

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
FISHBECK, THOMPSON, CARR & HUBER, INC.
AND THE CITY OF ANN ARBOR
FOR GENERAL ENGINEERING AND CONSULTING SERVICES**

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 39500 MacKenzie Drive, Suite 100, Novi, MI 48377 agree as follows on this 7th day of August, 2015.

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

I. DEFINITIONS

Administering Service Area/Unit means Field Operations Services Unit.

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

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

Project means General Engineering & Consulting Services, RFP No. 928.

II. DURATION

- A. This Agreement shall become effective on August 7, 2015, and shall remain in effect until June 30, 2017 unless terminated as provided for in Article XI. The second fiscal year of the contract from July 1, 2016 to June 30, 2017 shall be subject to the availability of funding.
- B. Subject to the availability of funding in each of the two years, the term of this contract may be renewed for one additional two-year period upon the mutual agreement of the parties. Should the City wish to renew this contract, it shall provide notice to the Contractor no later than sixty days prior to the expiration of the current contract term. If renewal is acceptable, the Contractor agrees to provide acknowledgement of same no later than fourteen days after receipt of notice by the City. The parties agree to execute a renewal agreement under the same terms and conditions as the current contract, subject to possible rate adjustments as provided below.
- C. If the contract is extended, a onetime cost escalator at the time of contract renewal of no more than 3% may be added to the original submitted rates. A written request from the Contractor accompanying the acknowledgement of contract renewal will be required to consider any rate adjustments. Rate adjustment requests are subject to negotiation by the City prior to contract renewal.

III. SERVICES

- A. The Contractor agrees to provide general engineering and consulting services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B for acceptable work performed and acceptable deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$100,000 per fiscal year. Payment shall be made monthly following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

XII. REMEDIES

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

XIII. NOTICE

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

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

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

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

City of Ann Arbor
Craig Hupy, Public Services Area Administrator
301 E. Huron St.
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.

FOR CONTRACTOR

By _____

Its _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

Proposed Work Plan

FTCH has assembled an experienced engineering team to meet the City of Ann Arbor Field Operations Unit's needs for its as-needed engineering services. Our professional staff will support the Field Operations Unit with comprehensive engineering services including, but not limited to, preparing plans, specifications, and estimates of costs of construction projects; detailed studies on specific items; conducting investigations; preparing reports; land surveying activities; construction inspection; and construction contract administration.

FTCH has integrated technology that brings our different technical divisions and experts together in a collaborative environment to provide one source for your as-needed services. Our staff regularly meets via videoconference, Microsoft Live Meeting, Net Meeting, and/or through telephone conferences to collaborate on projects. Every project, while somewhat similar, typically has its own nuances. FTCH has developed tools to help our project managers identify the right personnel for any given project. By providing a single point-of-contact, our clients work closely with the assigned project manager to assess the goals of each project and identify any specialty services that may be required.

Our work plan will focus on starting and finishing critical tasks to meet a particular project schedule and achieve its goals. We will use the City's standards for project drawing preparation and follow the City's sheet numbering and file naming conventions. The project contract documents will be prepared to follow the City's standard contract documents and other requirements as directed by City representatives.

Kickoff Meeting

As project needs are identified by Unit staff, and subsequent to a particular task being assigned to FTCH, our work will begin with a kickoff meeting to identify project goals and expectations. We will also establish a communication plan to identify key staff responsibilities to help identify project status and complete projects within scheduled limitations.

Project Plan

Phase 1: Information Gathering — It will be initiated with the scope verification meeting, then the project kickoff meeting. We will come to the meeting prepared with the team work plan, questions, and information needed from the City. The geotechnical work plan and investigation will commence, as necessary. Utility information will be gathered and placed on the drawings. Design standards will be established or confirmed. Project goals will be verified with the City. Stakeholder coordination will be initiated once the scope and project plan are fully identified. Project history will shed light on the project needs.

Phase 2: Concept Plan Preparation — Consists of preparing 30-percent plans and specifications. At the conclusion of phase two, we will have input from all stakeholders and concepts approval.

Phase 3: Preliminary Plan Preparation — Consists of preparing detailed design plans and specifications and the preliminary plan package submittal. Plans will be 70 percent complete.

Phase 4: Final Plan Preparation — Consists of completing the bid document (plans, specifications, and estimate). Plans, specification, and estimates are 100 percent complete.

Phase 5: Project Closeout — Consists of preparing the final deliverable and project closure.

