

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE MANNIK & SMITH GROUP, INC.  
AND THE CITY OF ANN ARBOR  
FOR PROFESSIONAL ENGINEERING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and The Mannik & Smith Group, Inc. ("Contractor") an Ohio Corporation with its address at 2365 Haggerty Road South, Suite 100, Canton, Michigan 48188 agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date").

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/Public Works Unit.

Contract Administrator means Chris Elenbaas, Public Works Engineer, 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 Landfill Scale and Entrance Improvements, RFP #18-08.

**II. DURATION**

This Agreement shall begin after the Effective Date and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

- A. The Contractor agrees to provide Professional Engineering 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 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:

The Mannik & Smith Group, Inc.  
Attn: Ibraheem Shunnar  
2365 Haggerty Road South  
Suite 100  
Canton, Michigan 48188

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

City of Ann Arbor  
Attn: 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 \_\_\_\_\_  
Type Name  
Its

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

\_\_\_\_\_  
Craig Hupy,  
Public Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney



**EXHIBIT A  
SCOPE OF SERVICES**

the Training Center for new pedestrian access to the plant. The survey will include visible, above ground features associated with pavement edges, breaks in the grade, utility features, buildings, monitor wells, etc. A geotechnical investigation was performed to obtain information about existing pavement composition and condition of the subgrade allowing MSG to develop pavement rehabilitation recommendations. MSG also prepared design plans for the improvements in accordance with Ford standards. Notably, the design plans indicated the major items, including grading, drainage, lighting, security, pavement details, curb details and underdrain details. As part of the design, a perimeter gate was relocated and a pull off lane was added for incoming trucks before the gate for guard checks. The existing scale location was reviewed for conflicts with proposed work. It was determined scale relocation was not required.

Client: Ford Land Services  
Address: 1155 Bible Road, Lima, OH 45801  
Contact: W. Jay Scott  
Title: Project Manager  
Phone: (419) 226-7000

### C. PROPOSED WORK PLAN

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Based on our review of the request for proposal, the main project objectives are:

1. Design a new unattended centralized weight station near the Platt Road entrance that services the three solid waste facilities at the W.R. Wheeler Operations Center including the Material Recovery Facility (MRF), Transfer Station and Compost Center as well as the City fleet trucks,
2. Design unattended security improvements to control and monitor site access through the Platt Road entrance from the Wheeler Operations Building on Stone School Road, and
3. Prepare plans for the demolition of the existing scale facility located in the vicinity of the MRF. The demolition work will be completed after the new scale is operational.

The scope of work includes all aspects of the design and bidding up to the award of the construction contract. Our scope of work includes several tasks designed specifically to achieve the project objectives in an efficient and timely manner.

Our approach for the project management focuses on concise and timely communications and complete transparency. We will update the City on a regular basis as different phases of the project are completed. We will coordinate our work with all stakeholders and be sure that they are all advised when field activities are planned and updated on progress on these activities. We strive to provide high quality work and are committed to delivering exceptional products. Our engineering plans and evaluations are subject to an internal quality assurance program that requires all engineering evaluations and calculations are reviewed and approved by a senior staff member.

Our tasks including detailed scope, project deliverables, meetings and schedule are presented below.

#### Task No. 1 – Kick off Meeting and Existing Data Review

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Upon award, we will coordinate a kick off meeting with the City team. The meeting will be attended by the MSG Project Manager, Civil Design Lead and Environmental Lead. During the meeting, we will review the study and confirm the project's objectives with the City staff including a detailed review of the City's expectations and requirements for the proposed improvements.

In addition, we will provide a list of documents that we would like to secure from the City including site plan information, landfill and slurry wall information, limits of the restrictive covenant and other information that is site specific related to stormwater features and utilities among others. We will also discuss stormwater management strategies and limits of the survey task described below. We will also review the potential environmental requirements associated with the demolition of the existing scale and construction of the proposed scale.

Furthermore, during the kick off meeting we will also review project schedule, establish communications protocols and review project milestones.

Finally, we will review engineering plans, standards and expectations. All engineering plans prepared for this project will be prepared in accordance with the City of Ann Arbor Public Services Area Drafting Standards. All scales will be approved by the City of Ann Arbor. The format of the drawings will be completely compatible with the City's drawing preparation standards and layout(s) and will be prepared using a format compatible with AutoCAD 2016 Civil 3D without the need to reconfigure drawings for plotting or other purposes.

Deliverables for this task will include minutes of the kick off meeting including Action Items Tracking List. The meeting minutes will be provided within 48 hours after the kick off meeting.

