

**SERVICE AGREEMENT BETWEEN
RECYCLE ANN ARBOR
AND THE CITY OF ANN ARBOR
FOR Spring/Fall Student Move In/Out Dumpster(s)**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Recycle Ann Arbor ("Contractor") a(n) Michigan Corporation with its address at 2420 South Industrial Highway agree as follows on this ___ day of June, 2017.

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

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Craig A. Hupy, P.E., 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 Spring/Fall Student Move In/Out Dumpster(s).

II. DURATION

This Agreement shall become effective on July 1, 2017, and shall remain in effect until June 30, 2020, unless terminated as provided for in Article XI. This Agreement may be extended by the City to June 30, 2022, on the same terms and conditions.

III. SERVICES

- A. The Contractor agrees to provide Spring/Fall Student Move In/Out Dumpster(s). ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in 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 person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

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

XII. REMEDIES

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

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express

delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

Recycle Ann Arbor
Kirk Lignell
2420 S. Industrial Highway
Ann Arbor, MI 48104

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

City of Ann Arbor
Craig A. Hupy, P.E.
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 _____
Kirk Lignell, CEO
Recycle Ann Arbor

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

SCOPE OF WORK

Background

Twice per year during spring and fall student move in/out, the City of Ann Arbor, Michigan (City) provides bulk trash and recycling drop off services, as well as donation opportunities for University of Michigan students at a collection point at Tappan and East University Streets. The area has staged dumpsters, which are utilized for the collection of recyclables and bulk trash. In addition, non-profit groups, arranged by the contractor, operate trucks on-site to collect donations of reusable items.

The contractor will operate the entire event including dumpster service, staffing, equipment and cleanup. Onsite staff are required, to the extent it is safe, to help with lifting/moving/placing of trash and recyclables and to ensure all permitted materials are placed within their respective containers. In addition, the contractor is required to contact non-profit vendors to schedule the associated donation trucks and labor. Finally, the contractor is responsible for cleaning the drop off area on a continuous basis. This proposed contract will be for three years with an optional two-year renewal, for a total of five years. This contract will not exceed five years. Work will commence mid-August 2017.

Scope of Work

Event duration:

Spring: 12 Days.

Approximate dates are April 27- May 8

Fall: 21 Days.

Approximate dates are August 15 – September 4

The exact dates each year are subject to change to coincide with the University of Michigan's academic calendar. The City reserves the right to adjust the event duration by up to three days for any event. The event dates and duration will be finalized by the City two weeks prior to the event. All such changes shall be executed under the conditions of the original agreement.

The City will provide and place into service for the event:

1. (4) Barricades
2. (2) Do Not Enter Signs
3. (2) Road Closed Signs
4. (4) Move In Out Signs
5. (1) Perimeter Construction Fence

Event Requirements:

1. Daily Public Drop Off Hours of Operation 11:00 am to 5:00 pm, Saturday through Sunday, 7 days per week. Contractor must be on-site a minimum of one hour before the event and one hour after the event. The Contractor is responsible for providing

adequate staffing during the event, which is one (1) person on site at all times who will direct traffic, oversee non-profit labor, help place items into dumpsters and operate the backhoe. The City reserves the right to add hours to the day at the rate quoted in the fee proposal.

2. Pick-up and properly dispose all material left in the roadway, fenced area and adjacent right-of-way, including unapproved materials left after normal operating hours. Contractor shall also be responsible for routine sweeping to keep the dropoff drive area clean and free of all loose debris.

3. Site Staff will help, to the extent it is safe, residents pick up and place all dropped off material into dumpsters. Material that needs to be broken down or requires more than two people to pick up will be rejected.

4. Provide 30-thirty cubic yard roll-off service for bulk trash and recycle:

a. Two to four dumpsters with available capacity must be on site at all times. Once a dumpster is full, it must be switched out within two hours.

b. Trash and Recyclables will be hauled to City Transfer Station (TS) and Material Recovery Facility (MRF) located at 4150 Platt Road.

c. All trucks are required to weigh in and out at the City Scalehouse before dumping on the associated tip floor.

d. City Scalehouse hours are Monday through Friday, 7:00 am to 4:00 pm.

e. City will be responsible for disposal costs.

f. City Scalehouse, MRF and TS are not open on weekends. Contractor will need sufficient containers to provide service through the weekend i.e. Saturday and Sunday, to dump Monday morning.

g. Extra dumpsters and full dumpsters held over the weekend may not be stored or staged on City property, including in the right-of-way outside of the designated event area or at offsite City properties such as but not limited to the TS/ MRF and City parks.

5. Weekend dumpster disposal: Contractor shall provide sufficient dumpster capacity over the weekends. The plan shall identify any staging locations for full dumpsters or an alternate location for disposing of material from the containers while the City Scalehouse is closed.

6. Illegally dumped materials: Contractor will manage illegally dumped items including Freon appliances and TV's. The Contractor is responsible for arranging the disposal of all illegally dumped items and the Price Proposal shall include pricing for these disposal activities.

7. Event staff are responsible for opening and closing event, directing traffic, answering questions, and compacting materials in dumpsters.

8. Contractor will provide a backhoe loader on site for the duration of the event. The backhoe will be used to compact material in the roll-off containers. The roll-off

containers will be compacted to a density typically achieved in previous years, which has averaged between 2.1 and 2.5 tons/dumpster. All staff onsite at the drop-off location must be certified to operate the selected equipment.

