

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
FISHBECK, THOMPSON, CARR & HUBER, INC.  
AND THE CITY OF ANN ARBOR  
FOR ALLEN CREEK RAILROAD BERM OPENING CONSTRUCTION PHASE ENGINEERING**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Fishbeck, Thompson, Carr & Huber, Inc. ("Contractor"), a Michigan, Corporation, with its address at 5913 Executive Drive, Suite 100, Lansing, MI 48911, agree as follows:

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

**I. DEFINITIONS**

Administering Service Area/Unit means Engineering.

Contract Administrator means Nicholas Hutchinson, P.E., City Engineer, 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 Allen Creek Railroad Berm Opening Project.

**II. DURATION**

Contractor shall commence performance on March 18, 2019 ("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 professional engineering ("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 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 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 that 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. 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 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 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 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:

Robert R. Welch  
Fishbeck, Thompson, Carr & Huber, Inc.  
5913 Executive Drive, Suite 100  
Lansing, MI 48911

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

City of Ann Arbor  
Attn: Tesha Humphriss, P.E., Project Manager  
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.

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.

## **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 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.

## **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.

## **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.



**FOR FISHBECK, THOMPSON, CARR &  
HUBER, INC.**

By \_\_\_\_\_

Its

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

**FOR THE CITY OF ANN ARBOR**

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

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

**Approved as to substance**

\_\_\_\_\_  
Craig Hupy, Public Service Area  
Administrator

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

**Approved as to form and content**

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

## **EXHIBIT A SCOPE OF SERVICES**

### **A. BACKGROUND**

The City of Ann Arbor has entered into this agreement with Fishbeck, Thompson, Carr & Huber to provide engineering construction services for the construction of the Allen Creek Railroad Berm Opening Project (hereafter “Berm Opening Project”).

The railroad berm near the mouth of Allen Creek in the vicinity of Depot Street and Main Street, just west of the Ann Arbor Amtrak Station, is oriented perpendicular to the overland drainage flow pattern and causes the floodplain depth in this area of the City to be as deep as 10 feet during heavy storm events. Upstream of the influence of this berm, flood depths are more typically in the 3 to 5 foot range.

In December of 2013, the City and its consultant, OHM Advisors, completed a feasibility study to determine if it was possible to create openings in the railroad berm to accommodate passage of floodwaters, as well as to allow pedestrians to cross safely under the railroad to get to the park facilities to the north. The feasibility study indicated that it would be possible to lower the floodplain elevation in the area by as much as 6.5 feet as well as accommodate non-motorized access under the railroad. This project includes two stormwater culverts that when installed will lower the floodplain of Allen Creek in the vicinity of Depot Street and North 4th Avenue, just west of the Ann Arbor Amtrak station.

In addition, there is a known trespassing hazard near the project. The lack of a convenient and reasonable pedestrian access linking the downtown area to the Border to Border (B2B) Trail leads to the dangerous and illegal trespassing behavior. The project will also install a large pedestrian culvert beneath the railroad that will provide safe and legal access to the B2B trail from the population center and eliminate this hazard.

In November of 2018, Michigan State Police-Emergency Management Division (MSP-EM) notified the City Staff that the City has received a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant for the construction of the stormwater portion of the Allen Creek Berm Opening Project.

The City has been awarded a Transportation Alternatives Program (TAP) Grant to fund a portion of the non-motorized elements of the project. In addition, the City has also received a Michigan Department of Natural Resources Trust Fund Grant to fund a portion of the non-motorized elements of the project.

Construction is expected to begin in the summer of 2019.

### **B. DESCRIPTION**

Three separate culverts will be installed beneath the railroad tracks, as part of this project. The lower culverts (twin 12 feet span x 7 feet rise) would be used to convey floodwater to the north

side of the railroad tracks and discharge into the Huron River. A higher culvert (14 feet span x 12 feet rise) would be used to accommodate pedestrians.

The three culverts would be (4)-sided concrete pre-cast sections. As the pedestrian/bicycle pathway needs to be protected against inundation during extreme flow events, a flood protection wall will be constructed along the pathway and will be set to one foot above the 1% flood elevation.

A 48” storm sewer will be installed from Depot Street (just west of 4th Avenue) up to the new constructed hydraulic weir at the inlet of the new twin box culverts to convey flood water to the Huron River.

