

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
OHM ADVISORS  
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 OHM Advisors ("Contractor") a Michigan Corporation with its address at 34000 Plymouth Road, Livonia, MI 48150 agree as follows on this 7<sup>th</sup> 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**

# WORK PLAN

The work plan section of our proposal describes how OHM Advisors intends to provide the professional services requested by the City of Ann Arbor Field Operations Unit as part of this RFP. In order to meet the expectations of the City and the requirements of this RFP, the selected consultant(s) will require a unique set of skills and expertise, as well as diversity amongst its technical disciplines, with an absolute commitment to teamwork, sharing, and responsiveness. OHM is uniquely qualified for this contract because we provide a highly qualified and motivated team of engineers, architects, and planners, and provide this talented team under an operational structure and culture which results in exceptional service to our clients. This allows us to build longstanding relationships with our clients, as partners in their on-going efforts to provide a high level of public service to their community. We look forward to following this model of success with the City of Ann Arbor Field Operations Unit.

## SCOPE OF SERVICES

There is an array of professional services that may be required as part of this contract with the City as noted in Section II of the RFP, all of which OHM Advisors is qualified and extremely experienced in providing to our municipal clients. These services include disciplines related to civil engineering, environmental engineering, mechanical & electrical engineering, structural engineering, surveying, building architecture, landscape architecture, and planning for municipal related infrastructure and facilities. The type of efforts that may be required from these disciplines include engineering and architectural services, engineering analysis, reports, studies, construction plans, technical specifications, capital improvement planning, topographic and boundary surveys, easement documents, contract and construction administration, and field services related to constructed improvements. Some specific items to note relative to these efforts mentioned above are as follows:

- Completed topographic surveys will be provided in the most current version of the City template utilizing AutoCAD Civil 3D 2015. The topographic survey would be a complete base drawing with all necessary surface features and utility information required for detailed design of a specific capital improvement. Other potential survey tasks could be boundary surveys, title searches, easement sketches and descriptions, and construction staking.

- Preparation of bidding documents and construction plans will include necessary permitting through relevant agencies, analysis of design alternatives, and cost estimating as part of the design phase effort.
- Reports and/or Studies may be necessary across disciplines for this project such as hydraulic network analysis, pavement analysis, traffic modeling and studies, and facility condition assessments.
- Capital Improvement Plans may be prepared as required by the City Capital Improvement Program and MDEQ.
- Construction Administration and Observation services during construction improvements that could include items such as coordinating and/or attending pre-construction meetings, full-time field observation, shop drawing review, progress reports, daily inspection reports, coordination and/or supervision of material testing performed by others, recommendations for progress payment, final inspections and measurements, review of change order documents, and as-built plan preparation.

## PROJECT APPROACH

Although this contract could result in various project tasks across multiple disciplines of engineering and consulting services, OHM Advisors is committed to providing a project approach that will result in maximum efficiency to the client for any specific task. As a general outline of our approach to new projects or tasks for the City, the following items provide a brief overview of this effort.

- Always visit the project site or facility to review the possible constraints or advantages as it relates to the proposed improvements. Utilize this knowledge to plan the early stages of the project in the most effective manner possible.
- Provide analysis and/or preliminary engineering and design to a level that allows for the most efficient path to move the project forward. This preliminary engineering phase should also allow for further evaluation and consideration of alternatives, before proceeding too far into the project budget and schedule. This may include evaluating or considering preliminary routes for utilities, various methodologies for utility rehabilitation, various installation techniques for utility replacement or new installation, and providing various sketch plans for an architectural renovation or a park improvement.

## WORK PLAN

- Provide topographic survey at stages of the project that are logical, and efficiently utilize the project budget while accounting for schedule constraints. This may be relevant to a utility project where several routes may be considered, or the overall budget of the project is of concern to the City. Alternatives such as GIS and aerial background can be utilized for many preliminary design and engineering applications prior to final alignments or options being selected.
- Provide project specifications that are technically sound, detailed, and accurate, to address all aspects of the project improvements. In addition, provide pay items and methods of payment for those pay items that completely cover the intent of the construction plans for the project, and include a method of payment for all potential work that may be necessary by the Contractor. This ultimately reduces the potential for contractor change orders and delays during the construction phase of the project, and results in a final project cost that is within the budget provided during the design stage of the project.

These are only a few examples of our approach to certain aspects of capital improvement projects that may be encountered during this contract with the City. The importance of a well thought out project approach is that it allows for the design and construction process to move efficiently from beginning to end, while providing a high quality product that is on schedule and within budget. This is of utmost importance to OHM Advisors, and will be a main area of focus for the OHM Project Manager during the course of this contract with the City.

### MANAGEMENT SUMMARY

As mentioned above, OHM Advisors places critical importance on Project Management as it relates to the client satisfaction of each individual project. This is the cornerstone of our commitment to our clients. We accomplish this by providing quality and efficiency through a consistent lead project manager working with a team of technical experts, discipline leads, and support staff. The Project Manager for this contract, George Tsakoff, will be the main point of contact with the City at all times, regardless of the type of project effort required. George has over 16 years of total industry experience, and over 13 years of client and project management experience across all aspects of municipal engineering.

