

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
HUBBELL, ROTH & CLARK, INC.
AND THE CITY OF ANN ARBOR
FOR WWTP SECONDARY EFFLUENT PUMP REPLACEMENT PROJECT
CONSTRUCTION ENGINEERING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Hubbell, Roth & Clark, Inc. ("Contractor") a Michigan Corporation with its address at 555 Hulet Drive, Bloomfield Hills, MI 48302-0360 agree as follows on this _____ day of _____, 2015.

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

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area/Wastewater Treatment Services Unit.

Contract Administrator means Craig Hupy, 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 WWTP Secondary Effluent Pump Replacement Project Construction Engineering Services.

II. DURATION

This Agreement shall become effective on _____, 2015, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

- A. The Contractor agrees to provide professional engineering services ("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 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 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.
- 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.

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 Section 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 invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor 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 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. 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 satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor 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, 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 necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. 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.
- E. 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 perform 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 affect 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 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 CONTRACTOR, it shall be addressed and sent to:

Hubbell, Roth & Clark, Inc.
Roland Alix, P.E.
P.O. Box 824
Bloomfield Hills, MI 48303-0824

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

City of Ann Arbor
Craig Hupy
301 E. Huron St.
Ann Arbor, Michigan 48103

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.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor 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.

XV. 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 with any affixed exhibits, schedules or other documentation, 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.

FOR CONTRACTOR

FOR THE CITY OF ANN ARBOR

By _____
Roland Alix, P.E.
Its Principal, Vice President

By _____
Christopher Taylor, Mayor
By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy
Public Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product.



PRINCIPALS

George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Keith D. McCormack
Nancy M. D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix

SENIOR ASSOCIATES

Gary J. Tressell
Kenneth A. Melchior
Randal L. Ford
William R. Davis
Dennis J. Benoit

ASSOCIATES

Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross
James F. Burton
Jane M. Graham
Donna M. Martin
Charles E. Hart

HUBBELL, ROTH & CLARK, INC.

OFFICE: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
PHONE: 248.454.6300
FAX: 248.454.6312
WEBSITE: www.hrc-engr.com
EMAIL: info@hrc-engr.com

**CITY OF ANN ARBOR WWTP
SECONDARY EFFLUENT PUMPS REPLACEMENT
CONSTRUCTION PHASE PROFESSIONAL SERVICES**

Date: December 9, 2014

HRC Job No. 20120802

SECTION A: PROPOSED WORK PLAN

Hubbell, Roth & Clark, Inc. (HRC) is pleased to present this Work Plan to provide Professional Construction Engineering (CE) Services related to the pre-purchase, construction administration and observation phases of the Secondary Effluent Pumps Replacement project.

SCOPE OF WORK

The following is the Scope of Work for Construction Engineering services:

A. Additional Bidding Phase Services for Pumps Pre-Purchase

During the engineering design phase it was agreed that it would be beneficial for the City to purchase the pumps prior to and outside of the contract to remove and install the new pumps. Therefore HRC expended additional effort in the bidding and ultimate purchase of these pumps. Some of the additional effort and fees were covered under a previously City authorized contingency of \$12,925.00 the fees beyond this amount are included within this CE proposal.

B. Submittals

1. HRC will review shop and fabrication drawings submitted by the Pump Manufacturer and by the Construction Contractor and their subcontractors.
 - a. Submittals will be reviewed for Pump Manufacturer and Contractor compliance with the contract documents.
2. Review Pump Manufacturer schedule to confirm specified delivery date will be met. Review Construction Contractor work schedule, schedule of values, and submittal schedule.
3. Review Pump Manufacturer and Construction Contractor supplied operations and maintenance manuals.
4. Review Pump Manufacturer certified factory pump performance testing curves. Review submittals related to field testing to confirm that specifications are met.
5. Log and track submittals and Contractor requests/communications.