This project includes the construction of approximately 1,275 feet of non-motorized path, which includes a 54-foot prefabricated truss bridge that spans over the Allen Creek outfall. The pedestrian access provided by this project will be lighted using solar energy and serve as the initial phase of the Allen Creek Treeline Urban Trail (ACT). The ACT is a priority recommendation in the City of Ann Arbor’s Non-motorized Transportation Plan (NTP). The ACT runs from the Creeks’ outfall located at the Huron River, north end of the Allen Creek, southerly along the Ann Arbor railroad corridor to the intersection of State Street and the Ann Arbor Railroad.

Fencing will be installed along both sides of the railroad right-of-way, extending from the Ann Arbor RR overpass to the Amtrak train station. This barrier is required by the railroad owner and is intended to prevent the public from trespassing which is both dangerous and against the law.

FTC&H shall manage all aspects of the construction of this project, including but not limited to construction engineering, construction staking and survey, construction material testing, fabrication plant inspections, on-site construction inspection, as-built documentation, coordination with Amtrak, and project management and administration during the construction phase of the project.

### **C. TASKS**

All improvements shall be constructed in conformance with the approved construction plans and specifications. FTC&H shall perform all needed project tasks in conformance with the requirements of the City of Ann Arbor, the Federal Highway Administration, the Michigan Department of Transportation, and the National Railroad Passenger Corporation (Amtrak). In general, the follow scope of items shall be completed by the FTC&H:

Once personnel are assigned to this project, their removal will not be allowed unless specifically requested by the City of Ann Arbor, or mutually agreed upon by the City of Ann Arbor and FTC&H. Personnel assigned to this project shall not work on any other project, unless it is agreed to by the City of Ann Arbor.

FTC&H will coordinate all elements of the construction with all affected parties, including, but not limited to, MDOT, MDEQ, various City Departments, University of Michigan, Police,

Fire, Amtrak and all other Emergency Response Agencies, private utility companies, and the public in general.

FTC&H shall be a party to a formal Construction Phase Agreement with Amtrak. FTC&H shall submit a Permit to Enter to Amtrak. In addition, FTC&H shall submit a Consultant Indemnification Form with the Permit to Enter.

FTC&H shall adhere and provide documentation in accordance with the following required by DTE:

Prior to entering upon the DTE Property, City shall and shall cause its contractors, it's agents and it's agents contractors to procure and keep in force and effect during the entire term of this Agreement a comprehensive general liability insurance policy including insurance against assumed or contractual liability under this Agreement with respect to all of the work related to the Project and pollution legal liability. The limits of such policy with respect to personal liability and property damage shall be not less than Five Million Dollars (\$5,000,000) per occurrence and Two Million (\$2,000,000.00) of pollution legal liability. DTE shall be listed as an additional insured on such policies and copies of such policies or certificates thereof shall be delivered to DTE prior to City's entry upon the Property. The insurer under such policy shall agree not to cancel, materially change or fail to renew the coverage provided by such policy, without first giving DTE thirty (30) days advance written notice. The City also agrees that this insurance policy is primary to any potentially applicable insurance carried by or arranged for DTE and its subsidiaries.

FTC&H shall perform all needed project tasks in conformance with the requirements of the City of Ann Arbor, the Federal Highway Administration, the Michigan Department of Transportation and the National Railroad Passenger Corporation (Amtrak).

In general, the following tasks shall be performed by FTC&H:

- 1. Project Management and Resident Engineering:** FTC&H shall manage all aspects of the construction project up to close out of the project. This task includes all functions and activities necessary to manage and coordinate the project in a capacity as **the City's agent**.

