

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORDSTROM-SAMSON & ASSOCIATES, INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES FOR
FIRE STATION #1 RENOVATION PROJECT
RFP NO. #21-18**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Nordstrom-Samson & Associates, Inc. ("Contractor"), a corporation organized and doing business under the laws of the State of Michigan, with its address at 23761 Research Drive, Farmington Hills, MI 48335. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Fire Department.

Contract Administrator means Fire Chief Mike Kennedy, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means RFP #21-18 Professional Architectural / Engineering Services for Fire Station #1 Renovation Project

II. DURATION

Contractor shall commence performance on September 1, 2021 ("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 RFP #21-18 Professional Architectural / Engineering Services for Fire Station #1 Renovation Project as amended ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. The services Contractor provides will be performed in a manner consistent with that degree of care as ordinarily exercised by similarly situated design professionals currently practicing under similar circumstances. No warranty or

guarantee is included or intended in this Agreement or instruments of its services.

- C. Contractor shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of the execution of this 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 in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or

omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City from and against damages, losses, costs and expenses (including reasonable attorneys' and experts' fees, interest and court costs) to the extent such damages result from the negligent act, error or omission of the Contractor, its employees, subconsultants or anyone for whose actions the Contractor is legally responsible.

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 shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

Nordstrom-Samson & Associates, Inc..
ATTN: Frank Ray
23761 Research Drive
Farmington Hills, MI 48335

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

City of Ann Arbor
ATTN: Fire Chief
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, 3rd 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.

City agrees, to the extent permitted by law but without waiving or abrogating its sovereign immunity, to be responsible for any claim, damage, liability or cost (including reasonable attorney fees), caused by arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by City or any person or entity that acquires or obtains the plans and specification from or through City without the written authorization of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Frank Ray, Chief Executive Officer

This ___ day of _____, 20____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ___ day of _____, 20____

Approved as to substance

By _____
Tom Crawford, City Administrator

Mike Kennedy, Fire Chief

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

1. Background

The Washtenaw County Sheriff's Office Metro Dispatch currently occupies the southern portion of the second floor of City of Ann Arbor, Fire Station 1 at 111 North Fifth Ave, Ann Arbor, MI 48104. Metro Dispatch will be vacating this location the summer of 2021. The space that Metro Dispatch occupies is to be renovated to better serve the administrative needs of the Fire Department.

The layout in attachment A is not the current floor plan. No current CAD drawings exist of the current floor plan.

The project includes the following:

BASE PROJECT AREA (see layout in attachment A)

- a. Entrance to building and lobby area
 - i. Reconfigure outside of south building entrance to comply with American's with Disabilities Act accessibility.
 - ii. New LED lighting in lobby area
 - iii. New exterior signage on windows
 - iv. Access control to unlock lobby door from second floor reception area
- b. Second floor toilet rooms (34 and 35)
 - i. Paint and new LED light fixtures
- c. Stair (36)
 - i. There is a water leak in this stairwell, which is believed to be caused from where the Hands-On-Museum roof ties into Fire Station #1. Vendors have found no leaks in the Fire Station #1 roof, scoped the roof drain to look for cracks or breakage, and have found nothing. Investigation into this issue and a possible solution needs to be included.
 - ii. Repair ceiling and wall drywall and paint entire area including railing
- d. Fire prevention and emergency management (40, 42, 43, 44, 45, 46, 47, 48)
 - i. Office for fire marshal
 - 1. Ideally along east side of building: Fifth Ave
 - 2. Door
 - 3. Insulated walls for privacy
 - 4. Outlets and IT access
 - 5. Minimum 120 ft²
 - ii. Office for emergency management coordinator
 - 1. Ideally along east side of building: Fifth Ave
 - 2. Door
 - 3. Insulated walls for privacy

- 4. Outlets and IT access
 - 5. Minimum 120 ft²
- iii. Four semi-private work stations
- e. Reception area for management assistant (37)
 - i. Sitting area outside of secured office
 - ii. Access to restrooms from sitting area
- f. Reconfigure doors on west hallway
- g. Reconfigure small kitchen area (not shown)
- h. Remove generator from basement for Fire Station 1
 - i. Verify roof generator installed in 2019 can handle entire building load. If yes, then route all back-up power to be supplied by current roof-top mounted generator
- i. New LED lighting, paint, and ceiling grid for renovated area
- j. Reconfigure HVAC with updated thermostats to renovated area
- k. New fire alarm system for entire building (all floors)

SUPPLEMENTAL PROJECT AREA (see layout in attachment A)

- a. Incorporate dormitory, fire chief, assistant chief offices, admin area, and TV room 2 into renovation area.
 - a. Office for fire chief
 - i. Ideally along east side of building: Fifth Ave
 - ii. Door
 - iii. Insulated walls for privacy
 - iv. Outlets and IT access
 - v. Minimum 150 ft²
 - b. Office for assistant chief
 - i. Ideally along east side of building: Fifth Ave
 - ii. Door
 - iii. Insulated walls for privacy
 - iv. Outlets and IT access
 - v. Minimum 120 ft²
 - c. Office for assistant chief
 - i. Ideally along east side of building: Fifth Ave
 - ii. Door
 - iii. Insulated walls for privacy
 - iv. Outlets and IT access
 - v. Minimum 120 ft²
 - d. Work area for management assistant

