
Arbor-Ypsilanti Local Development Finance  
Authority (“LDFA”), dated \_\_\_\_\_.

By : \_\_\_\_\_  
As Project Manager and Title:

DATED: \_\_\_\_\_

## **EXHIBIT A SCOPE OF SERVICES**

Contractor shall develop a solution to densify the fiber, conduit, and power (city-owned) infrastructure for the Downtown Development Authority (DDA) District. The DDA boundaries are identified in Attachment A to this Exhibit. This infrastructure will be developed with capacity to accommodate building-to-building connectivity and act as a “Technology Park” to support innovation and Smart City initiatives well into the future.

The City has both new and legacy fiber and conduit infrastructure throughout the DDA District and throughout the city. In addition, the city has other projects in-progress and future projects that will/may affect the design. The goal is to take all these elements into consideration and create a design and plan that meet the objectives stated herein.

Contractor will work with the City and their consultants to design and develop a documented plan to be used in the construction of the new infrastructure.

### **1. Scope**

Contractor shall perform the following tasks within nine months from the Agreement’s Commencement Date:

#### **A. OSP Design and Fiber Route Planning Services**

1. Develop clear, concise, and accurate documented design to mitigate construction issues and increase project success.
2. Provide all viable route options, accurate information, new industry technology, new products, and industry best practices to allow the City to select the most optimal solution.
3. If feasible, adhere to the standards and best practices set forth in the original City Fiber Optic Network (FON) implementation in which a 25-year warranty was awarded to the City by Corning.
4. Utilize existing City infrastructure (i.e. conduit, fiber, City power), if feasible.
5. The proposed fiber optic network design may be comprised of underground fiber, aerial fiber, or a combination thereof. Underground installation will be preferred wherever possible.
6. Provide route engineering that includes make-ready recommendations and all required pole attachment applications per the design recommendation.

7. Provide design drawings compatible with and ready for use in ESRI's ArcGIS software, specifically in shapefile format or feature class files contained inside a file geodatabase. Design drawings must also be correctly georeferenced (ie, all elements of the drawing must be comprised of coordinate points or geometry that correctly correspond to the coordinates of their real-world counterparts) and to scale. Required projected coordinate system for use is "NAD 1983 StatePlane Michigan South FIPS 2113 (Intl Feet)" (WKID 2253).
8. Produce comprehensive computerized design maps and detailed CAD drawings of entire route and route options, including aerial-to-underground splice-closures, hand-hole placements and any associated equipment necessary for network construction.
9. Provide on-site field/site surveys and splice point requirements as required.
10. Provide, for underground facility, conduit design, conduit detailing, hand-hole detailing, prepare all forms and documentation for approval of conduit construction and/or installation, and verify as-builts.
11. Act on the City's behalf in rights of way negotiations and communicate with local and state governmental jurisdictions so aerial and underground infrastructure requirements are met.
12. Provide consolidated field notes and electronically store in a format approved by the City of Ann Arbor.
13. Provide detailed site drawings, permit detail drawings and overview maps in an electronic format approved by the City of Ann Arbor.
14. Input all pole attachment inventories for pole attachment agreements between Contractor and other utilities into an electronic format approved by the City of Ann Arbor.
15. Appropriately label all network components (cabling, splice enclosures, etc.) based upon industry best practices and adhere to labeling requirements of third-party pole owners (e.g., AT&T, DTE, railroad, etc.) and the City of Ann Arbor labeling requirements.
16. Responsible for staking the route and producing computerized maps in an electronic format approved by the City of Ann Arbor.
17. Provide GPS points of reference for utility poles. Contractor will provide photo images of utility poles the fiber will be attached to. Contractor will provide GPS points of reference for hand holes, street crossings, and splice enclosures.

18. Proof conduit or duct for capacity and availability.

## **B. Design and Planning Technical Specifications**

The following technical specifications were used in previous City fiber and conduit deployments. These specifications shall be utilized unless otherwise determined by the City.

1. The City requires the use of Corning single-mode [\(SMF-28e+\)](#) optical fiber that is compliant with the new International Telecommunication Union (ITU) standards for low water-peak fibers, ITU G.652.C, as well as Telecommunications Industry Association and Electronic Industries Alliance (TIA/EIA) standards. The fiber will provide the City of Ann Arbor versatility and flexibility to grow network systems as the demand grows.
2. The City of Ann Arbor requires the deployment of a hybrid CWDM (Course Wave Division Multiplexing) / DWDM (Dense Wave Division Multiplexing) fiber optic network that will deliver a host of broadband connectivity options in a very cost-effective manner.
3. The network design must be flexible enough to allow the City of Ann Arbor to offer Ethernet, leased fiber, and wave services to anyone where capacity is available.
4. ATTACHMENT I of RFP 19-29 provides a listing of equipment specifications for conduit, handholes and other OSP equipment currently in use by the City of Ann Arbor. The City prefers to utilize hand-hole makes, models and sizes that are consistent with current practice.
5. Conduits entering handholes through the sidewall (as opposed to being swept up and entering from the bottom) that the hole in the wall of the handhole must be sealed with concrete to prevent dirt and debris from entering the handhole. This includes new handholes or connecting into existing handholes. Any vacant conduits must be plugged/sealed.
6. Directional bore shots can stretch conduit. Over time, the conduit can slowly retract. The City of Ann Arbor has locations where the conduit has retracted out of the hand hole. This needs to be addressed during the design to prevent future occurrence.
7. In the absence of explicit specifications contained within in RFP 19-29, Contractor must adhere to industry best practice and follow all applicable local, state and federal regulations, including bonding and grounding guidelines and requirements.