Our experienced team of professionals will endeavor to identify items critical to project success such as permit issues, schedule challenges, potential environmental impacts, contentious issues, safety considerations, and potential utility conflicts.

Coordination

Effective communication is a prerequisite to a project's success. Our communications plan is the basis for our coordination plan. With our project manager as the single point-of-contact, we will ensure critical issues are documented and tracked and the City's Field Operations Unit Project Manager is informed at all times in an effort to reduce surprises. Our project manager has proven experience coordinating complex projects. With the City Project Manager's approval, we will apply/coordinate the following:

- Implement a work plan, schedule, and budget that meet the City's objectives and goals. These documents are provided to all team members for review and comment.
- Provide a monthly summary of project status that reviews earned value of completed work, and work to be completed in the next invoicing cycle. We use this information to identify potential schedule and budget impacts.



- Schedule periodic meetings to discuss work progress and related items. Communication and input are valuable tools to ensure the City's concerns are addressed.
- Conduct regular internal meetings with project team members to review progress and schedule, coordinate work items, and set priorities for upcoming weeks.

Public and Private Utility Coordination: The project and utilities can significantly impact each other; effective utility coordination is a priority.

Team Members: Our project team is efficient. FTCH will hold coordination meetings at key project progress points. This includes a kickoff meeting, presubmittal meetings, and review meetings. Our QA/QC will be crucial for providing uniform bid documents. Information from the City's Field Operations Unit and various divisions will be coordinated with internal team meetings to avoid work revisions, as directed by the City's Project Manager.

Constructability: Our design and construction team members are seasoned experts in dealing with difficult and complex design and maintenance issues, and accordingly incorporate this practical experience toward proposed methods and solutions that minimize construction challenges, with the outcome goal of minimizing project delays and potential construction claim issues. Plans will always be reviewed by our experienced team of construction managers.

Traffic Control for Design Activities: We will address traffic control and costs for the geotechnical investigation and survey during the price proposal phase. Our project manager is also a certified professional traffic operations engineer (PTOE). Accordingly, maintenance of traffic (MOT) plans will always be integrated into proposed project solutions.

Construction Critical Path Method (CPM): For complex projects, we will prepare a CPM chart, as necessary or as directed by the City's Project Manager. FTCH construction staff will review the CPM chart in an effort to mitigate constructability issues prior to presenting the CPM chart to the City for consideration.

QA/QC Plan — Project quality begins with a commitment from our team to provide high-quality engineering services consistent with our client's goals and expectations. For each project, a QC plan will be tailored to address the project type, needs, complexity, and schedule. In general, it is anticipated QC reviews will be conducted at concept stage, 70-percent stage, and final stage. At each QC stage, we will verify the QC plan, project goals and design criteria with the City Project Manager, plan quantities and engineers cost estimate; review unique special provisions; review plans in PDF screen view and hard copies; and look for printing discrepancies and common mistakes. The QC process will also check the project's QC record which includes a history of significant events, utility information, and noted potential conflicts, MOT plans, construction items for constructability, and compliance with the project CPM.

Typical Survey Projects

FTCH has the experience and staff to successfully complete the survey task 3 and 10 identified in the RFP. At the request of the City's Project Manager, FTCH will provide experienced field and office personnel to complete design and construction surveys. The work will be completed under the direct supervision of a professional surveyor, licensed in the State of Michigan. Upon receipt of authorization, FTCH will promptly dispatch our professional staff and the equipment necessary to complete the work within the required time frame. We understand the work may be located anywhere within the City and on an as-needed, project-by-project basis.

Surveys can be standalone projects where steps outlined in the general work plan can ensure the project's success. Where the survey assignment is a part of a design project, the assignment will follow that project work plan.

FTCH will follow City requirements, provide the required survey, and provide personnel most qualified to efficiently perform the specific task at hand. FTCH uses modern global positioning system (GPS) equipment and robotic total stations, digital and laser levels, and traditional total stations to perform field surveys. Using this equipment to its fullest extent requires highly trained and qualified personnel, and results in efficiently acquiring field data. The use of Real Time Kinetic (RTK) GPS and/or robotic total stations allows a single surveyor to obtain field data and leads to significant time savings. We understand the City currently uses vertical datum of NAVD88 and horizontal datum of NAVD83 (Michigan State Plane coordinates, international feet).

In addition to the surveying, FTCH has experienced staff that has completed literally thousands of easement documents for facilities such as buildings, roads and utilities.