## **Task No. 2 – Conceptual Design Development**

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The purpose of this task is to develop conceptual designs for the scale and access area for the City of Ann Arbor (City) review and the selection of a design configuration for the project. The development of conceptual designs will require the collection of the following information:

1. Project Area Plan – this plan will identify the area available for the proposed improvements. The plan will be prepared using a site plan provided by the City and the limits of the landfill and existing cut-off wall (slurry wall.) The project area plan will also depict property limits, City and township limits, existing features including natural features and waterway(s), roadways and utilities.
2. Anticipated Truck Requirements – this will require the collection of information about the anticipated truck traffic. This will help in identifying the size of the scale area including height and turn requirements, among others.
3. Available Scale Facilities - We will contact between 3 to 5 manufacturers of scales approved by the National Type Evaluation Program (NTEP) and collect information about the requirements for these scales. We will prepare a summary of the requirements of these scales including features, requirements, cost and computability with the Paradigm CompuWeigh System, among others.
4. Other considerations identified during the kick off meeting.

Once this information is collected/developed, we will develop up to three conceptual designs for the proposed improvements. These conceptual designs will take into account the following considerations:

- Focus on end user use of the proposed improvements,
- Efficient ingress/egress for the anticipated traffic,
- Reduce the potential for traffic crossings,
- Evaluate the suitability of a single scale,
- Locate the proposed improvements within the City limits, if feasible,
- Locate the proposed improvements outside waste, if feasible,
- Manage requirements for additional utilities including communications lines,

- Reduce impacts on stormwater patterns,
- Avoid any impact on existing surface water features including Swift Run Drain, wetlands and ponds.
- Maintain existing scale operations during construction, and
- Others identified during the kick off meeting.

Following the preparation of up to three conceptual plans, we will meet with the City and present the potential options. Based on the results of the meeting, we anticipate making the following determinations:

- Determine if a single scale arrangement will be maintained,
- Identify the most likely project layout,
- Identify scale configurations that are compatible with several scale manufacturers,
- Determine if the proposed improvements can be done within the City limits, and
- List of required permits.

Deliverables for this task will include conceptual designs for up to three options and list of potential scale manufacturers and summary feature. In addition, meeting minutes and updated Action Item Tracking list will be prepared and submitted within 48 hours.

### **Task No. 3 – Project Area Survey**

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This task includes the completion of a detailed topographic survey for the project area. The limits of the area that require survey will be refined based on the results of Task 1 and 2. The survey will be augmented by aerial photography for the area outside the project area, if necessary. In general, we anticipate the driveway area from Platt Road to the MRF will be surveyed.

The Survey will be prepared in accordance with the City Public Services Area's Standards and its Geodetic Control Manual and the City's Survey Package Submittal Checklist will be completed and submitted upon completion of all survey work for the City's review and approval. At a minimum, the survey will include the following elements:

- Topographic survey with 1' contour interval,
- Detailed spot elevations at all existing road and driveway areas impacted by the project,
- All "breaklines" and any other features as necessary to develop accurate contours,
- All trees or shrubs 6" in diameter or greater and provide genus, species, and health breakdown,
- All cultural features (if any) within the survey boundaries,
- All existing property irons and monuments within the survey limits, and
- Existing public and private utilities in the survey area.

We will secure any access permits from the City/County or Township and coordinate our work in a manner that will not impact operations at the site. We assumed that no survey will be required within the existing railroad ROW.

Deliverable for this task will consist of a site plan that depicts the detailed topographic survey with tables and pictures as necessary.

### **Task No. 4 – Subsurface Utility Engineering**

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The purpose of this task is to collect accurate information about existing utilities within the project area. We propose to complete a subsurface utility engineering (SUE) investigation that covers the project area. The project area for this task will include the drive way from Platt Road all to the way to the existing MRF to identify the location of the utility tie-in for the proposed scale.

The SUE investigation will be completed in accordance with the *American Society of Civil Engineers (ASCE) Standard 38-02*, the *Design Surveys Standards of Practice* and the MDOT standards. Our work will consist of the following subtasks:

1. Collect maps of existing utilities from the City of Ann Arbor, Washtenaw County and Pittsfield Township. In addition, submit a Design Ticket to MISS DIG to secure records of utility maps from all utility owners in the project area. This subtask is designated as a Quality Level D utility mapping in accordance with the ASCE Standard 38-02. We will record responses of all utility owners and follow up with the utility owners that do not respond to the MISS DIG request until we have positive response from all utility owners. Under the existing laws, the utility owners have 21 days to respond to a Design Ticket request.
2. Incorporate the data collected above with the survey completed under Task 3. The resulting utility map and survey is designated as a Quality Level C utility mapping.
3. Complete a geophysical investigation to locate and survey the utilities within the project area. The purpose of the geophysical investigation would be to collect accurate information about the horizontal alignment and depth of the existing utilities. Updating the Quality Level C map with this information provide a Quality Level B utility mapping.
4. We will secure any access permits from the City/County or Township and coordinate our work in a manner that will not impact operations at the site. We assumed that no work will be required within the existing railroad ROW. We also assumed that no lane closure will be required during the completion of our work.

