

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
GIFFELS-WEBSTER ENGINEERS, INC.
AND THE CITY OF ANN ARBOR
FOR DEVELOPMENT OF SIGN ORDINANCE**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Giffels-Webster Engineers, Inc. ("Contractor") a Michigan Corporation with its address at 28 West Adams, Suite 1200, Detroit, Michigan 48226 agree as follows on this _____ day of May, 2017.

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

I. DEFINITIONS

Administering Service Area/Unit means the Planning Services Area of the Community Services Area.

Contract Administrator means Brett Lenart, Planning Manager, 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 Sign Ordinance Development.

II. DURATION

This Agreement shall become effective on May _____, 2017, 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 zoning consulting ("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 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 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:

Giffels-Webster Engineers, Inc.
Rod Arroyo, Partner
28 West Adams, Suite 1200
Detroit, MI 48226

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

City of Ann Arbor
Brett Lenart, Planning Manager
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

By _____
Rod Arroyo
Its: Partner

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus
City Administrator

Derek Delacourt
Community Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

ANN ARBOR SIGN ORDINANCE UPDATE - SCOPE OF SERVICES

Our team is uniquely qualified to assist the City of Ann Arbor with the drafting of a new Sign Ordinance. Not only are we able to help the city explore new and innovative sign standards that reflect evolving technologies and approaches, we have the expertise and knowledge to create standards that align with current case law.

We recommend that the city establish a Sign Regulations Task Force, comprised of two members of the Planning Commission, Historic District Commission, DDA, City Council, and two residents. This task force will review draft language and serve as liaison to their respective boards/commissions.

We propose the following scope of services:

1. **Sign Ordinance Review.** Our team of planning, zoning, and legal experts will review the existing Sign Ordinance and perform an audit, or “health checkup,” to identify regulations within the existing Sign Ordinance that can be improved based on current best practices. We will report to the City our findings.
2. **Kickoff meeting with staff.** Our team will meet with staff as assigned by the City to review our audit and identify other outstanding issues, known conflicts, or other concerns. **[Meet with staff May 2017]**
3. **Best Practices Review.** Our team will review best practices from around the country that we feel are worthwhile approaches or models of modern sign ordinances that can meet City’s needs. We will also monitor any ongoing refinements or clarifications of the Supreme Court’s *Reed v. Town of Gilbert* ruling that may arise from subsequent decisions issued by federal district courts and courts of appeals across the country, as well as academic papers analyzing the decision and its impacts on local sign regulation. In this effort, we will focus on pinpointing the most appropriate statements of intent and purpose; regulatory framework; content neutrality and other Constitutional protections; technology accommodation (animated signs, illuminated signs, etc.); and graphics that supplement text and further understanding of standards and regulations. We will provide these best practices in report form for the City to review. Meet with staff and sign task force to discuss and identify best practices that are most appropriate for the City. **[Best practices completed May; meet with staff June 2017]**
4. **Informational Workshop on Best Practices.** Our team will facilitate a Best Practices workshop to summarize our findings and discuss possible approaches for the updated sign ordinance. This will serve as a “community kick-off” to offer a planning and legal background on sign regulation and encourage community participation. It is anticipated that the task force and related boards/commissions will attend this workshop. [Workshop June 2017].
5. **Stakeholder input – Focus Group Discussion.** Our team will meet with stakeholder groups as identified by the City. We anticipate these stakeholder groups would be comprised of members of the Historic District Commission, Planning Commission, Downtown Development Authority, business owners, and public. Institutional partners will be included as well. We propose four focus group-style meetings, with no more than 10-12 people per group. During these 45-60 minute sessions, our team will facilitate discussions to learn what’s working and what needs work in the current sign ordinance.

To better do this, we discuss stakeholders’ objectives in terms of economic development, context, aesthetics, and historic preservation. We will conduct a visual preference survey with the participants where we share examples of signs in the city that have been approved within the past five years and discuss how the signs do or do not align with stakeholders’ objectives. During the stakeholder engagement process, we also encourage the city to develop a web page that fosters direct public input on signs. The web page would describe the scope of the sign ordinance, provide a schedule, and include a mechanism, such as an online form, to provide direct input and even photos into the ordinance update process. We will provide a summary report of feedback to the City and utilize this information in our first draft.