- b. Seven gender neutral sleeping rooms – interior space
- c. New LED lighting
- d. Reconfigure HVAC with updated thermostats to renovated area

2. Design Phase

- a. Hold kickoff meeting with Fire Department Leadership and Facilities
- b. Review drawings and existing conditions
- c. Complete a code analysis to make sure current work is consistent with current codes
- d. Complete a condition assessment of the building areas within the defined scope of work
- e. Produce up to three design concept alternatives for consideration for renovated areas with one round of revisions if necessary.
- f. Meet with Fire Department Leadership to review the design concepts
- g. Seek approval of final concept before proceeding to Construction Drawing Phase

3. Construction Drawing Phase

- a. Use the approved plan to produce Contract Documents for the renovated areas of the agreed upon areas.
- b. Prepare floor plans, details and elevations with an estimate of probable cost of the proposed changes and approved scope.
- c. Deliverables for this phase will be a set of Construction Drawings and Specifications for the scope of work ready for bid and permit.

4. Bidding Phase

- a. Attend Pre-Bid Contractor Meeting
- b. Assist in distributing plans and specifications electronically
- c. Answer contractor and sub-contractor questions
- d. Prepare Addendums if needed
- e. Review Proposals

5. Construction Phase

- a. Review Shop Drawings and answer contractor requests for information during construction.
- b. Perform bi-monthly site observations to review construction progress. (up to 10 visits)
- c. Evaluate construction progress and review monthly contractor applications for payment.
- d. Review and administer punch list to assist the contractor in completing promptly

ASSUMPTIONS & CLARIFICATIONS

While NSA is capable of providing a wide array of specialty services, the Basic Services Fees in Exhibit B are based upon the assumptions and clarifications listed below.

Please review these items carefully as they are intended to provide further clarity regarding the scope of work and services to be provided.

- Plans of the existing fire station will be provided to NSA at no cost.
- Services in conjunctions with variances and other specialty approval processes are not included in the scope of services.
- Environmental studies, including Hazardous Materials Investigations are not included in the scope of services.
- The combined Basic Services Fee for the Base Project Area (Part A) and Supplemental Project Area (Part B) is based upon both scopes of work being awarded at the commencement of the project as a “single” project.
- NSA’s Basic Services Fee for Bid Phase Services is based upon the understanding that the bidding, negotiation and award phase of the project will be limited to twelve (12) weeks. In the event the Bid Phase exceeds these limits, NSA’s Basic Services Fee may be adjusted. A written request from the Contractor will be required to consider any Basic Services Fee adjustment. Any Basic Services Fee adjustment shall be determined only by written agreement between the City and Contractor.
- NSA’s Basic Services Fee for the Construction Phase Services is based upon the understanding that the bidding, negotiation and award phase will be completed in a timely manner such that construction can commence between November 1, 2021 and January 30, 2022. Once started, it is assumed that construction will be completed within a 120-day (17-week) period. In the event the Construction Phase exceeds these limits, NSA’s Basic Services Fee may be adjusted. A written request from the Contractor will be required to consider any Basic Services Fee adjustment. Any Basic Services Fee adjustment shall be determined only by written agreement between the City and Contractor.
- Excluding site visits to punch-out the project, members of the NSA Team will participate in regularly scheduled construction meetings and site visits every 2-3 weeks over the course of construction, up to seventeen (17) weeks, as a part of the Basic Services Fee. Participation in additional meetings and/or site visits can be provided as an Additional Service.

**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:

FEE PROPOSAL FORM

RFP# 21-18 – Fire Station #1 Renovation Project

Offeror Name: NSA Architecture

The City recognizes that any fees provided by offerors in response to this RFP process are based on the information available and will be subject to negotiations with the intended awarded provider selected by the City.

Base Project Area	
Design Phase	\$ 5,800
Construction Drawing Phase	\$ 12,000
Bidding Phase	\$ 2,000
Construction Phase	\$ 4,800
A. Estimated Total for Base Project Area	\$ 24,600

Supplemental Project Area	
Design Phase	\$ 1,800
Construction Drawing Phase	\$ 3,200
Bidding Phase	\$ In "A"
Construction Phase	\$ In "A"
B. Estimated Total for Supplemental Project Area	\$ 5,000

Estimated Total for Base and Supplemental Project Area (A+B)	\$ 29,600
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KEY PERSONNEL RATES

The following chart identifies NSA Architecture's key team members, their title, and hourly rate through the duration of your project. If the City requests, NSA Architecture can provide additional information for our consultant team.

Staff Name	Staff Title	Staff Hourly Rate
Brooke Smith, AIA	Associate Principal	\$175.00
Greg Mason, AIA	Senior Project Manager	\$155.00
Mary Ray	Senior Interior Designer	\$130.00
Michael Shuell, AIA	Senior Architect	\$145.00

**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. 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	General Aggregate
\$1,000,000	Personal and Advertising Injury

B. Insurance required under A.2 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. 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. 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.