Based on the results of this task, we will determine if there is any conflict between existing utilities and our project. We also have information about the existing utilities in the vicinity of the existing scale. Based on our review, if deemed necessary, we will provide recommendations for the need for Quality Level A utility mapping. This involves utilizing vacuum excavation techniques to expose a utility and verify its location and depth. It is usually completed at selected locations after the conceptual project design is complete if a utility is deemed too close to potential excavation/work.

Deliverables for this task will include an updated survey with accurate information about all existing utilities including depth (Quality Level B Utility Map).

### **Task No. 5 – Geotechnical Investigation**

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The purpose of this task is to collect information about the subsurface soil conditions and provide recommendations needed for the design of the foundation and pavement for this project. This task will be completed after the selection of the location of the new scale area and any other improvement.

MSG's field investigation effort will be completed in accordance with the general industry standards. A professional geotechnical engineer registered in the State of Michigan will direct the field investigation effort. As required, MSG will coordinate with the City prior to any drilling to arrange for location of and avoid damage to existing utilities. For this proposal, MSG has assumed that there are no access limitations for mechanical drilling and if required, that the borings can be relocated to a destination where access is not an issue. MSG will take reasonable precautions to minimize site damage.

For the geotechnical field investigation, borings will be advanced to establish in general manner, the stratification, types of soil and location of groundwater at the site of this project. The basic objective includes determination of lateral distribution and thickness of the subsurface strata within the zone of influence of the proposed development, groundwater conditions and physical and engineering properties of the subsurface strata.

Based on our knowledge of the area, subsurface soil conditions generally consists of granular soils. However, it appears that the project area is within the limits of the slurry wall and might be within the waste limits. On that basis, anticipated materials during drilling may include waste and fill materials. Therefore, the borings should extend through any waste and fill materials to suitable foundation soils in the case a deep foundation will be required.

A total of eight (8) borings are proposed for this project. Five (5) borings will be completed in the area of the proposed scale. The depth of these borings will be based on information available on waste and conditions encountered in the field. For the purpose of this proposal we assumed that these 5 borings will extend to 50 feet below ground surface. The additional 3 borings will be completed in the area of proposed roadway improvements and will extend to 5 feet below existing ground. The recommendation for the type of foundation will depend on the encountered materials and anticipated loading. We have experiences with designing shallow and deep foundations for scales depending on the encountered conditions.

We will place a call into MISS DIG and utilize the information developed under Task 4 to place the borings at locations that do not conflict with existing utilities. We will secure any access permits from the City/County or Township and coordinate our work in a manner that will not impact operations at the site. We assumed that no work will be required within the existing railroad ROW. We also assumed that no lane closures will be required during the completion of our work.

Test borings will be made using 3.5-inch I.D. continuous-flight hollow stem auger equipment or direct push of a 3.25-inch steel casing. For the standard penetration testing and sampling, the soil samples will be obtained with a standard 2-inch outer diameter split spoon sampler driven 18 inches into the soil with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot will be recorded and designated the "standard penetration resistance" or blow count. The standard penetration resistance or "N" value, when properly evaluated, is an index of the soil's strength, density and ability to support foundations. The disturbed samples recovered by the split spoon sampler will be visually classified in the field, logged, sealed in sample jars and returned to MSG's office for examination by a geotechnical engineer. If deemed necessary by the geotechnical professional, cohesive-type soil will be sampled using a thin-walled Shelby tube sampler in accordance with ASTM Specification D 1587.

Borings will be advanced to the planned termination depths or to penetration refusal on hard surfaces, whichever occurs first. If soft or unsuitable materials are encountered at the planned termination depths, MSG will notify the City to request verbal authorization to extend the borings deeper until firm material is encountered – additional fees may apply. MSG will not perform any additional work beyond the scope of this proposal without notifying the City and proceeding upon verbal authorization with the understanding that written authorization will be provided subsequently. Upon completion of drilling operations, all bore holes shall be backfilled and site vacated in as near to original condition as found.