## **C. Permitting**

1. Contractor will manage the permitting process with various entities under the

- direction of City of Ann Arbor.
2. Contractor acknowledges that DTE and AT&T own and maintain most poles located throughout the City of Ann Arbor. DTE and AT&T have separate permitting processes from the City of Ann Arbor, which Contractor shall be responsible for managing.
  3. Contractor must apply-for, on behalf of the City of Ann Arbor, and secure all necessary permits from municipal, county, state and local subdivisions and utilities (e.g., AT&T, DTE, Washtenaw County Road Commission, Railroad, etc.) for construction of the new segment. It is the sole responsibility of the Contractor to secure all permits for the construction.

**D. Project Management**

1. Assign a Project Manager to all projects and utilize industry standard project management methodologies to ensure projects are delivered within budget and on time.
2. Maintain and up-to-date project plan that reflects the current state of the project.
3. Work closely with the City's Project Manager to ensure project success.
4. Attend or conduct regularly scheduled status meetings.
5. Mitigate and escalate issues to executive stakeholders and project team.
6. Manage the change order process.

**E. The City will:**

1. Upon execution of the contract, the City will provide mapped and electronic information about existing infrastructure including; information about City-owned conduit, fiber, partner assets and existing water utilities infrastructure so fiber can be placed efficiently (refer to Attachment H of RFP 19-29 for a listing of available data sources), subject to Contractor signed required non-disclosure agreements.
2. Provide access to City-owned street lights and poles. The City will help ensure access to existing infrastructure where appropriate.
3. As a pole owner, in instances where there is useable, excess space and capacity on the pole, the City of Ann Arbor may be able to reallocate pole space. If feasible, the City may choose to install their own pole.
4. Provide access to City-owned property for placement of infrastructure that will permit providers to reach required areas within the City.

ATTACHMENT A  
DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT



**EXHIBIT B  
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:

1. The City, at its sole discretion, may elect to delete any portion of the work delineated below. Work shall be determined based upon the availability of funds.
2. Any item not provided in the following list shall be considered incidental.

<b>Item</b>	<b>Description</b>	<b>Staff Name, Staff Title</b>	<b>Hourly Rate</b>	<b>Amount (\$)</b>	<b>Notes</b>
1	Project Management	D Howick, VP of Design and Construction K Howick, Associate Project Manager	\$150.00	\$75,000.00	Project Management of project including oversight of schedule & work deliverables and as-builts. Includes weekly project updates.
2	Network Route Design	J Demar— Director A Kamuda- Design Lead Z. Kickhaefer— Associate PM S. Morris - Broadband Designer M. Huhmann- GIS	\$150.00	\$21 ,000.00	Includes high level design, route optimization focusing on route for future network connectivity review of any capital improvement projects and identification of existing infrastructure for possible use in design.
3	Site Work	Z. Kickhaefer— Associate PM S Morris — Broadband Engineer	\$150.00	\$19,500.00	Staking route prior to construction.
4	Engineering Design	J Demar— Director A Kamuda- Design Lead Z. Kickhaefer — Associate PM S Morris Broadband Designer M. Huhmann- GIS	\$150.00	\$84,000.00	Includes low level design of planned network, includes to scale construction prints, details and typicals. Splice matrix and submittal of all permitting applications.
5	Documentation and Deliverables	J Demar — Director K Howick — Associate PM	\$150.00	\$12,750.00	Includes project turnover documentation for design includes 100% design drawings, permits, splice details.

6	Construction Oversight for Phase II	C. Johnston Director of Construction	\$150.00	\$90,000.00	Based on 16-week build timeline. Magellan has construction.
7	Permitting for "Make Read " Construction	Z Gkhaefer Associate PM	\$150.00	\$17,000.00	Includes all make ready required on aerial utility poles.
8	Other — Please Describe any other work requiring cost estimate				
	Proofing		\$1.85/foot		Proofing will need to be subcontracted to a qualified Confined Space Entry Certified Electrical Contractor. Proofing per ft is based on 1,500' minimum per deployment.
	Traffic Control			Cost Plus 10%	Any maintenance of traffic required for access vaults related to proofing — to be set up by qualified TCP company. To be billed at cost 10%.
	As-Builts		\$150.00	\$15,300.00	Up to 12.2 miles of as-built documentation.
	Pole Loading Analysis	S Morris — Broadband Engineer	\$150.00		If required — PLA's would be completed in O-Calc.
	<b>Total</b>			<b>\$334 550.00</b>	



**EXHIBIT C  
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or 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 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that 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	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above 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 Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
  
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.