The functions and activities of this task include those typically associated with a reconstruction project of this nature, including, but not limited to:

- a. Establish and maintain lines of communication between all involved parties;
- b. Meet with the City's Project Manager to review all aspects of the project;
- c. Review all project documents (plans and proposal) and the applicable City and MDOT standard specifications to insure a full and complete understanding of the scope of work, staging, and schedule;
- d. Prior to bidding, review the project plans and proposal to identify potential design/detailing issues and make written recommendations to the City relative to these issues;
- e. Provide oversight and coordination of the FTC&H's "project oversight team" including inspection, survey, material testing, asphalt plant sampling, public relations, and any other personnel whether described herein or not;

- f. Plan and facilitate regular "oversight team" meetings;
  - g. Respond to inquiries and/or requests for information;
  - h. Resolve issues that arise during construction of the project with the various City Departments, Amtrak; Ann Arbor Area Transportation Association, the University of Michigan, police agencies, fire department, emergency response agencies, utility companies, local business interests, other formal and informal community groups, and the general public;
  - i. Coordinate and consult with the City's Project Manager as needed;
  - j. Attend meetings as requested;
  - k. Review proposals/claims and make recommendations related to contract modifications, extra work, extra compensation, and/or extensions of contract time;
  - l. Maintain proper records on issues involving disputed claims for compensation;
  - m. Inspect the project work for acceptance for traffic and substantial completion of work for interim and final contract completion dates;
  - n. Daily oversight, management, and coordination of all surveying, inspection (on-site/off-site), testing, and project documentation activities;
  - o. Plan and conduct the pre-construction meeting, the weekly progress/planning meetings, and others as necessary (prepare and distribute written minutes);
  - p. Review and approve the Contractor's Material Source Lists (MSLs);
  - q. Review and accept the Contractor's Critical Path Network, review the Contractor's overall performance and progress and make recommendations, as necessary, regarding the Contractor's conformance with the project's Progress Clause;
  - r. Review and approve the bi-weekly construction estimate;
  - s. Properly measure, calculate, and document all material quantities;
  - t. Document the project consistent with Federal-aid, MDOT, and City requirements;
  - u. Review and approve shop drawings;
  - v. Maintain records related to shop drawing submittal and approval;
  - w. Review and approve contractor submittals for proposed construction methods;
  - x. Maintain records related to contractor construction methods submittal and approval;
  - y. Verify that the contractor uses equipment and methods approved in or specified by the contract;
  - z. Daily oversight of the contractor's activities to verify that the project is being constructed in conformance with the project plans, specifications, and schedule;
  - aa. Verify that the contractor complies with all contract requirements related to the protection of utilities, property, and the environment, safety and health, the EEO, DBE, and OJT provisions;
  - bb. Verify that the contractor complies with all permit requirements as they pertain to MDOT, MDEQ, City of Ann Arbor, etc.;
  - cc. Resolve daily contractor disputes and prepare work orders as necessary.
2. Office **Engineering**: The office engineering and contract administration tasks include those typically associated with a reconstruction project of this nature, including:
- a. Establish, maintain, and utilize a project documentation filing system using standard MDOT "File Manual" format with in ProjectWise;
  - b. Initialize and update material source files associated with FieldManager/FieldBook;
  - c. Import, review, and post Inspector's Daily Reports (IDR) and any associated calculation/drawings;

- d. Track materials (certification/testing) and material quantities;
  - e. Generate and process the bi-weekly construction estimate;
  - f. Track agency participation and dollar amounts relative to standard, nonstandard, and pro-rated pay item participation;
  - g. Create all needed project performance, monitoring, and milestone reporting and monitoring records for submittal to the City, FHWA, Amtrak and MDOT;
  - h. Monitor certified payrolls in relation to IDRs and other project records;
  - i. Process and maintain records for contract modifications and/or work orders;
  - j. Generate and process the BiWeekly Construction Progress Report;
  - k. Monitor project progress vs. the planned critical path method schedule;
  - l. Track and maintain status of miscellaneous submittals and Requests for Information; and
  - m. Balance final quantities of pay items as the project progresses.
3. **Public / Media Relations:** The public and media relations tasks include:
- a. Regular communications with various City Areas and/or Units relative to maintenance of traffic and current or planned work activities;
  - b. Daily communication with Amtrak personnel relative to work within or adjacent to the railroad right-of-way;
  - c. Daily communication with emergency response agencies relative to existing, planned, or changing maintenance of traffic situations;
  - d. Plan and facilitate a maximum of 3 community workshops to communicate project accomplishments/milestones;
  - e. Develop a maximum of 5 project "newsletters" for City distribution;
  - f. Develop press releases for distribution to local media;
  - g. Develop and distribute "local flyers" to communicate issues of "local" importance/impact (i.e. night work);
  - h. Develop, update, and maintain a project specific website; accumulate a project photo gallery and post photos to website as desired and needed.
4. **Project Surveying & "As-Built" Plans:** These tasks will include all survey layout and staking activities necessary for the Contractor's use in constructing the project as detailed on the plans and in the specifications, and all activities associated with developing "as-built" plans.