Split spoon samples collected during the field exploration phase will be placed in sample jars and delivered to the engineer for evaluation. The geotechnical professional will review field logs and observe samples collected to develop final boring logs to identify subsurface conditions. Visual classification of soils (ASTM D2488) will be performed. Final boring logs will be prepared on Gint 8.

The geotechnical professional will select a portion of the samples collected during field exploration for geotechnical laboratory testing to provide data to supplement field exploration results and facilitate accurate identification of subsurface conditions. For a geotechnical site investigation, it is common to limit the number of performance tests and rely on index property tests for characterization. Index testing and standard penetration test data have been demonstrated to be a strong indicator of soil physical properties. This is the approach proposed for this project.

All drilling spoils will be placed back in the boring hole. We have assumed that no waste will be generated from these borings.

Index testing that will be performed includes natural moisture content (ASTM D2216), in-situ unit weight, plasticity characteristics (ASTM D4318) and gradation (ASTM D422). Soils will be classified for engineering purposes using the Unified Soil Classification System (ASTM D2487). The laboratory testing of soil samples collected will be determined/assigned by the geotechnical engineer based upon review of field exploration results and observations of samples collected.

MSG will prepare a geotechnical investigation report to document the study. The report will be the final deliverable for this task submitted to the City at the completion of the task, which will include all of the items listed below. A professional geotechnical engineer registered in the State of Michigan will direct the project implementation and report preparation. The Geotechnical Investigation Report will include:

- Recommendations for scale foundation support including bearing pressure and requirements to meet settlement limitation for scales,
- Soil subgrade modulus for the design of slab on grade,
- Site Seismic Class,
- Design CBR for pavement,
- Earth pressure recommendations along with backfill recommendations,
- OSHA Soil Type Class for excavations, if any,
- Groundwater management during and after construction, if necessary,
- Boring logs indicating the boring number, date of drilling, description of soil type, density, consistency, color and moisture, sampling interval with SPT values for each sample, depths to strata changes and depths at which groundwater was encountered,
- Boring plan showing the approximate locations of the borings, and
- Results of the laboratory tests provided on the boring logs for the appropriate sample or in table form in the Appendix of the report.

The geotechnical investigation report will be provided to your office in electronic pdf file format.

We assumed that infiltration testing will not be required for this project as the project approach does not include infiltration of stormwater as this is a landfill site. This will be confirmed during the development of a stormwater strategy during the kick off meeting (Task No 1). We further assumed that site conditions will allow traditional drilling and there are no obstructions (concrete debris, rock, etc.) that might impact our drilling operations.

Deliverables for this task will include a geotechnical report with recommendations for a foundation system and site improvement for this project.

### **Task No. 6 – Preliminary Site Plan**

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The site plan approval process is a two- step process, which includes preliminary and final site plan approval. This involves two separate submittals and approvals by the Planning Commission.

Following the completion of Tasks 1 through 5, we will move forward with the preparation of Preliminary Site Plans for submittal to the City for site plan review per their requirements. In general, the information that MSG provides on the preliminary site plans will be in accordance with the submittal checklist for the Preliminary Site Plan. This will include:

- Application Form,
- Title Sheet,
- Existing Conditions Plan,
  - Site and zoning data,
  - Topographic survey,
  - Utilities,
  - Natural Features (Trees, Wetlands, Drains, Ponds), and
  - Slurry Wall and other landfill features (cap, etc.),
- Proposed Site Plan including scale and other site improvements,
- Access Gate and Security Improvements Plan,
- Access and Circulation on the site,
- Preliminary Grading/Drainage Plan,
- Preliminary Utilities Plan,
- Natural Features Impact Plan, if needed,
- Landscape Plans and,
- Miscellaneous Site Information.

This process will also include preliminary reviews by the other agencies having jurisdiction, so meetings and coordination with those agencies will also be necessary. It is anticipated there will be one (1) round of minor review comments to achieve Preliminary Site Plan Approval.

We understand that the intent is to maintain the development within the City's limit, if feasible. However, we understand that the approval of the Site Plan by Pittsfield Township may be required depending on the final selection of the project area. On that basis, we will prepare the plans to meet the requirements for submission to either the City of Ann Arbor or Pittsfield Township.

We understand that utilities will be extended from the existing facilities (MFR/Transfer station area) to the project area and no access to utilities is available off of Platt Road. We understand that the City would like to extend only utilities required for the operation of the scale and any access gates. We recognize that such extension may require crossing the existing drain.

We understand that the WR Wheeler site includes surface water features including Swift Drain, wetlands and ponds. Based on our site review, a permit for the Swift Run Drain crossing may be required to communication utility tie-in to existing utilities located in the vicinity of the existing facilities.