All survey crews are assigned 4-wheel-drive trucks with a complete supply of miscellaneous survey and safety equipment. Survey vehicles are equipped with strobe lights and reflective conspicuity tape. All survey staff are furnished with personnel protective equipment, such as reflective vests, hard hats, steel-toed boots, safety glasses, and cell phones. Each survey vehicle is also equipped with temporary safety signage and traffic cones.

FTCH has access to a complete line of Microsoft Office applications. Our survey personnel have completed many projects compiling mapping information and digital terrain model creation and have been participants in AutoCAD users groups. We understand that the City uses AutoCAD Civil 3D 2013 (C3D) design software for surface, profile, and cross section generation. We will request updated City survey templates frequently. Deliverables will be submitted in the requested format for each service request. Our surveyors are fully prepared to provide topographic and hydraulic surveys in addition to construction staking.

Typical Water, Storm, or Sanitary Sewer Projects

FTCH has the experience and staff to successfully complete the utility tasks 1, 2, 7, and 8 identified in the RFP.

Water Supply Systems

FTCH uses our expertise in design and construction of water distribution systems to help clients get water from their supply source to their customers innovatively and economically. We have a strong modeling group with extensive experience developing water reliability studies and analyzing system capacities to determine future system needs and optimal size of storage facilities. We have designed water systems from the smallest local system upgrades to the large transmission mains servicing multiple communities. Our water supply systems team provides the following services:

General

- System master planning
- Rate studies

Analysis and Modeling

- Existing system surveys
- Flow testing
- Pressure network analysis
- Pressure zone analysis
- Reliability studies

Design and Construction

- Large-diameter transmission systems
- Distribution systems
- Pressure regulating systems
- Booster pumping stations
- Storage tanks and reservoirs

Alternatives

- Directional drilling
- Installation methods
- Special materials



Our water system design team is currently involved in the following:

- Working with the City of Ann Arbor to design an elevated storage tank system. The project includes hydraulic modeling, storage tank and water system pumping design, and construction engineering – including an extensive public participation program.
- Working with the City of Flat Rock on updating their water reliability study.
- Final negotiations with the City of Wyandotte to help them evaluate the improvements necessary for the City to provide water service to a neighboring community. This will include combining two separate water hydraulic

models, developing alternatives, determining the required improvements to both systems, and the cost to provide adequate capacity fire protection flow, and reliability.

Storm Drainage Systems

FTCH has recently helped communities and counties throughout Michigan prepare development standards and specifications. FTCH specializes in the management and restoration of water resources. FTCH was on the steering committee for the 2008 SEMCOG's LID Manual for Michigan. We helped lead a committee that initially prepared the Kent County Stormwater Standards, and then assisted in a review when these were modified for use in Ottawa County. FTCH also provided input during development of the current Allegan County standards.

Mr. McKissen is a certified floodplain manager and is currently a participating committee chair on state level floodplain associations. These contacts will bring a benefit to the City as regulatory issues need to be addressed.

Remaining actively involved in the evolution of constantly changing regulations is key for a municipal consultant. FTCH is currently working with the Cities of Grand Rapids and Toledo on changes to the National Flood Insurance Program (NFIP) as a result of the Federal Emergency Management Agency (FEMA) map modernization process. The National Pollutant Discharge Elimination System (NPDES) Phase II stormwater programs for MS4s went through a major change last fall. Our staff was instrumental in developing the watershed-based compliance alternative for this program, and currently participates in a committee to review the direction of the future program.

A study approach that integrates economic, social, and environmental concerns into a sustainable development plan is essential. FTCH recently completed a comprehensive wet weather control plan for the City of Lansing (\$453 million, 40-year plan), that applied the Team Based Learning (TBL) evaluation process to ranking alternatives to control wet weather flow. This plan provides a holistic strategy to meeting combined sewer overflow (CSO), sanitary sewer, and stormwater challenges for the City of Lansing within a complex regulatory framework. We have also developed tools for infrastructure management planning to help prioritize municipal projects in a way that considers all infrastructure needs (roads, sewers, and water mains) to ensure limited resources are invested wisely. The infrastructure management approach builds on available GIS data and provides easily understood graphical output for presentation of recommended capital improvement programs (CIPs).

Providing a broad range of services, we have expertise in hydrologic processes to reduce the impacts of stormwater runoff, the design of hydraulic systems to facilitate drainage/flood control, the knowledge of biological systems to retain stormwater onsite, and the facilitation skills to engage land users from all areas of a watershed in process.