The OHM Project Manager will ensure a consistent delivery of services to the City as it relates to technical sufficiency, accuracy of project intent with scope, project schedule, and overall budget. Once a project is initiated by the City through a work order under this contract, the Project Manager will meet with the City to review the project scope and ensure that there is a mutual understanding of the major goals and objectives of the project. A written summary of the work plan and fee will be provided to the City to a level of detail that clearly outlines the scope of services necessary to accomplish the goals of the project, and a schedule to execute the project through necessary phases that may include analysis, studies, sketch plans, preliminary engineering, final engineering and design, bidding assistance, and construction phase efforts. The specific tasks may vary based on the type of project, but this methodology provides an overview of how the project will evolve from beginning to end.

OHM Advisors understands that these types of blanket contracts often result in varying tasks across many disciplines. Because of this, the responsiveness of the consultant team and the ability to quickly address the City's requests are of critical importance. With this in mind, OHM Advisors is committed to providing a level of redundancy within its project team to efficiently address work tasks that are necessary as part of this contract. We are able to make this statement because of an operational structure and team culture that promotes the brightest and best technical staff, while providing a diverse group of professional disciplines, all with one common goal of providing the best service possible to the City of Ann Arbor Field Operations Unit.

### DELIVERY OF SERVICES

As a specific project or task evolves through the necessary phases of work, OHM will provide deliverables to the City at all critical stages of the project. We anticipate that many deliverables will be in electronic format when provided to the City, with hard copies of documents provided upon request. Documents such as meeting summaries and notes, reports, and studies would be provided in PDF format. Documents related to CAD efforts such as design of construction plan, profile, and cross sections, would be provided to the City in the requested format of AutoCAD Civil 3D 2015 (C3D) software. City AutoCAD templates of current version will be utilized at all times. The following table is a brief summary of deliverables that may be provided to the City for a certain type of work effort or project.

# WORK PLAN

TYPE OF DELIVERABLE	FORMAT OF DOCUMENT	DELIVERY FREQUENCY/TIMING
Topographic Survey	AutoCAD Civil 3D 2015 utilizing City provided template	At completion of survey
Meeting Notes	PDF	After every status/progress meeting
Studies and Reports	PDF; modeling software utilized by City	Draft, Final Draft, Final
Capital Improvement Plan	PDF	Draft, Final Draft, Final
Civil Construction Plans	AutoCAD Civil 3D 2015 utilizing City standards	30%, 80%, Bid Set (or as requested by City for a specific project)
Architectural/Facilities Construction Plans	Revit (conversion to AutoCAD if requested)	30%, 80%, Bid Set (or as requested by City for a specific project)
Construction Observation Reports	PDF	Weekly or as requested

## THE CLIENT AND CONSULTANT RELATIONSHIP

This section builds upon our previous discussion related to OHM Advisors philosophy on the importance of exceptional project management, and the single point of contact. The strength of this relationship between the OHM Project Manager and the City is extremely important, because it allows the City to have confidence that there is a consistent point of contact that will not vary across professional disciplines during any one project or task. Furthermore there is a commitment from the OHM Project Manager to execute the project from beginning to end, in a manner that is familiar to the City. This process ultimately builds a high level of trust between the client and consultant, as well as a high level of satisfaction for both parties by providing highly successful capital improvement projects. This directly results in additional value to the residents of the City of Ann Arbor community.

Although much of the discussion above is centralized around the individuals that fulfill the project management role for OHM Advisors and the lead point of contact role for the City of Ann Arbor Field Operations Unit, the one team aspect of this relationship should not be lost. It is our goal to work with the City as one team, always moving towards the common goal for advancement of the community, as true advisors and consultants during this process.

## **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

# Billing Rates

## 2015 Hourly Rates

Classification	Personnel	Rate
Professional Engineer IV/Architect IV		\$ 155.00
Professional Engineer III/Architect III	George Tsakoff, Brandon Kritzman, Lee Mamola, Louis Meyette, Kimberly O'Rear, David Tobar	\$ 135.00
Professional Engineer II/Architect II	Nicholas Bailey, Adam Rychwalski, Gregory Marker	\$ 125.00
Professional Engineer I/Architect I		\$ 112.00
Graduate Engineer III	Sean Tabacsko	\$ 115.00
Graduate Engineer II		\$ 108.00
Graduate Engineer I		\$ 100.00
Graduate Architect III/Landscape Architect III		\$ 108.00
Graduate Architect II/Landscape Architect II	Vanessa Warren	\$ 88.00
Graduate Architect I/Landscape Architect I		\$ 78.00
Technician IV	Chris Donajkowski	\$ 110.00
Technician III		\$ 100.00
Technician II		\$ 87.00
Technician I		\$ 66.00
Engineering/Architectural Aide		\$ 52.00
Professional Surveyor III	Andrew Schripsema	\$ 140.00
Professional Surveyor II		\$ 125.00
Professional Surveyor I		\$ 110.00
Graduate Surveyor		\$ 100.00
Surveyor III		\$ 97.00
Surveyor II		\$ 90.00
Surveyor I		\$ 70.00
Surveyor Aide		\$ 52.00
Planner IV		\$ 135.00
Planner III		\$ 120.00
Planner II		\$ 100.00
Planner I		\$ 70.00
Planner Aide		\$ 52.00
Classification		Rate
Principal	Jonathan Kramer	\$ 180.00
Senior Associate	Vicki Putala, Chris Lamus	\$ 170.00
Associate	Greg Kacvinsky, Tracie Williams	\$ 160.00

**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.