We understand that the strategy for stormwater management is to limit impacts on existing patterns. We will discuss with the City ideas to achieve this goal. We assumed that detention may not be required for this project. We assumed that our scope of work will have no impacts to Platt Road nor it will require any traffic studies. We further assumed that our work will not have any impact on existing wetlands, Swift Run Drain (other than the potential for crossing) or ponds. We assumed that the existing utilities at the site are suitable for the proposed use and no upgrades of the existing utilities will be required.

Three meetings are included in this task: one meeting with the City to discuss the proposed layout; one meeting with the Washtenaw County Water Resource Commission (WCWRC); and, one Planning Commission meeting.

Deliverables for this task will include Preliminary Site Plan and Cost estimate (30% Completion).



## Task No.7 – Final Site Plans

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Upon approval of the Preliminary Site Plans, MSG will move forward preparing the Final Site/Construction Plans for submittal to the City for final site plan review.

This task includes the development of foundation design for the proposed scale. MSG will perform review, analysis and design of the truck scale foundation. The truck scale will be used for weighing trucks entering and leaving the facility. Typically foundation requirements are provided by the truck scale manufacturer and geotechnical requirements are verified to be suitable for support of the scale. In most cases a shallow foundation consisting of a spread foundation is provided. In other cases where unsuitable soil conditions exist for support, deep foundations may be needed. MSG will evaluate the soil support available and provide appropriate recommendations for a shallow or deep foundation system to support the scale.

The MSG structural team anticipates providing the following tasks:

- Obtain and review scale foundation specifications,
- Review soils investigation findings and recommendations,
- Analyze / develop loads for the foundation system,
- Make a determination if shallow foundations or deep foundations will be required,
- For spread foundations review size of foundation and reinforcing steel provided by the scale manufacturer for adequacy,
- For deep foundations determine the size of the foundation elements including the slab, slab reinforcing, deep foundation type (driven H-pile, Auger-Cast pile, Helical Piers, Drilled Shafts, other) that is the most appropriate, suitable and economically efficient for this site,
- Provide detail sheets as needed which includes details, reinforcement and notes, and
- Perform Quality Control / Quality Assurance reviews.

The engineering plans will include details about the security improvements that will include unattended access systems and communications that will allow audio or video communications with the control center. It will also include other improvements to improve security including additional fencing, if needed. The mode of unattended access will be based on discussions with the City in the kick off meeting and may include access codes, scans or cards.

In general, the information that MSG provides on the final site plans will be in accordance with the submittal checklist for Final Site Plan and will include:

- Application Form,
- Existing Conditions Plan,
  - Site and zoning data,
  - Topographic survey,
  - Utilities,
  - Natural Features (Trees, Wetlands, Drains, Ponds), and
  - Slurry wall and other landfill features,
- Removal Plan,
- Proposed Site Plan including scale and other site improvements,
- Weighting Station Plans,
- Access Gate and Security Improvements Plan,
- Structural/foundation Plans,
- Access and Circulation on the site (Layout/Materials Plans),

- Grading/Drainage Plan,
- Utilities Plan ,
- Storm Sewer and Detention Design and Calculations,
- Storm Sewer Plan and Profile,
- Natural Features Impact Plan, if needed,
- Landscape Plans,
- Typical Sections and Site Details, and
- Soil Erosion and Control Plan.

It is anticipated there will be one (1) round of minor review comments to achieve Final Site Plan Approval. Three meetings are included in this task: one meeting with the City to discuss the final layout, one meeting with the Washtenaw County Water Resource Commission (WCWRC), and one meeting with Planning Commission.

Deliverables for this task will include Final Site Plan and Cost Estimate (60 Percent).

#### **Task No. 8 – Engineering Plans and Contract Documents**

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Upon Final Site Plan Approval, MSG will prepare the final construction documents for the proposed project that can be used for bidding, permitting and construction. Construction drawings will include detailed site geometry, utility and drainage design, and construction details that will allow the City to seek bids and complete the proposed work. Comments from the City and applicable utility agencies will be incorporated into these plans. MSG will reference adherence to City, County and MDOT specifications for the proposed site work.

If it is anticipated that waste materials will be encountered, the specifications will include protocols for waste removal and disposal in accordance with the City requirements. Our scope of work does not include any waste characterization. This item will be discussed in the kick off meeting. In addition, if the proposed work will require any disturbance to the certified cap, we will include requirements for cap repair and recertification. Finally, we will include details for installing utilities within waste, if needed. These details will provide protection and reduce the potential for the utility conduit to become a potential pathway.