The FTCH team is excited about the opportunity to work with the City on any future environmental or water resources projects. We are ready to provide the specialized expertise, attention, responsiveness, and commitment to meet the project schedule(s) and provide planning deliverables to help guide your decision making for many years. Our FTCH stormwater team is very experienced in retrofitting and/or integrating green infrastructure with existing stormwater collection systems.

Wastewater Services

FTCH provides services for both new and existing sanitary sewer collection systems. From future system master planning to existing system reconstruction, FTCH has the experience to meet most wastewater project's needs.

Our design team includes civil, process, structural, electrical, SCADA, and HVAC engineers. We can design simple local gravity sewers to complex pump stations in-house. We have worked with most rehabilitation technologies for manhole and pipe rehabilitation and have experience with almost every type of pump system used in the State of Michigan.



FTCH has helped many communities successfully implement state revolving fund (SRF) project plans. FTCH has self-performed flow monitoring, hydraulic modeling, and a sewer system evaluation surveys (SSES) to determine the most cost-effective way to address a communities capacity issues.

FTCH flow monitors have been installed at numerous sites as part of project plan strategies to isolate infiltration/inflow (I/I) in the community system and support the sewer modeling effort. The SSES efforts have also included televising hundreds of thousands of feet of sanitary sewer, evaluating and inventorying thousands of manholes, smoke testing for illicit storm connections, and sump pump inspections. Our surveyors, inspectors, and engineers are PACP/MACP/LACP certified, and a large portion of our inspectors and engineers are also confined space entry certified.

Within our infrastructure division, is a geographic information systems (GIS) group that works in combination with our civil engineers to develop water, stormwater, and wastewater GIS systems for our communities. Their experience is being extensively used by our community clients in implementing the SAW Grant asset management programs.

FTCH is working with multiple communities across the state to implement asset management program under the SAW Grant system. We are currently developing GIS systems for these communities. We are also using tablets and GPS equipment, to locate and inspect their manholes and pump stations to generate condition assessments of the structures and equipment with associated repair/replacement costs. The structures will be then be ranked and prioritized as part of the final 20-year CIP plan.

Ms. Sedki is involved with several local SAW Grant projects including:

- Oakland County Water Resources Commissioner
- Macomb County Public Works Commissioner
- Macomb Township
- River Rouge
- Flat Rock
- Lansing

We have provided the following wastewater services to many municipal clients.

- Flow monitoring
- Flow modeling
- Collection system modeling
- Capacity assessment
- Master planning
- Studies
- New system design
- Pump stations
- Regulatory compliance assessment
- Sanitary sewer overflow control
- Sanitary sewer rehabilitation
- Permitting
- CSO control
- S2 and SAW Grant assistance

FTCH is also the prime consultant for a \$453 million program responsible for project management, sewer separation design, regulatory assistance, planning, and budgets of the City of Lansing Integrated Wet Weather Control Program. CSO sewer separation design is underway for three contracts with a construction budget of \$30 million. The program includes CSO, sanitary sewer overflow (SSO), and stormwater improvements to comply with the NPDES Permit and Administrative Consent Order. The integrated approach provides a comprehensive, system-wide hybrid plan of sewer separation, wet weather source control, green infrastructure, storage for equalization, transport improvements, emergency bypasses, high rate treatment, and pump station improvements and replacements. The project funding is provided by SRFs. A public relations consultant assists with branding and communication with stakeholders.

Work Plan

Following the project kickoff and project plan preparation, design requirements will be established. FTCH will compile all necessary comments, agency requirements, and permit applications for bid document generation.

Engineering Design — FTCH will develop design documents consistent with City and/or local agency requirements as permit conditions merit. Below is FTCH's anticipated scope of services:

- Evaluate site conditions and coordinate the appropriate geotechnical evaluations.
- Apply accepted engineering practices to meet applicable codes, regulations, and appropriate City standards and ordinances.
- Review the need for traffic operation analysis. This may include a review of historical crash data, traffic volumes, intersection levels-of-service, and queue lengths, along with recommendations for improvements.

- Develop detailed design drawings. The drawings will show all construction work in sufficient detail for project construction.
- Develop a plan to minimize disruption to motorists.
- Develop contract documents, plans, and special provisions in accordance with current City, road commission, and Michigan Department of Transportation (MDOT) standards.
- Prepare a soil erosion and sedimentation control (SESC) plan in compliance with Part 91 of PA 451.
- All design drawings will be in AutoCAD or MicroStation specifications.
- Perform required QC review of the design drawings and specifications.
- Prepare required Michigan Engineers' Resource Library final cost opinion of construction for use in proposal preparation.