C. Construction Administration

1. HRC will attend and lead a preconstruction meeting and prepare meeting minutes with emphasis on issues that may affect schedule, or system performance. Minutes will be provided electronically within 5 days of the meeting.
2. Attend and lead construction progress meetings (we have budgeted a total of four (4) during the performance of the work). It is anticipated the Construction Contractor will mobilize once all six (6) pumps and VFDs have been delivered. Minutes to be provided electronically within 5 days of each meeting.
3. Review periodic Pump Manufacturer and Construction Contractor pay applications and provide recommendations.
4. Log, track and respond (with City concurrence) to Contractor requests for substitutions.
5. Log, track and respond (with City concurrence) to Contractor requests for information.
6. Prepare field orders/work changes/change orders as necessary.

D. Construction Observation Services

1. Provide on-site construction observation by an experienced HRC observer on a twice per week basis as work progresses. We have assumed an eight (8) week construction schedule, therefore, this proposal includes sixteen (16) site visits. Each visit is expected to last 8-10 hours, this time including travel time. Observe and report during pumps delivery to temporary storage. During temporary storage confirm that Manufacturer recommended measures are being performed by Contractor. Assume four (4) visits total, each visit expected to last 8 – 10 hours including travel time. HRC will maintain a log of pumps unloading and storage considerations, and construction work performed and completed.
2. Maintain a photographic record of the work to the extent possible, considering that on-site observation will not be full time during all periods of the work.

3. Provide digital copies of daily reports including photos.
4. Observe field testing (performance, vibration, electrical, controls, etc.) of pumps, motors, VFDs, and related equipment and confirm that specifications are met.

E. Project Closeout

1. HRC will attend and lead a post-construction walkthrough meeting to identify punch-list items. HRC will then prepare an end of construction punch-list document based in the walkthrough meeting.
2. Deliver to the City record drawings for the project based on a marked up set provided by the Contractor and field verified by HRC within 30 days of Contractor's Final Completion Date.

PERSONNEL

Roland N. Alix, P.E., Vice President and Principal will serve as principle-in-charge. Mr. Alix has been directly involved in the design phase of project and will assure that the overall scope and expectation of the project are met.

This work will be managed by **Thomas Grant, P.E.** Mr. Grant has over 30 years experience with projects of this kind. Mr. Grant has been heavily involved in this project during its design phase. His direct experience with the design process will help the project meet and exceed the City's goals and expectations during the construction phase.

Marv Olane, P.E. and **Kim Chapman, P.E.** will serve as electrical and I&C engineers for this project. Both of these staff has extensive experience in the construction and retrofitting of wastewater treatment facilities.

On-site construction observation will be provided by a senior HRC construction observer with experience in wastewater treatment plant improvements.

PROJECT SCHEDULE

This proposal anticipates shop drawing review of the pre-purchased pumps to commence in January 2015, with the construction contract awarded in March/April 2015. Construction shop drawing reviews are expected during April/May 2015 with

construction in late summer and early fall 2015. As stated above, substantial completion of the project is expected to be eight (8) weeks after the start of construction.

CLARIFICATIONS TO SCOPE OF SERVICES

The following items are not included as part of this Proposed Work Plan

1. Meetings in addition to those identified above.
2. SCADA and/or I&C programming.
3. Full-time construction observation.
4. Observation time associated with a construction schedule in excess of eight (8) weeks.

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:

SECTION B: FEE PROPOSAL

Please note that this project is unique in that it is a retrofit to an existing system. Since the project area is confined to the existing structure/basin, there may be opportunities for unforeseen issues during construction. HRC recognizes this aspect of the project and our scope and budget reflect the anticipated project conditions to the extent possible.

For HRC to most efficiently perform this project a single contact person for the City of Ann Arbor and HRC will be established. During the performance of this project, all communication will be routed through these contact persons. Through this process, duplication of HRC effort to complete specific tasks will be reduced resulting in completion of the work in the most cost effective performance of this project by HRC staff.

HRC proposes to perform the scope of services described in the Work Plan for a **lump sum fee of \$78,294** as indicated in the attached Engineers Estimate of Construction Engineering Services.