We will prepare complete contract documents including plans, specifications, bid forms, etc. to allow the project to be bid either as one project, or as multiple projects, depending on available funding, and constructability related issues. MSG will prepare five (5) sets of complete Construction Drawings as well as a CD of PDF files for distribution to potential contractors.

In addition, we will prepare visual aids and attend three public meetings to coordinate the design of the project with other City Departments, City Council, and other formal and informal committees.

Upon project award, we will prepare documentation and paperwork, inspection and register the scale with The Michigan Weights and Measures Program, and provide a valid Certificate of Conformance (COC).

Deliverables for this task include final engineering plans, contract documents and cost estimate (90 percent).

#### **Task No. 9 – Existing Scale Demolition Plans and Specifications**

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We understand that upon the completion of construction and startup activities associated with the new scales and site improvements, the City would like to demo the existing scale. To prepare plans and specifications for the demo of the existing scale, we propose to complete the following:

1. Review available engineering plans for the scale and existing utilities,
2. Collect information about the scale from the manufacturer, if feasible,
3. Complete an inspection of the existing scale area, and
4. Review with the City expectation for any axillary activities associated with the scale demo operations.

In addition, we propose to complete a pre-demolition Regulated Materials Survey (RMS) of the existing Scale. An RMS usually consists of asbestos-containing building materials (ACBM) survey, lead-based paint (LBP) survey and universal waste and hazardous materials survey. However, we understand that the scale is about 20 years old and thus only universal waste and hazardous materials is proposed. If other features that are part of the demo are older than the scale, an ACBM and LBP survey may be required.

Universal waste and hazardous materials comes primarily from consumer products containing mercury, lead, cadmium and other substances that are hazardous to human health and the environment. These items cannot be discarded in household trash nor disposed of in landfills. Examples of universal and hazardous waste can consist of mercury-containing equipment (i.e. thermostats, barometers, manometers, temperature and pressure gauges, and mercury switches), nickel-cadmium and spend lead-acid batteries, lamps (i.e. incandescent, fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium and metal halide), pesticides, polychlorinated biphenyls (PCB) containing transformers and light ballasts, chlorofluorohydrocarbons and chlorofluorocarbons containing devices, stored chemical and/or petroleum products, etc.

MSG will identify and inventory universal and hazardous wastes by a thorough visual reconnaissance within the Site, observing visible containers and items. Unknown liquids or other materials will be identified, described, and quantified to the extent possible; however, no equipment, drums, containers, tanks, etc., will be opened and no characterization samples will be collected as part of this survey.

Following the completion of the items described above, we will prepare engineering plans and specifications for the demo of the existing scale. MSG will draft detailed bidding specifications for the City of Ann Arbor to procure a Trade Contractor for the projects abatement and demolition activities, as needed. The specifications will be detailed enough to ensure the project is completed in accordance with the City of Ann Arbor requirements. MSG will collaborate with the City of Ann Arbor and gain concurrence on key elements of proposed scope of work, methods, constraints, and ensure that these are included in the specifications.

The engineering plans will identify the area of work, modifications to existing utilities and site restoration requirements. We assumed that a demolition permit will be required from Pittsfield Township and assumed that the contractor will secure such a permit using the project plans.

In addition, we will prepare documentation and paperwork, inspection and register the scale with The Michigan Weights and Measures Program documenting the demo of the existing scale.

#### **Task No. 10 – Project Coordination, Permits, and Bidding Assistant**

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We will coordinate all elements of the design with all affected parties, including, but not limited to Washtenaw County Water Resources Commission, MDEQ, Pittsfield Township, various City Departments, private utility companies and other formal and informal committees, and the public in general. We note that we will take a proactive approach for the permits and communicate with the appropriate agencies in advance to avoid major issues with the permitting process.

MSG will assist in securing site related permits that include the following:

- MDEQ Solid Waste Review and Approval,
- Washtenaw County Water Resources Commissioner Drain Permit,
- MDEQ Joint Permit,
- Grading Permit,
- Soil Erosion and Sedimentation Control Permit, and
- NPDES.

MSG will provide the following services for this task:

- Submit plan sets for review to the agencies having jurisdiction.
- Receive review comments and revise plans to address comments.
- Prepare applications and plans for review.
- Coordination with permitting agencies to assist in the permitting process.

MSG assumes that all permits, applications, and review fees will be paid by the City. MSG will advise the City of review fee requirements as they are determined.