[Stakeholder input and summary completed July-August 2017]

6. **Draft Sign Ordinance.** Based on our audit, staff, and stakeholder input, we will prepare an amended sign ordinance to address findings and feedback. We will meet with staff to review the draft and identify needed revisions. **[Review with staff September 2017; Working draft completed by October 2017]**

7. **Review Draft Sign Ordinance with Task Force.** Our team will meet with the Task Force to review the working draft of the sign ordinance. [Meet with Task Force in October 2017]

8. **Public Open House.** The third opportunity for public input follows the first meeting with task force where we share the first draft. We will facilitate an open house to solicit comments from the public and business on the draft ordinance. Our presentations, draft language, and summary of meetings will be made available to the public. Our team will present key ordinance concepts and language in visual form, such as through photographs and illustrations. At the open house, forms will be available for additional public input into the process. The city may also choose to seek additional public input when the final draft is presented to City Council for adoption. [Public Open House in November 2017]

9. **Revisions to Working Draft.** Our team will meet with staff and the Task Force to determine any changes needed to the working draft, based on the questions and comments from the public open house. We anticipate two meetings with the Task Force to review the working drafts. [Meet with staff and Task Force in November and December 2017]

10. **Presentation of Final Draft Sign Ordinance.** Our team will present the draft sign ordinance to the Sign Task Force for consideration and recommendation to City Council. **[Review and meetings with task force from January 2018]**

11. **Presentation of Final Draft Sign Ordinance.** Our team will present the final draft sign ordinance to City Council at two meetings, for first and second reading. **[Adoption of Sign Ordinance by Ann Arbor City Council by end of February 2018]**

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:

The Contractor shall be submit invoices no more than once per month that outlines actual incurred costs by scope of services item, not to exceed a total of \$60,205.00.

ANN ARBOR SIGN ORDINANCE UPDATE – COST OF SERVICES

1. Sign ordinance review

10 hours Principal Planner @ \$130

5 hours Partner Planner @\$150

5 hours Partner Attorney @\$200

2. Kickoff Meeting (including Preparation) 5 hours Partner Attorney @\$200

4.5 hours Partner Planner @\$150

5 hours Principal Planner @\$130

3. Best Practices Review

3 hours Partner Attorney @\$200

2 hours Partner Planner @\$150

5 hours Principal Planner \$130

6 hours Associate Planner @\$110

4. Best Practices Review – Meeting with Staff

3 hours Partner Attorney @\$200

2 hours Partner Planner @\$150

3 hours Principal Planner \$130

5. Informational Workshop and Preparation

3 hours Partner Attorney @\$200

9 hours Partner Planner @\$150

10 hours Principal Planner @\$130

6. Stakeholder Input (4 meetings and Preparation) Staff Meeting

4 hours Partner Planner@\$150

4 hours Partner Attorney @ \$200

4 hours Principal Planner @ \$130

Stakeholder Group Meetings (4)

32 hours Partner Planner @\$150

32 hours Principal Planner @\$130

16 hours Partner Attorney@\$200

7. Draft Sign Ordinance, meet with staff, and make revisions to draft

10 hours Partner Planner @\$150

25 hours Principal Planner @130

35 hours Associate Planner @\$110

18 hours Partner Attorney @ \$200

8. Present Working Sign Draft to Task Force and Public. Includes meeting preparation (7 meetings)

20 hours Partner Planner @\$150

20 hours Principal Planner @\$130

20 hours Associate Planner @\$110

20 hours Partner Attorney @ \$200

Each meeting will have two planning representatives and one attorney representative from the team

9. Presentation of Final Draft Sign Ordinance and finalize draft. Close out project. (3 Meetings: one staff and two with City Council)

20 hours Partner Planner @\$150

20 hours Principal Planner @\$130

12 hours Partner Attorney @ \$200

Out of pocket expenses shall be at cost plus 15%, not to exceed \$2,000.

Total Cost \$60,205.00

Extra meetings not specified above \$800 for Planners and \$800 for Attorneys (when requested to attend)

**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. 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 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.