Design Assistance During Construction — FTCH is prepared to provide as-needed engineering assistance during the construction phase to ensure the scope of work is adequately completed in accordance with the construction documents. Specific services proposed for the construction engineering phase include:

- Attend the preconstruction conferences and monthly progress meetings. Advise the City in aspects of the project and act as the City's professional representative on the project, if authorized to do so.
- Perform periodic visits to the construction site to observe progress and consult with the City and contractor concerning issues or progress with the work.
- Review shop drawings and other data submitted by the contractor for general conformity to the contract documents.
- Interpret contract documents.
- Perform a final inspection of the completed construction work and provide written recommendations concerning final payment, including a list of items, if any, to be completed prior to making final payment.

Typical Construction Projects

FTCH will provide construction engineering/administration; technical assistance; inspection; construction staking; measurement, computation, and documentation of quantities; reporting and record keeping; and finalizing all project documentation, as requested in Task 2 of the RFP. We will furnish all materials, equipment, supplies, and incidentals necessary to perform the services and check and/or coordinate the testing the materials, equipment, supplies, and incidentals, as necessary, in carrying out this work.

We will provide staffing for the requested services in the RFP, per specific project needs, and as required by the City's Field Operations Unit Project Manager. Assigned projects will be staffed with personnel that have appropriate qualifications and experience to cover the work unique to the project. This may include a project engineer; road and bridge inspectors; water main and sewer inspectors; office technician/technical assistant; stormwater management engineers; electrical, mechanical, and structural engineers; instrumentation and control and SCADA specialists; forestry specialists; and surveyors.

FTCH is very aware of the flexibility required for staffing as-needed contracts. Requests for staff will be made a priority to ensure the City's projects have continual inspection coverage. FTCH is prepared to provide the following services:

Project Engineer — Provide experienced project engineers knowledgeable of construction procedures and practices. FTCH project engineers have extensive local agency and MDOT experience and will manage projects consistent with City requirements, and MDOT requirement on federally funded projects.

Inspectors — Provide full- and/or part-time inspectors who are technically qualified and experienced with City of Ann Arbor, Washtenaw County Road Commissioner, and/or MDOT practices and procedures, as well as other jurisdictional agencies. Once assigned the project, inspection personnel will not be removed from, or added to, a project without the written authorization of the City's Project Manager.

SESC — Provide Michigan Department of Environmental Quality (MDEQ) SESC-certified inspectors that may be required to perform SESC reviews and generate NPDES reports per MDEQ and project guidelines. Any violations of the NPDES permit by the construction contractor will be immediately reported to the City Project Manager.

Technical Assistance — Provide an experienced office technician to review force account submittals, review final field-measured quantities, assist in drafting contract modifications, attend meetings, work closely with FTCH technicians to finalize quantities, assist with project closeout, and perform other technical duties assigned by the FTCH project engineer or City Project Manager.

Meetings — The FTCH project engineer may be requested to arrange and conduct progress and periodic meetings, and prepare and distribute meeting minutes for these meetings. We will coordinate this task with the City's Project Manager.

Staking — Perform construction staking in accordance with City standards. Inform the City Project Manager of any plan errors, discrepancies, or omissions identified by the contractor and make recommendations of any resolution. In addition, FTCH will verify the contractor's bench loops, verify the as-constructed plan information provided by the contractor, and incorporate it into the final as-constructed plan. In addition to field checks that may be specified in the project specifications, FTCH survey staff will field-verify plan grades for sewer invert and outlet grades, top of casting grades, and ditch and other drainage grades; obtain cross section profiles at all connections to existing roadways and bridges to verify plan tie-ins; and check plan grades versus field verification at all bridges for under clearance as deemed necessary by the City Project Manager.

Progress Documentation — Prepare inspector's daily reports (IDRs) with FieldBook/FieldManager, keep daily diaries, sketches, logs, photographs, and records consistent with the requirements of the City of Ann Arbor and department practice, as necessary to record the contractor's progress.

Changes/Extras/Adjustments — The FTCH team will notify the City Project Manager immediately of any unanticipated project conditions and any changes, extras, or adjustments to the contract, and assist in developing work orders and/or contract modifications for review, consideration, and approval by the City Project Manager.

Contentious Issues — Communicate with the City Project Manager and document any problems, issues, discrepancies, or other items brought to the attention of FTCH by the contractor. Provide written recommendations to the City Project Manager for resolution of these issues.