In addition, we will assist the City with the project bidding process including conducting a pre-bid site walk through and evaluating bids. MSG will respond to any technical questions during the bidding process, prepare up to three (3) addenda (if needed), and hold the pre-construction meeting. MSG will aid the City of Ann Arbor in the tracking of the bids and in the awarding of the contract.

### **Project and Public Meetings**

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We will schedule and chair design progress meetings. This is to include the following:

- Kick-off Meeting (Task No. 1),
- Conceptual Site Plan Review Meeting (Task No. 2),
- Preliminary Site Plan Meetings (3 meetings) (Task No. 6),
- Final Site Plan Meetings (3 meetings) (Task No. 7),
- Final Site Plan Public Meetings (3 meetings) (Task No. 8),
- Engineering Plans and Contract Documents Meeting (Task No. 8), and
- One Prebid Meeting (Task No. 10).

We will prepare and distribute meeting minutes for all progress and coordination meetings.

### **Project Deliverables**

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We will provide the following project deliverables as required throughout the course of the design process as needed to meet all relevant project milestones and/or deliverable dates:

- Construction plans and specifications at 30%, 60%, and 90% completion,
- Final engineering plans, specifications, and cost estimates to the City of Ann Arbor for advertising and bidding the project,
- Site Plan approval documents,
- All completed permit applications,
- Detailed cost estimates,
- Progress meeting minutes, and

- One portable flash drive containing all Project Deliverables and other project related files upon completion of the project's design.

### Project Schedule

We understand that the City is currently planning to award this project by the end of April, 2018 and complete the design by September 17, 2018. On that basis, we developed the following schedule. A more detailed schedule prepared using Microsoft Project will be submitted upon award including dates for progress meetings and permit submittals.

- Task 1 – Project Kickoff Meeting ..... 5/07/18
- Task 2 – Conceptual Design Concepts..... 5/29/18
- Tasks 3,4 and 5 – Survey, Geotechnical Investigation and Subsurface Utility Engineering Investigation..... 6/15/18
- Task 6 – Preliminary Site Plan..... 6/25/18
- Task 9 – Existing Scale Demolition..... 7/15/18
- Task 7 – Final Site Plan..... 7/30/18
- Task 8 – Engineering Plans and Contract Document ..... 8/27/18
- Completed Construction Bid Package ..... 9/17/18

### D. PROPOSAL FEE

As requested, our fee schedules is included in a separate, sealed, envelope.

### E. AUTHORIZED NEGOTIATOR AND SIGNATURE

The Principal-In-Charge for this project that is authorized to negotiate with the City of Ann Arbor is

Mr. Ibraheem Shunnar, PE  
Phone No. (734) 397-3100, Extension 6129  
Cell No. (734) 755-9580.  
Email Address: ishunnar@manniksmithgroup.com  
Signature:

The Mannik & Smith Group, Inc.  
2365 South Haggerty Road  
Canton, Michigan 48188



Ibraheem Shunnar

### F. ATTACHMENTS

The following completed attachments are included in Appendix B of this proposal:

- Attachment B – Legal Status of Consultant Form,
- Attachment C – City of Ann Arbor Non-Discrimination Declaration of Compliance Form,
- Attachment D – City of Ann Arbor Living Wage Declaration of Compliance Form, and
- Attachment E – Vendor Conflict of Interest Disclosure Form.

MSG acknowledges Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City and the successful consultant must comply with all applicable wage requirements and provide documentary proof of compliance when requested.

## **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:



March 26, 2018

Mr. Chris Elenbaas, PE  
City of Ann Arbor  
301 E. Huron Street  
Ann Arbor, MI 48104

**RE: Proposal Amendment**  
**RFP No. 18-08 - Engineering Services for Landfill Scale and Entrance Improvements**

Dear Mr. Elenbaas,

The Mannik & Smith Group, Inc. (MSG) is pleased to submit this amendment to our proposal dated February 13, 2018. The amendment provides revised scope of work and cost estimate based on our discussions during the interview completed on March 9, 2018. Specifically, this amendment provides revised scope of work for the demolition of the existing scale and for the communications system for the proposed scale and security gate. The revised scope of work and cost estimate are detailed below.

Our original scope of work assumed that the building associated with the existing scale will be demolished. Based on our discussions during the interview on March 9, 2018, the existing building will stay and only the scale will be demolished. On that basis, our effort for this task has been revised.

In addition, our original scope of work called for the development of performance based specifications for the remote communication system for the proposed scale and security gate(s). The revised scope of work includes completion of the design for the proposed communication system. The proposed system is expected to include remote control and audio and video communications with the proposed scale, gate and truck route area.