The specific project surveying tasks include:

- a. Check and verify horizontal and vertical control;
- b. Establish permanent witnessed monuments to serve as primary project control;
- c. Monument proposed right-of-way as required;
- d. Layout all required detour route signing and sign locations;
- e. Stake all earthwork items at maximum intervals of 50 feet;
- f. Stake pedestrian path at maximum intervals of 50 feet, and at all PVI's, PC's, PT's;
- g. Layout retaining wall limits and elevations;
- h. Stake layout of pedestrian bridge foundations;
- i. Locate and stake the locations of existing and proposed wingwalls and dead anchors.
- j. Stake centerline of all proposed culverts at maximum intervals of 50 feet;
- k. Stake centerline of all storm sewer at maximum intervals of 50 feet;

- l. Stake drainage structure centerlines with dual offset stakes;
- m. Stake other miscellaneous structure locations and grades;
- n. Establish and stake out curb and gutter locations and grades at 25 foot intervals, or closer, in order to properly establish all needed points along the roadway(s);
- o. Stake/layout demolition and/or removal limits of all work that is to remain in place;
- p. Stake any required fence relocations, protective fence installation limits, clearing limits, erosion control device locations, driveway approaches, sidewalks, bike paths, sidewalk ramps, and miscellaneous sign locations;
- q. Verify formwork of cast-in-place retaining walls and/or construction of retaining walls for verticality and horizontal alignment;
- r. Develop, check, and distribute cut sheets for all culvert, storm sewer, and curb and gutter; and, maintain field notes in bound books and daily logs.

The specific tasks associated with the development of the "as-built" plans include:

- a. Obtain "original" (electronic format) contract plans from the City;
- b. Document all plan changes, extra work, "revisions to" notes, etc. as project work progresses;
- c. Collect and confirm all field changes;
- d. Develop the appropriate "as-constructed" notes;
- e. Develop/draft the "as-built" drawings;
- f. Review and approve the "as-built" plans.

The "as-built" plans will conform to the City's Standard Specifications and the Public Services Department's AutoCAD drafting standards and will be provided to the City on CD or other approved media.

All construction staking will be performed in accordance with the current edition of the City of Ann Arbor Public Services Department Standard Specifications and as approved by the City. **FTC&H will provide the necessary resources to stake out the project features more than one time due to the length of the project, weather conditions, obliterating of the staking by the contractor, and other related factors.**

- 5. **On-Site Inspection:** Activities associated with this task will be dedicated to verifying that all materials provided and work performed is in conformance with the project plans and specifications, and they include:
  - a. Providing inspection personnel that possess the necessary, current, accreditations consistent with Federal-aid oversight procedures;
  - b. Thorough review of the plans and specifications and other project related documents prior to construction start up;
  - c. Daily communication with Amtrak personnel and contractor supervision to coordinate inspection activities and to properly inspect, test, measure, and document the work;
  - d. Daily communication with the Amtrak personnel and contractor, advising of needed corrections to the work, i.e. traffic control or soil erosion device maintenance, etc.;
  - e. Daily communication with the survey crew(s) to obtain proper interpretation of stakes and coordinate daily staking needs;

- f. Daily communication with testing personnel to properly sample and test the materials and work;
- g. Attend the weekly progress/planning meeting;
- h. Inspect materials to be used in the work, verifying they meet the project specifications;
- i. Document material usage and quantities on the IDR using FieldBook;
- j. Review/inspect the Contractor's equipment to confirm it meets the project specifications, and document the specific type and amount of equipment used on the IDR;
- k. Inspect the contractor's workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements etc., of the specifications, and document this on the IDR;
- l. Inspect and document that the work is performed and completed to the lines, grades, and elevations required by the project plans and specifications;
- m. Document the contractor workforce and weather conditions on the IDR;
- n. Document daily contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including utilities, City forces, adjacent property owners, etc. on the IDR;
- o. Where possible final measure work as it's done by the contractor, calculate quantities and document this on the IDR or in field books as appropriate;
- p. Conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area;
- q. Conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area;
- r. Provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed;
- s. Perform and document NPDES inspections at the required frequencies;
- t. Suspend any work and/or reject any materials not conforming to the contract requirements;
- u. Perform and document wage rate interviews;
- v. Document changes, extra work, "revisions to" notes etc. on the plans to assist in the preparation of "as built" plans;
- w. Develop and maintain the project "punch list";
- x. Keep all needed force account documentation, as required.