SECTION B: ENGINEERS ESTIMATE OF CONSTRUCTION ENGINEERING SERVICES

JOB NUMBER: **20120802**

PROJECT NAME: **Secondary Effluent Pumps Replacement**

PRINCIPAL **Roland N. Alix, P.E.**

PROJECT MANAGER **Thomas Grant, P.E.**

DATE **December 9, 2014**



HUBBELL, ROTH & CLARK, INC.																
TASK	PRINCIPAL		ASSOCIATE-Electrical		SR PROJECT ENGINEER-Process		SR PROJECT ENGINEER-Electrical		SENIOR CONSTRUCTION OBSERVER		GRADUATE ENGINEER II		SR CADD TECHNICIAN		TOTAL	
	RATE	FEE	RATE	FEE	RATE	FEE	RATE	FEE	RATE	FEE	RATE	FEE	RATE	FEE	RATE	FEE
	HRS		HRS		HRS		HRS		HRS		HRS		HRS		HRS	
Pumps Purchase Add'l. Servs.																
Pumps Purchase Bidding Assistance																
A	12	\$1,512.00			47	\$6,345.00									59	\$7,857.00
Subtotal Pumps Purchase	12	\$1,512.00			47	\$6,345.00									59	\$7,857.00
Submittals																
B	2	\$252.00	4	\$600.00	21	\$2,835.00	8	\$1,008.00			4	\$288.00			39	\$4,983.00
Pump Manufacturer Shop Drawings and O&M Manuals	4	\$504.00	4	\$600.00	60	\$8,100.00	20	\$2,520.00			30	\$2,160.00			118	\$13,884.00
Construction Shop Drawings and O&M Manuals	6	\$756.00	8	\$1,200.00	81	\$10,935.00	28	\$3,528.00			34	\$2,448.00			157	\$18,867.00
Subtotal Submittals	6	\$756.00	8	\$1,200.00	81	\$10,935.00	28	\$3,528.00			34	\$2,448.00			157	\$18,867.00
Contract Administration																
C	6	\$756.00	8	\$1,200.00	42	\$5,670.00	16	\$2,016.00	16	\$1,824.00					88	\$11,466.00
Contract Administration																
Onsite Meetings (up to 5)					36	\$4,860.00			8	\$912.00					44	\$5,772.00
Pay Requests									8	\$1,008.00					8	\$1,008.00
Site Visits During Construction									24	\$3,024.00					140	\$18,246.00
Subtotal Contract Administration	6	\$756.00	8	\$1,200.00	78	\$10,530.00	24	\$3,024.00	24	\$2,736.00					140	\$18,246.00
Construction Observation																
D																
Construction Observation																
Onsite Observation									200	\$22,800.00					200	\$22,800.00
Construction Observation									200	\$22,800.00					200	\$22,800.00
Subtotal Construction Observation									200	\$22,800.00					200	\$22,800.00
Project Closeout																
E	4	\$504.00			16	\$2,160.00	4	\$504.00	12	\$1,368.00					36	\$4,536.00
Project Closeout																
Post Construction Walkthrough and Punch List	2	\$252.00			12	\$1,620.00									14	\$1,872.00
Reports, Photos to City					12	\$1,620.00	4	\$504.00	4	\$456.00					36	\$4,116.00
Record Drawings	6	\$756.00			40	\$5,400.00	8	\$1,008.00	16	\$1,824.00					86	\$10,524.00
Subtotal Project Closeout	6	\$756.00			40	\$5,400.00	8	\$1,008.00	16	\$1,824.00					86	\$10,524.00
TOTAL COST OF PROJECT:	30	\$3,780.00	16	\$2,400.00	246	\$33,210.00	60	\$7,560.00	240	\$27,360.00	34	\$2,448.00	16	\$1,536.00	642	\$78,294.00

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor 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.

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 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	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 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 which 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.
- 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 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. 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) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.