

**GENERAL SERVICES AGREEMENT BETWEEN
Fiber Optic Management LLC dba TurnKey Network Solutions
AND THE CITY OF ANN ARBOR
FOR I-NET MAINTENANCE**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Fiber Optic Management L.L.C. DBA TurnKey Network Solutions

("Contractor") a(n) Michigan Limited Liability Company
(State where organized) (Partnership, Sole Proprietorship, Corporation, LLC, etc.)

with its address at 7020 Southbelt Drive SE, Caledonia, MI 49316, agree as follows on this 12th day of December, 2017.

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

I. DEFINITIONS

Administering Service Area/Unit means Information Technology Services Unit.

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

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

Project means A2 I-Net Maintenance .
 Project name

II. DURATION

This Agreement shall become effective on December 12, 2017, and shall remain in effect until June 30, 2018 unless terminated as provided for in Article XIII. This Agreement may be amended with the approval of City Council to extend the term for an additional 4 years.

III. SERVICES

A. The Contractor agrees to provide A2 I-Net Maintenance Services ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement (collectively also referred to as the "contract documents"):

- Agreement and Exhibits;
- Request for Proposals No. 17-20 and all Addenda (Nos. 1 – 4);

- Proposal of Contractor, dated September 13, 2017, as restated and attached as Exhibit A; and
- Fee Proposal of Contractor dated September 13, 2017, as restated and attached as Exhibit B.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

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.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the Contractor's fee proposal restated in Exhibit B. The fee for Scheduled Maintenance will be paid annually. Payment for Unscheduled Maintenance will 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 Agreement such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage 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. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- 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. PERFORMANCE BOND

Contractor shall provide an annual Performance Bond in the amount of \$50,000.00 based on estimated maintenance services to be performed during that year.

VIII. WAGE REQUIREMENTS

The Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The 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.

The Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this Agreement.

IX. NON-DISCRIMINATION

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 Title IX 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.

X. REPRESENTATIONS AND 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 licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid 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 bid for the purpose of restricting competition.

XI. 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.

XII. 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.

XIII. 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 X 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.

XIV. 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.

XV. 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:

TurnKey Network Solutions
Warren Henderson
7020 Southbelt Drive SE
Caledonia, MI 49316

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

City of Ann Arbor
Thomas Shewchuk
Information Technology Services Unit
301 E. Huron St.
Ann Arbor, Michigan 48104

XVI. 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.

XVII. 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.

XVIII. SEVERABILITY OF PROVISIONS

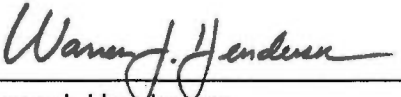
Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that 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.

XIX. EXTENT OF AGREEMENT

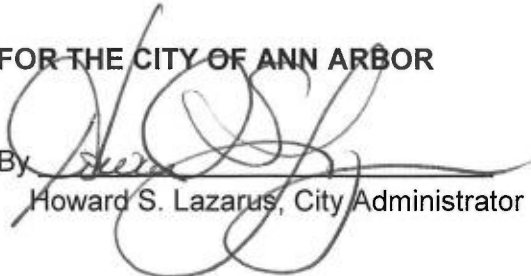
This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, 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 
Warren J. Henderson
President

FOR THE CITY OF ANN ARBOR

By 
Howard S. Lazarus, City Administrator

[Signatures continued on next page.]

Approved as to substance

By Tom Crawford
Tom Crawford, Chief Financial Officer and
Financial Services Area Administrator

Approved as to form and content

for Paul Elko
Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

The scope of this project phase entails routine maintenance, emergency restoration and remedy, and repair of approximately 47 miles of outside plant, and engineering and build services.

Routine Maintenance

The Contractor shall ride out the complete fiber network two times (2) a year. The Contractor shall submit in writing their observations along with digital photographs for location(s) that need corrective action (i.e., fallen tree branch, sagging section, etc.).

This may include but is not limited to; any damaged noticed, fiber needing to be re-sagged or broken lashing wire, down trees, etc. The Contractor shall submit an estimate of the repair work to correct and complete repair.

Within 15 days, the City will provide written approval and/or request further information before maintenance work is approved.