FTC&H shall furnish its inspectors with equipment and materials as necessary to properly perform their work. This will include, but is not limited to; laptop computers equipped with FieldBook, cell phones with texting and internet capabilities, proposal, plans, MDOT Standard Specifications for Construction, City of Ann Arbor standard plans and specifications, MDOT standard plans, a Nikon AP-5 Auto Level with tri-pod legs or equivalent, eye level, right angle prism, plumb bob with gammon reel, 25 foot grade pole, 6 foot level, 1 torpedo level, 1-100 foot cloth tape, 1-25 foot steel tape, measuring wheel, pick axe, road point shovel, 8# sledge hammer, paint, first-aid kit, and any other hand tools needed to inspect the work.

Once assigned to the project, inspection personnel will not be removed from, or added to, the project without the written authorization of the City's Project Manager.



6. **Materials Testing & Fabrication Inspection:** National Highway System Federal-aid oversight procedures will be in place for this project. Consequently, all testing will be performed in conformance with current FHWA, MDOT, and City standards, methods, and requirements. The work of this project is on an expedited schedule and as such the material testing FTC&H shall be expected to perform all required testing such that the project schedule is not negatively impacted by the material testing operations. This shall be deemed to include any and all required costs associated with expedited testing to obtain test results to meet the project requirements. In addition to the aforementioned requirement, asphalt testing results and the required written reports shall be returned to the Resident Engineer and the City no later than 4 business days of the original paving. For the purposes of this project, Saturday's are considered business days.

The testing and inspection activities associated with these tasks include: proctor and sieve analyses; in place density control; concrete testing including, compressive and flexural strength tests (cylinders and beams), air, temperature and slump tests; bituminous materials testing including, in-place density, extractions, crush count verification, asphaltic cement content; volumetric testing including, air voids, voids in mineral aggregate, voids filled with asphalt, theoretical maximum density, fines to binder ratio, and performance grade binder verification.

7. **Technical Support:** The technical support activities associated with this task include: review and approve shop drawing submittals; review existing contract documents and make recommendations relative to specification and/or design changes or modifications prior to bidding; provide design engineering, specification and design drawing development when approved changes or modifications are not considered "Construction Design Services"; review and make recommendations relative to methods of construction submittals by the contractor; provide technical support in resolving disputes and issues that arise during construction and documentation of the project.
8. **Project Close-Out:** The project close-out tasks include: Resolve all outstanding disputes and issues relative to extra or additional work, pay item quantities, and materials documentation; preparation for, and attendance at, any and all construction claim meeting(s) at any level of the MDOT dispute resolution process; preparation of any necessary claim packages on behalf of the City; review, analysis of, and recommendations regarding, Contractor-generated claim materials; prepare, review, and balance all final pay item quantities; prepare all final contract modifications; provide complete project documentation and files, specifically as they relate to correspondence, meeting minutes, submittals, contract modifications, work orders, material certifications, test reports, certified payrolls, and interim progress estimates; prepare the contractor's evaluation report; facilitate the MDOT Project Record Review; generate and process the final estimate package; coordinate submittal of project files and "as-built" plans to the City.

FTC&H will obtain MDOT approval of all required files, material certifications, certified payrolls, pay estimates, and the like. The project files will be purged of all duplicate and extraneous materials and organized in a neat and professional manner. An index detailing the location of project materials will be provided.