Our revised fees for the project are summarized below and detailed in in the attached spreadsheet:

No.	Task Name	Fees
1	Kick off Meeting	\$ 3,490.20
2	Conceptual Plans	\$ 9,328.00
3	Project Area Survey	\$ 5,986.40
4	Subsurface Utility Engineering	\$ 3,972.40
5	Geotechnical Investigation	\$ 11,292.40
6	Preliminary Site Plan	\$ 13,325.20
7	Final Site Plans	\$ 28,093.20
8	Engineering Plans and Contract Documents	\$ 8,188.80
9	Existing Scale Demolition	\$ 3,672.80
10	Project Coordination, Permits and Bidding Assistants	\$ 11,816.00
	Communication System Design	\$ 12,000.00
	<b>Total</b>	<b>\$111,165.40</b>



TECHNICAL SKILL.  
CREATIVE SPIRIT.

We hope this amendment provides the required information. We look forward to working with you to help make this a successful project. Please feel free to contact me if you have any questions.

Sincerely,



Ibraheem Shunnar, PE  
*Vice President, Principal*



City of Ann Arbor - Landfill Scale and Entrance Improvements

NO	TASK DESCRIPTION	Ibraheem PRNPL \$154.00	Tim ENG. V \$141.00	Chris ENG. V \$141.00	Beth ENG. V \$141.00	Staff ENG. II \$94.00	Ryan ENV. SCI. V \$126.00	Mike ENV. SCI. IV \$111.00	Wendy LAND ARCH. VI \$154.00	Staff LAND ARCH. II \$94.00	Staff ADMIN ASSIST. II - IV \$50.00	Staff SURVEY II \$117.00	Staff SURVEY CREW (2 MAN) \$154.00	Staff GRP TESTER \$165.00	TOTAL MSG COST	EQUIPMENT COSTS	STANDARD EXPENSES	SUB COSTS	TOTAL COST
1	Task No. 1 Kick off Meeting	8	8				8				2				\$ 3,468.00	\$ -	\$ 22.20	\$ -	\$ 3,490.20
2															\$ -	\$ -	\$ -	\$ -	\$ -
3	Task No. 2 Conceptual Plans	8	16			60					4				\$ 9,328.00	\$ -	\$ -	\$ -	\$ 9,328.00
4															\$ -	\$ -	\$ -	\$ -	\$ -
5	Task No. 3 Project Area Survey		2		12						2	12	16		\$ 5,942.00	\$ -	\$ 44.40	\$ -	\$ 5,986.40
6															\$ -	\$ -	\$ -	\$ -	\$ -
7	Task No. 4 Subsurface Utility Engineering	2				8		8						12	\$ 3,928.00		\$ 44.40	\$ -	\$ 3,972.40
8															\$ -	\$ -	\$ -	\$ -	\$ -
9	Task No. 5 Geotechnical Investigation	12				50					4				\$ 6,748.00	\$ 4,500.00	\$ 44.40	\$ -	\$ 11,292.40
10															\$ -	\$ -	\$ -	\$ -	\$ -
11	Task No. 6 Preliminary Site Plan	8	24			60			8	16	4				\$ 13,192.00	\$ -	\$ 133.20	\$ -	\$ 13,325.20
12															\$ -	\$ -	\$ -	\$ -	\$ -
13	Task No. 7 Final Site Plans	16	40	40		120			8	16	4				\$ 27,960.00	\$ -	\$ 133.20	\$ -	\$ 28,093.20
14															\$ -	\$ -	\$ -	\$ -	\$ -
15	Task No. 8 Engineering Plans and Contract Documents	12	12			40					16				\$ 8,100.00	\$ -	\$ 88.80	\$ -	\$ 8,188.80
16															\$ -	\$ -	\$ -	\$ -	\$ -
17	Task No. 9 Existing Scale Demolition	4				8	16				4				\$ 3,584.00	\$ -	\$ 88.80	\$ -	\$ 3,672.80
18															\$ -	\$ -	\$ -	\$ -	\$ -
19	Task No. 10 Project Coordination, Permits and Bidding Assistants	24	32			32					12				\$ 11,816.00	\$ -	\$ -	\$ -	\$ 11,816.00
20	Communications System Design														\$ -	\$ -	\$ -	\$12,000.00	\$ 12,000.00
<b>TOTAL HOURS</b>		94	134	40	12	378	24	8	16	32	52	12	16	12	94066	4500	599.4	12000	111165.4
Pittsfield Township Site Plan Approval (not included in Total)			24			16									\$ 4,888.00				\$ 4,888.00

**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.