Test, Troubleshoot and Remedy

The Contractor shall be capable of testing fiber, determining the problem and location and repairing/remedying the problem in a timely manner. The City of Ann Arbor may require the Contractor to physically inspect fiber enclosures and to map fiber within before commencing remedy. Documentation of all findings and test results is required.

Emergency Restoration

Upon a call or trouble ticket, the Contractor shall have crews available to be on-site within 4 hours, with fiber restoration within 8 hours or 12 hours of receiving notification from the City of Ann Arbor.

Network Locating Services (as-needed)

The City of Ann Arbor will be the primary provider of locating and marking the City's buried facilities. The Contractor may be asked to perform these services on an as-needed basis.

Fiber Optics Locating and Emergency Fiber Response 2018 Contact List

Provided in Attachment A. Contractor will update and this contact information as needed in writing and send it to the Contract Administrator

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 the nature and amount of compensation the Contractor may charge the City.

Maintenance Call Out Fee Schedule			
Hourly Charges - Aerial			
Aerial Per Man, Emergency Call Out	Per Man Hour	\$ 168.00	
Hourly Charges - Splicing			
Splicing Per Man, Emergency Call Out	Per Man Hour	\$ 188.00	
Hourly Charges - Underground			
Underground Per Man: Emergency Call Out	1 per Man Hour	\$ 190.00	
Billable hourly time will commence at the time of notice of dispatch and will end upon the return to the point of origin. All call outs are billed per man hour.			

Network Locating Pricing		
Each	\$5.00	
Each	\$65.00	
Each	\$20.00	
Each	\$65.00	
Each	\$85.00	Hours Commence upon locator responding to call out
*Prices include paint and flags		
A locate is defined as the location and marking of Customer's underground and buried facilities up to five-hundred (500) linear feet. Each additional five-hundred (500) linear locate, or portion thereof, shall be considered and paid for as a separate unit of work.		
TurnKey uses Korterra locating software that provides positive response required by Miss Dig.		
Emergency tickets are sent to our Korterra software which is set up to email all Emergency tickets from 5pm to 7am to our 24/7 call center and they contact our techs directly. This meets the requirement of Miss Dig for 24/7 response.		
Standard rates apply for working hours 8:00 AM to 5:00 PM Monday through Friday except for state and federally recognized holidays.		