9. **Construction Design Services:** Design services in the disciplines of road and utility engineering will be provided on an "as needed" basis to incorporate City approved changes or modifications to the original project plans and specifications that require professional design effort and result in the development of new plan drawings, details, or specifications. The hours shown in the FTC&H's Proposed Person-hour Schedule for the Allen Creek Railroad Berm Opening Project are an estimate and shall be used to establish a budget for these services. FTC&H will be reimbursed the actual cost for all approved construction design services. The need for any construction design services shall be approved and agreed to by both the City and FTC&H before the work proceeds. All design work will conform to current AASHTO, FHWA, MDOT, Amtrak and City practices, guidelines, policies, and standards. The specific tasks associated with construction design services include: prepare the required plans, cross-sections, and specifications; identify pay items and associated quantities; compute cost estimate; provide internal peer review; facilitate City approval of the design; and, incorporate design into "as-built" plans.

## **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:

Note each task will be billed separately for storm and pedestrian.

**City of Ann Arbor  
Allen Creek Railroad Berm  
Estimated Manhours**

<b>Firm/Staff</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Task 6</b>	<b>Task 7</b>	<b>Task 8</b>	<b>Task 9</b>	<b>Total</b>
Robb Welch, PE - Project Engineer (FTCH)	95	25	24		10		40	30		224
Tom Gray II, PE - CPM and QA/QC Reviews (FTCH)	2						18			20
John Becht - Field Engineer (FTCH)	36	10	24		304		40	30		444
Mike Henderson - Inspection Technician (FTCH)					1,257	50		30		1,337
Sagar Patel - Inspection Technician (FTCH)					352	100		20		472
Mary Lou Hussey - Office technician (FTCH)		235						60		295
Tim Platz, PS - QA/QC and As-Builts (FTCH)				8						8
Michelle Nitengale, PE - QA/QC and As-Builts (FTCH)				28						28
Casey Veitengruber, PS - Field Surveyor (FTCH)				152						152
Mark Mitera - Field Surveyor (FTCH)				152						152
Kyle Patrick, PE - Technical and Design Assistance (FTCH)							50		50	100
Raja Jildeh, PE - Technical and Design Assistance (FTCH)							50		50	100
Patty Barnard - Production Support (FTCH)		10								10
Jeff Bucholc - Technical and Design Assistance (Quandel)	2				8		20		10	40
Dan Schulte - Railroad Coordination (Quandel)	18						12		10	40
Nik Berzkalns -Materials Testing and Inspection (Quandel)	24	16			24		72	8	40	184
Production Support (Quandel)	2	1						2	2	7
<b>Total Hours</b>	<b>179</b>	<b>297</b>	<b>48</b>	<b>340</b>	<b>1,955</b>	<b>150</b>	<b>302</b>	<b>180</b>	<b>162</b>	<b>3,613</b>