Staff Reductions — FTCH will withdraw any personnel or halt services no longer required, as determined by the needs of the project and/or as directed by the City Project Manager.

Deliverables — FTCH will collect, properly label or identify, and deliver to the City any original diaries, logs, notebooks, accounts, records, reports, as-constructed plans, photographs, other documents, and project files prepared by FTCH in the performance of the project services, or upon completion or termination of the project contract.

Constructability Reviews — FTCH can provide constructability reviews of projects designed by other consultants, if requested by the City Project Manager.

Equipment — FTCH will furnish all equipment necessary to perform daily inspections and documentation of work activities, as defined in the RFP Task No. 2, item 5.w. This includes laptop computers equipped with FieldBook, cell phones, copy of 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, one 100-foot cloth tape, one 25-foot steel tape, measuring wheel, pick axe, road point shovel, No. 8 sledge hammer, paint, first-aid kit, and any other hand tools needed to inspect the work.

Inspection — FTCH will provide experienced construction inspectors knowledgeable of City standards, and Washtenaw County Road Commission and MDOT inspection/reporting procedures. The key inspectors identified on the organizational chart have prior experience working on local agency and MDOT-funded projects. We will provide as-needed QC inspection of contractor construction work and confirm substantial conformance with the specifications, plans, and proposal. All noncompliant work will be brought to the immediate attention of the FTCH project engineer and/or City Project Manager.

The FTCH inspectors will measure and compute quantities for items of work and provide appropriate documentation of all materials incorporated into the project. An item record account will be maintained using FieldManager/FieldBook software. We will prepare reports and sketches, as required by City or MDOT procedures, to document the quantity of work performed and quantity of materials incorporated into the project. Reports generated may include, but are not limited to, IDRs; Moisture and Density Determination Reports (Form 582BM); Inspector's Report of Concrete Placed (Form 1174A-M); NPDES Stormwater Operator Reports (Form 1126); and force account records. For special projects, our project manager will confirm the City's preferred documentation forms and/or reports.

Subsequent to obtaining original electronic format contract plans from the City, we will maintain as-constructed (as-built) plans showing any field changes, final utility locations, substantial quantity changes, etc. We will verify the as-constructed plan information provided by the contractor. The level of effort required to prepare as-constructed plans will be coordinated with the City Project Manager on each project.

Our staff will be certified to perform concrete QA testing and SESC inspections. We will also provide all reference documents necessary to perform their duties as an inspector. This includes a copy of the current MDOT Standard Specifications for Construction, MDOT Standard Plans, Michigan Construction Manual, Materials Sampling Guide, and all other applicable references and guides.

Each inspector will be provided with all hand tools and equipment necessary to complete the work. This will include a tape measuring wheel, 4-foot level, field books, laptop computer, current version of FieldBook, Microsoft Office software, testing equipment, and survey level, as required.

Each inspector will be required to drive a vehicle marked with our company's logo. If personal vehicles are used, magnetic signs will be provided. Each inspection vehicle will be equipped with an amber warning light and other safety equipment deemed necessary.

Construction Staking — At the request of the City Project Manager, FTCH will provide experienced field and office personnel to perform construction staking, as indicated in the contract documents, MDOT Standard Specifications for Construction, or the requirements of local jurisdictional agencies. Work will be done under the direct supervision of a professional surveyor, licensed in the State of Michigan. Upon receipt of a request for survey, FTCH will promptly determine the proper staff, equipment, and schedule necessary to complete the request in the required time frame.

All key personnel assigned to this project will be certified as professional land surveyors, professional engineers, land surveyors-in-training, or certified survey technicians. Our field and office staff have completed numerous design and construction surveys for MDOT and multiple municipal clients. Project staff are experienced with Design Survey Standards of Practices, MDOT Design Survey Manual, and MDOT construction staking standards.

Typical Architectural, Structural, Mechanical, and Electrical Projects

FTCH has the experience and staff to successfully complete the architectural, structural, mechanical, and electrical tasks 4, 5, 6, and 9 identified in the RFP. As a full-service architectural, engineering, and interior design firm, FTCH will provide all services, including mechanical, structural, and electrical engineering and interior design, in-house, without the need for any outside consultants. We have found this comprehensive approach to professional services to be a benefit to our projects and clients, providing enhanced communication among the entire design team as a result of working together on a regular basis and in the same facility. A general approach to our work plan is listed below.