9. Contractor will contact, coordinate and schedule reuse non-profit vendors and provide a venue on site for reuse, including but not limited to: furniture, clothing, working small electric appliances, non-perishable food, toiletries, etc. Non-profit vendors may include, St. Vincent DePaul, Salvation Army, Kiwanis, PTO Thrift Shop, Recycle Ann Arbor. Contractor will contact and coordinate their participation. Schedule vendors to equally divide the available event time.

10. Contractor will provide a portable toilet on site for event staff.

11. Contractor will provide individual weight for all containers shipped and, for each non-profit, the size and number of trucks loaded with donated materials.

12. City will be responsible for promoting event.

13. Provide 20 cubic yard dumpster (s) for large steel i.e. bed frames, grills, metal tables, side, chairs, at no cost to the City for haul and recycle/disposal, to Recycle Ann Arbor's Jackson Road facility.

Contractor to Provide:

- 30 Cubic Yard Dumpsters for Recycling and Trash
- Portable toilet
- Backhoe Loader (70 hp or larger)
- Site staffing
- Vendors for donated goods
- Weights or cubic yard size of all dumpsters

Materials of Acceptance for Donations

1. Clothing
2. Non-perishable food
3. Toiletries
4. Furniture
5. Working small electronic appliances

Materials of Acceptance for Trash and Recycling

1. Bagged trash
2. Mattresses
3. Discarded furniture
4. Curbside recycling

Materials NOT Accepted

1. Freon Containing Appliances
2. Televisions
3. Electronics
4. Construction Debris: wood, wallboard, flooring, tile, wires, spools, pallets, and any material of a similar nature.
5. Carpet
6. Liquids
7. Paint
8. Yard waste, Food Waste, Compost
9. Biohazardous or Hazardous Waste
10. Ovens and Dishwashers
11. Bathtubs and Hot tubs
12. Material that needs to be broken down to place into the Dumpsters
13. Material that takes more than two people to lift into the Dumpsters

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states the nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

Fee Proposal: MOVE IN/OUT

Company

Unit	Quantity per Year	Description	Fall 2017 & Spring 2018		Fall 2018 & Spring 2019		Fall 2019 & Spring 2020		Optional Fall 2020 & Spring 2021		Optional Fall 2021 & Spring 2022	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Each	125	Haul Cost from Tappan and E. University to 4150 Platt Road	\$ 100.00	\$ 12,500.00	\$ 103.00	\$ 12,875.00	\$ 106.09	\$ 13,261.25	\$ 109.27	\$ 13,659.09	\$ 112.55	\$ 14,068.86
Each	167	30 Yard Dumpster rental	75.00	12,525.00	77.25	12,900.75	79.57	13,287.77	81.95	\$ 13,686.41	84.41	\$ 14,097.00
Hour	264	Site Labor (1) Person	50.00	13,200.00	51.50	\$ 13,596.00	\$ 53.05	\$ 14,003.88	\$ 54.64	\$ 14,424.00	\$ 56.28	\$ 14,856.72
Each	2	Portable Toilet	120.00	240.00	123.60	247.20	127.31	254.62	131.13	\$ 262.25	135.06	\$ 270.12
Week	5	Backhoe	995.00	5,775.00	1,024.85	\$ 5,124.25	\$ 1,055.60	\$ 5,277.98	\$ 1,087.26	\$ 5,436.32	\$ 1,119.88	\$ 5,599.41
Each	1	Illegally Dumped Television	35.00	35.00	36.05	36.05	37.13	37.13	38.25	\$ 38.25	39.39	\$ 39.39
Each	54	Illegally Dumped Refrigerators	28.00	1,512.00	28.84	\$ 1,557.36	\$ 29.71	\$ 1,604.08	\$ 30.60	\$ 1,652.20	\$ 31.51	\$ 1,701.77
Each	32	Weekend Dumpster Trash Transportation and Disposal (T & D)	150.00	4,800.00	154.50	4,944.00	159.14	5,092.32	163.91	\$ 5,245.09	168.83	\$ 5,402.44
Each	10	Weekend Dumpster Recyclables Transportation and Disposal (T & D)	100.00	1,000.00	103.00	\$ 1,030.00	\$ 106.09	\$ 1,060.90	\$ 109.27	\$ 1,092.73	\$ 112.55	\$ 1,125.51
Each	33	20 Yard Dumpsters for metal Transportation and Disposal (T & D)	0.00	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lump Sum	1	Contract Administration						-	-	\$ -	-	\$ -
		Additional Costs:						\$ -	\$ -	\$ -	\$ -	\$ -
		Annual Accelerator						-	-	\$ -	-	\$ -
	2							\$ -	-	\$ -	-	\$ -
	3							-	-	\$ -	-	\$ -
	4							\$ -	-	\$ -	-	\$ -
	5							-	-	\$ -	-	\$ -
	6							\$ -	-	\$ -	-	\$ -
	7							-	-	\$ -	-	\$ -
	8							\$ -	-	\$ -	-	\$ -
	9							-	-	\$ -	-	\$ -
	10							\$ -	-	\$ -	-	\$ -
	11							-	-	\$ -	-	\$ -
	12							\$ -	-	\$ -	-	\$ -
Total				\$ 51,587.00		\$ 52,310.61		\$ 53,879.93		\$ 55,496.33		\$ 57,161.22

Note: Quantities are estimated based on past events. The contractor shall be compensated for actual work performed at the unit prices provided.

**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.