**City of Ann Arbor  
Allen Creek Railroad Berm  
Estimated Manhours**

Firm/Staff	Rate	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Task 9		Total
		Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	
Robb Welch, PE - Project Engineer (FTCH)	\$180	\$ 8,550	\$ 8,550	\$ 2,250	\$ 2,250	\$ 2,160	\$ 2,160	\$ -	\$ -	\$ 720	\$ 1,080	\$ -	\$ -	\$ 2,880	\$ 4,320	\$ 2,160	\$ 3,240	\$ -	\$ -	\$ 40,320
Tom Gray II, PE - CPM and QA/QC Reviews (FTCH)	\$234	\$ 234	\$ 234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,685	\$ 2,527	\$ -	\$ -	\$ -	\$ -	\$ 4,680
John Becht - Field Engineer (FTCH)	\$149	\$ 2,682	\$ 2,682	\$ 745	\$ 745	\$ 1,788	\$ 1,788	\$ -	\$ -	\$ 18,118	\$ 27,178	\$ -	\$ -	\$ 2,384	\$ 3,576	\$ 1,788	\$ 2,682	\$ -	\$ -	\$ 66,156
Mike Henderson - Inspection Technician (FTCH)	\$94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,263	\$ 70,895	\$ 1,880	\$ 2,820	\$ -	\$ -	\$ 1,128	\$ 1,692	\$ -	\$ -	\$ 125,678
Sagar Patel - Inspection Technician (FTCH)	\$86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,109	\$ 18,163	\$ 3,440	\$ 5,160	\$ -	\$ -	\$ 688	\$ 1,032	\$ -	\$ -	\$ 40,592
Mary Lou Hussey - Office technician (FTCH)	\$103	\$ -	\$ -	\$ 12,103	\$ 12,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,472	\$ 3,708	\$ -	\$ -	\$ 30,386
Tim Platz, PS - QA/QC and As-Builts (FTCH)	\$199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,067	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,592
Michelle Nitengale, PE - QA/QC and As-Builts (FTCH)	\$131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,458	\$ 1,210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,668
Casey Veitengruber, PS - Field Surveyor (FTCH)	\$131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,341	\$ 6,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,912
Mark Mitera - Field Surveyor (FTCH)	\$86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,758	\$ 4,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,072
Kyle Patrick, PE - Technical and Design Assistance (FTCH)	\$180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ 5,400	\$ -	\$ -	\$ 3,600	\$ 5,400	\$ 18,000
Raja Jildeh, PE - Technical and Design Assistance (FTCH)	\$199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,980	\$ 5,970	\$ -	\$ -	\$ 3,980	\$ 5,970	\$ 19,900
Patty Barnard - Production Support (FTCH)	\$76	\$ -	\$ -	\$ 380	\$ 380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 760
Jeff Bucholc - Technical and Design Assistance (Quandel)	\$232	\$ -	\$ 464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,856	\$ -	\$ -	\$ -	\$ 4,640	\$ -	\$ -	\$ -	\$ 2,320	\$ 9,280
Dan Schulte - Railroad Coordination (Quandel)	\$157	\$ -	\$ 2,826	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,884	\$ -	\$ -	\$ -	\$ 1,570	\$ 6,280
Nik Berzkalns - Materials Testing and Inspection (Quandel)	\$111	\$ -	\$ 2,664	\$ -	\$ 1,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,664	\$ -	\$ -	\$ -	\$ 7,992	\$ -	\$ 888	\$ -	\$ 4,440	\$ 20,424
Production Support (Quandel)	\$90	\$ -	\$ 180	\$ -	\$ 90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180	\$ -	\$ 180	\$ 630
<b>Total Labor</b>		\$ 11,466	\$ 17,600	\$ 15,478	\$ 17,344	\$ 3,948	\$ 3,948	\$ 25,624	\$ 12,621	\$ 78,210	\$ 121,836	\$ 5,320	\$ 7,980	\$ 14,529	\$ 36,309	\$ 8,236	\$ 13,422	\$ 7,580	\$ 19,880	\$ 421,330

Firm Multipliers: FTCH (3.19) Quandel (2.70) DLZ (3.0)

Expenses	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Task 9		Total Expenses
	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	Storm	Path	
Company Vehicle Mileage @ \$0.95/mile	\$ 1,656	\$ 1,656			\$ 401	\$ 401	\$ 1,296	\$ 864	\$ 8,221	\$ 12,331									\$26,826
GPS @ \$25/hour							\$ 240	\$ 160											400
Leica Robotic Total Station @ \$35/hour							\$ 1,680	\$ 1,120											2,800
Troxler Density Gauge @ \$50/day							\$ 1,050	\$ 700											1,750
Concrete Testing Equipment @ \$50/day							\$ 1,050	\$ 700											1,750
Edge Publicom Media Relations					\$ 16,375	\$ 16,375													32,750
TUV Rheinland Steel Fabrication Shop Inspection											\$ 9,707	\$ 29,115							38,822
DLZ QA Laboratory Sampling and Testing											\$ 2,312	\$ 3,468							5,780
DLZ Structural Steel Visual Welding Inspector (C.W.I.)												\$ 1,050							
DLZ QA Field Materials Testing											\$ 7,280	\$ 10,920							18,200
<b>Total Expenses</b>	\$1,656	\$1,656	\$0	\$0	\$16,776	\$16,776	\$5,316	\$3,544	\$8,221	\$12,331	\$19,299	\$44,553	\$0	\$0	\$0	\$0	\$0	\$0	\$130,128

**Total Fee**                    **\$13,122    \$19,256    \$15,478    \$17,344    \$20,724    \$20,724    \$30,940    \$16,165    \$86,431    \$134,167    \$24,619    \$52,533    \$14,529    \$36,309    \$8,236    \$13,422    \$7,580    \$19,880    \$551,458**

Contingencies: \$48,542

Contract Not to Exceed: \$600,000

**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 contract, 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.