General Requirements

- In conjunction with the City, FTCH will maintain a schedule throughout the project allowing for appropriate owner and state regulatory review times.
- Provide a project estimate of probable costs and monitor project budget throughout all phases of the project.

Programming

- Review and analyze preliminary information furnished by the City. Confirm program and cost data are adequate.



- Interview key City personnel to understand additional goals and requirements.
- Prepare an updated program document confirming project goals, space requirements, and costs

Construction Documents

- Drawings can be prepared to a BIM Level of Development 300 as defined by AIA G202, Project BIM Protocol Form.
- FTCH can prepare bid packages to issue for construction manager or general contractor bids.

Construction Phase

- Make bi-weekly visits to the site to observe construction progress and general conformance with the construction documents.
- Review shop drawing and sample submittals.
- Respond to requests for information and prepare addenda and change orders, if needed.
- Prepare one initial punch list and one back-check review list.



Property Condition Assessment Example Work Plan

FTCH can also provide building-related assistance to the City's Field Operations Unit, for a variety of professional disciplines. We will typically complete an assigned project with a written report summarizing the work performed, results, and conclusions. Depending on the task assigned, a project report will be issued three to four weeks following receipt of notice to proceed. All reports are reviewed for accuracy by senior management (team leader and/or project manager) before transmittal to the client. Most of the projects are initiated based on the completion of several levels of a property condition assessment.

The purpose of this property condition assessment (PCA), and completing a property condition report (PCR), is to observe and report on the physical condition of the subject property, to the extent feasible pursuant to the processes prescribed in American Society for Testing and Materials (ASTM) Standard E2018-01, *Standard Guide for Property Condition Assessments: Baseline Property Condition - Assessment Process* (the Standard). This PCR incorporates the information obtained during the walk-through survey, document review, and interviews sections of the Standard, and includes opinions of probable costs for suggested remedies of the physical deficiencies identified.

To complete a PCA, FTCH will conduct the following typical tasks.

Review for Physical Deficiencies

- Evaluate for conspicuous defects in readily accessible areas.
- Does not include routine maintenance items.
- Does not include measures and calculations.

Review and Interview

- Fire department records.
- Building code enforcement records
- Safety inspection records.
- Most recent appraisal.
- Drawings and specifications, if available.

- Historical repair records.
- Pending repair contracts.
- Building turnover/rental records.

Walk-Through Survey

- One visit.
- Photographs.
- Structural frame and building envelope.
- Roofing.
- Heating/ventilation/air conditioning systems.
- Electrical system.
- Elevators.
- Life safety/fire protection.

Project Schedule

We have reviewed the solicitation schedule for the RFP as shown in Section No. 1, page 5, and make the following acknowledgements.

Proposal Due Date	May 14, 2015	Acknowledged.
Interview Consultants	May 25 or 26, 2015	FTCH team is available to interview on these dates.
Consultants Selection	July 6, 2015	FTCH negotiator is available to meet on this date.
PSA Execution, Award, and Notice to Proceed	July, 2015	FTCH is prepared to begin to provide our professional services to the City's Field Operations Unit as quickly as needed.

We have listed several work plans for a variety of professional services we offer. While not comprehensive of our entire professional environmental, civil, architectural/engineering (A/E), and construction management services, we have attempted to show the typical work plan process includes one underlying principle. That principle is communication with our client. The primary control for providing high-quality service on schedule and within budget is effective communication. FTCH provides an atmosphere that supports open communication between project managers and clients. We are committed to providing high-quality design and engineering services.

We will meet with you to discuss each assigned project. We will listen. We will confirm the scope of work and project time schedule. Our fees will be based on completing the work assigned efficiently and with the high quality service our firm is known for.

FTCH will ensure a quality product, delivered on time and within budget, is provided to the City. To accomplish this goal we will:

- Assign a qualified and experienced project manager. Communication between the City and project manager will be continued through construction efforts. Continuation of this from design phase through construction helps ensure project objectives are implemented throughout the project.
- Implement a work plan, schedule, and budget that meets the City's goals and objectives.
- Participate in periodic meetings to discuss work progress and related items. Communication and input at these meetings is a valuable method to ensure the City's concerns are addressed early in the project.

Our firm uses a computer-based project control system that tracks the progress and schedule of each particular project, allowing us to know exactly, at any given time, from conceptual design to final construction documents, the manpower associated with a project and the critical path needed for completion. This system aids the project manager in providing proper staffing in sufficient quantity to maintain a project on schedule and within budget. Programmed into the specific tasks are allowances for critical checks and QC reviews. It is the project manager's responsibility to continually maintain the project control system and ensure a quality design, on schedule, and within the budget. We will commit the necessary staff and resources to see your project through to a successful completion.