Item No.	Item Category	Item Description	Comments	Cost	Unit
1	Routine Maintenance (Bi-Annual Network Inspection) Includes a twice a year visual inspection of aerial and above ground facilities and submission of a written report.	Identify Preventative Maintenance - Corrective actions for minor issues (e.g., fallen branch, broken lashing wire, etc.	Include all equipment, materials and labor	\$1,500.00 each	2 Per Year
2	Tree Trimming of Aerial Fiber Ring Sections every 3-years	Preventative Maintenance - Tree trimming of aerial segments on a ten (10) year cycle	Optional. Include all equipment, materials and labor	No Bid	Once every Ten (10) Years
3	Adds, Moves and Changes	Additions and/or changes to network for a newly proposed location			Per Request (see below)
3a	Network route design	Additions to network from proposed demarc (e.g., new site location) to closest network ring splice enclosure (i.e., lateral construction — aerial, underground boring and/or both		\$90/hr	Hourly Rate
3b	Project Management	Project management services for adds, moves and changes		\$70/hr	Hourly Rate
3c	Route design drawings (in AutoCad and PDF formats)	Design drawings and drawings rendered for submission of right-of-way emits to organization (e. AT&T, DTE, etc.)		\$65/hr	Hourly Rate
3d	Right-of-way permitting	Submittal of drawings and permit applications to Utilities and other relevant agencies		\$65/hr	Hourly Rate
3e	Aerial construction - Includes labor/equipment for installation and the strand, 48 count fiber and lashing wire only.	Construction of additional 48 count single-mode fiber lateral to the network ring via aerial.	Include all equipment, materials, labor and any restoration costs	\$3.62 Per Foot	Per Foot
3f	Underground boring construction - Includes labor/equipment for the directional drilling of the duct, cable placement and landscape restoration, and the (1) 1.25" duct, 48 count fiber, and tracer wire materials.	Construction of additional 48 count single-mode fiber lateral to the network ring via underground boring	Include all equipment, materials, labor and any restoration costs	\$16.35 Per Foot	Per Foot
3g	Documentation	Creation of final As-built drawings and supporting documentation for new additions to the network including new splices and splice diagrams	Provide in Auto-Cad and (If formats	\$70/hr	Hourly Rate
3h	Fiber splicing	Assume a mid-sheath splice of 48 count single mode fiber into 144 count single mode fiber ring	Include all equipment, materials, labor and assume an 8 hour estimate for work completion	\$26.00 Per splice	Per Splice 48-ct SMF into 144ct SMF ring
3i	Splice enclosure installation - Includes labor/equipment for installation and a Corning splice enclosure.	Splice enclosure installation	Include all equipment, materials, labor and assume a 4 hour estimate for work completion	\$962.00	Per Splice Enclosure
3j	Hand-hole repair and replacement - Includes labor/equipment for installation and the 30" x 48" hand hole.	Installation of a standard Quazite double-deep 30"x48" Hand-hole	Include all equipment, materials, labor and assume a 4 hour estimate for work completion	\$2,250.00	Per Hand-Hole
4	Emergency Restoration	Network Restoration - Labor Costs associated with a storm incident or other incident that causes outages			Per Incident
	4 hour response (on-site) 8 hours repair for aerial segment - Includes labor/equipment for a 3 man aerial crew plus an allowance of \$250.00 for materials. Turnkey will invoice for actual costs per incident.	Response and repair of aerial fiber for 144-ct SMF	Include all equipment, materials, labor and assume an 8 hour estimate for work completion	\$4,282.00	Per Incident
	4 hour response (on-site) 8 hours repair for underground segment Includes labor/equipment for a 3 man underground crew plus an allowance of \$250.00 for materials. Turnkey will invoice for actual costs per incident.	Response and repair of underground fiber for 144-ct SMF	Include all equipment, materials, labor and assume an 8 hour estimate for work completion	\$4,810.00	Per Incident
	4 hours response (on site), 12 hours repair for aerial segment Includes labor/equipment for a 3 man aerial crew plus an allowance of \$250.00 for materials. Turnkey will invoice for actual costs per incident.	Response and repair of aerial fiber for 144-ct SMF	Include all equipment, materials, labor and assume a 12 hour estimate for work completion	\$6,298.00	Per Incident

4 hours response (on site), 12 hours repair for underground segment Includes labor/equipment for a 3 man underground crew plus an allowance of \$250.00 for materials. Turnkey will invoice for actual costs per incident.	Response and repair of underground conduit and fiber for 144-ct SMF	Include all equipment, materials, labor and assume a 12 hour estimate for work completion	\$7,090.00	Per Incident
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Prices include all labor, supervision and costs necessary to complete the project tasks as detailed herein.

** The Contractor is primary, but the City will use its Signs and Signals Unit as a secondary resource for cable repairs, and if requested by IT to assist in certain situations. **

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 and required endorsements or policy language to the City on behalf of itself, and when requested any subcontractor(s) to show that the Contractor has in place the required insurance.

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 Project 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. 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, Contractor Pollution Liability, and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$2,000,000.

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 Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

ATTACHMENT A
Fiber Optic Locating and Emergency Fiber Response
CONTACT LIST

EMERGENCY FIBER OUTAGE

Name	Title	Cell
1. One Call	Emergency Response Line	855-840-8567
2. Marc Medendorp	Splicing Supervisor	616-293-7024
3. Anthony Cobb	Operations MGR OSP Services	616-291-3835
4. Henry Graffenius	Vice President, OSP Construction	269-208-1309
5. Tracey Gerdeman	Vice President, Operations	616-813-8583
6. Warren Henderson	President/Chief Operating Officer	561-371-4473

LOCATING

Name	Title	Cell
1. One Call	Emergency Response Line	855-840-8567
2. Joe Forsythe	Locating Supervisor	269-208-0671
3. Anthony Cobb	Operations MGR OSP Services	616-291-3835
4. Tracey Gerdeman	Vice President, Operations	616-813-8583
5. Warren Henderson	President/Chief Operating Officer	561-371-4473