We understand and commit that once we submit our proposed schedule, we will negotiate in good faith with the City's Field Operations Unit, and the final schedule will be based on the final scope of work and work plan agreed to by the City and FTCH.

**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:

FTCH Fee Schedule
City of Ann Arbor
Field Operations Unit
General Engineering and Consulting Services - RFP No. 928

Name	Project Role	Hourly Rate	Overhead (190%)	Fixed Fee (11%)	Total Hourly Rate
Chris Wall, PE, PTOE, PTP	Primary Client Contact/Project Manager	\$49.33	\$93.73	\$15.74	\$158.79
Steve Nichols, PE	Principal-in-Charge/Authorized Negotiator	\$69.70	\$132.43	\$22.23	\$224.36
Dave Potter, PE, CSI-CCCA	QA/QC	\$53.37	\$101.40	\$17.03	\$171.80
Maria Sedki, PE	Water and Sewer Design	\$49.52	\$94.09	\$15.80	\$159.40
Jeff Brown, PE	Water and Sewer Design	\$46.69	\$88.71	\$14.89	\$150.30
Kevin Ostrowski, PE	Water and Sewer Design	\$26.50	\$50.35	\$8.45	\$85.30
Jeremy Schrot, PE	Transportation Design	\$29.40	\$55.86	\$9.38	\$94.64
Kyle Patrick, PE	Transportation Design	\$36.06	\$68.51	\$11.50	\$116.08
Kristen Walker, PE	Transportation Design	\$28.70	\$54.53	\$9.16	\$92.39
Brian McKissen, PE, CFM	Stormwater Management	\$33.75	\$64.13	\$10.77	\$108.64
Claire Schwartz, PE	Stormwater Management	\$44.44	\$84.44	\$14.18	\$143.05
Steve Deak, RLA, ASLA, LEED AP	Landscape Architect	\$30.75	\$58.43	\$9.81	\$98.98
Dan Launstein, AIA, LEED AP	Architectural Design	\$38.73	\$73.59	\$12.35	\$124.67
Alan LaTour	Architectural Design	\$20.85	\$39.62	\$6.65	\$67.12
Mukund Patel, PE	Bridge/Structural Design	\$55.00	\$104.50	\$17.55	\$177.05
Vince Guadagni, PE	Bridge/Structural Design	\$47.79	\$90.80	\$15.25	\$153.84
Ryan Eversole, PE	Bridge/Structural Design	\$34.52	\$65.59	\$11.01	\$111.12
Jim Miloch, PE, LEED AP	Electrical Design	\$46.81	\$88.94	\$14.93	\$150.69
Barry Gold	Electrical Design	\$32.80	\$62.32	\$10.46	\$105.58
Brianne Hall, PE, LEED AP BD+C	Mechanical Design	\$45.55	\$86.55	\$14.53	\$146.63
Jason Early, PE	Construction Oversight	\$57.21	\$108.70	\$18.25	\$184.16
Milan Sucech	Infrastructure Inspector	\$30.00	\$57.00	\$9.57	\$96.57
Allen Laliberte	Infrastructure Inspector	\$25.00	\$47.50	\$7.98	\$80.48
Kyle Breining	Infrastructure Inspector	\$21.26	\$40.39	\$6.78	\$68.44
Chad Godbout	Infrastructure Inspector	\$23.15	\$43.99	\$7.38	\$74.52
Don Jonker	Facility Inspector	\$30.86	\$58.63	\$9.84	\$99.34
Tim Simpson	Facility Inspector	\$29.64	\$56.32	\$9.46	\$95.41
Octavia Carrington	Office Technician	\$21.00	\$39.90	\$6.70	\$67.60
Jennifer Zitlau	Office Technician	\$27.00	\$51.30	\$8.61	\$86.91
Tim Platz, PS	Survey Manager	\$43.75	\$83.13	\$13.96	\$140.83
Casey Veitengruber, PS	Surveyor	\$29.00	\$55.10	\$9.25	\$93.35
Mark Mitera	Surveyor	\$19.00	\$36.10	\$6.06	\$61.16
Michelle Nitengale, PE	Survey Specialist	\$30.63	\$58.20	\$9.77	\$98.60
Christine Price	CADD Technician	\$19.50	\$37.05	\$6.22	\$62.77

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the 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 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.