

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
STANTEC CONSULTING SERVICES, INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES FOR THE
CITY OF ANN ARBOR HAZARD MITIGATION PLAN UPDATE
RFP NO. # 21-24**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Stantec Consulting Services, Inc. ("Contractor"), a corporation organized and doing business under the laws of the State of New York, with its address at 801 Jones Franklin Rd, Raleigh, NC 27608. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Fire Department.

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

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

Project means RFP NO. #21-24 City of Ann Arbor Hazard Mitigation Plan Update.

II. DURATION

Contractor shall commence performance on December 6, 2021 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide RFP NO. #21-24 City of Ann Arbor Hazard Mitigation Plan Update ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- 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 expressed or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, 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 (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

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

XIII. NOTICE

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

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

Stantec Consulting Services, Inc.
Caroline Cunningham
801 Jones Franklin Road #300
Raleigh, NC 27606

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

City of Ann Arbor
ATTN: Fire Chief
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

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

XX. EFFECTIVE DATE

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By Caroline Cunningham
Caroline Cunningham, Principal

This 18th day of November, 2021.

FOR THE CITY OF ANN ARBOR

By Christopher Taylor 12/01/2021
CHRISTOPHER TAYLOR, MAYOR

By Jacqueline Beaudry 12/02/2021
JACQUELINE BEAUDRY, CITY CLERK

This ___ day of _____, 20___

Approved as to substance

By Milton Dohoney Jr 11/23/2021
MILTON DOHONEY JR., INTERIM CITY ADMINISTRATOR

By Mike Kennedy 11/19/2021
MIKE KENNEDY, FIRE CHIEF

Approved as to form and content

By Stephen K. Postema 11/23/2021
STEPHEN POSTEMA, CITY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

BACKGROUND

The City of Ann Arbor has a long history of planning for and implementing mitigation actions that improve the resilience and overall preparedness of our community for both man-made and natural disasters. This work was formalized through hazards planning that began following the passage of the Disaster Mitigation Act of 2000 (DMA). Post the DMA of 2000 and prior to 2012, this work was undertaken in tandem with Washtenaw County, with the City's concerns being included in the Washtenaw County Hazard Mitigation Plan. In 2012, however, the City developed a stand-alone citywide plan to address city-specific issues and vulnerability. The 2012 version of the hazard mitigation plan integrated the City's 2007 Flood Mitigation Plan (FMP), which included a much more detailed flood analysis than had been included in the Washtenaw County hazard mitigation plan. This first City-specific plan was updated in 2017, with support from a FEMA planning grant.

Given that multi-hazard mitigation plans need to be updated every five (5) years, the City is currently looking for consulting partner(s) to assist with creating an updated plan that addresses vulnerabilities, adaptive capacity, and strategic actions the City and its constituents and collaborators can take to increase resilience to man-made, natural, and climate-related hazards.

As further context, over the last 30 years the City of Ann Arbor has experienced a nearly 1-degree Fahrenheit increase in annual temperature, an increase of over 44% in annual precipitation, and a 37% increase in the total volume of precipitation falling during extreme events. These trends are only projected to continue and become exacerbated under a changing climate. Given this, history is no longer prologue, so the City is looking for a consultant that will help the City prepare a FEMA approved Multi-Hazard Mitigation Plan that fully integrates climate and equity – thereby ensuring the City is planning for and ultimately building resilience to today's as well as tomorrow's hazards.

OBJECTIVES

The following are the guiding objectives for the Ann Arbor 2022 Multi-Hazard Mitigation Plan and the associated plan development process. The City expects that the contractor will create a work plans that allow these objectives to be met:

- Achieve a FEMA approved citywide multi-hazard mitigation plan update, which is also delivered to and approved by the State of Michigan and formally adopted by Ann Arbor City Council.
- Creation of a planning process, action recommendations that increase resilience, especially the resilience of the most vulnerable, to current and projected future man-made, natural, and climate-related hazards.
- City and local stakeholders thoroughly understand the current and future local vulnerabilities (including the exposure, sensitivity, and adaptive capacity) of municipal and community systems to man-made, natural, and climate-related hazards.
- Detailed and understandable risk assessments exist that inform action selection and create the foundation for tangibly measuring progress towards risk reduction.

- Public awareness, education, and engagement initiatives lead to the identification of vulnerabilities, articulation of adaptive capacities, and the prioritization (and future implementation) of actions that enhance resilience. (Implementation is not required for completion of services.)
- Strategic opportunities to increase local and regional resilience have been cooperatively identified and cooperatively implemented with local, state, federal, and private entities.
- Actions included in the plan have detailed implementation plans, including information on party responsible for implementation, timetables, funding needs, funding opportunities, co-benefits, metrics to track progress, etc., making it more likely the actions will lead to tangible enhancements in local resilience.
- The Plan strongly aligns with and reinforces existing local policies, plans, and initiatives, including:
 - The Community Rating System (CRS). The City is currently rated a Class 6 community within CRS. The 2022 plan update must maintain all 244 points obtained in Activity 510 from the 2017 plan, and preferably obtain more points. A CRS Hazard Mitigation Plan score sheet for the 2017 plan is provided as guidance in Appendix A. A new CRS Hazard Mitigation Plan score sheet is to be provided for the 2022 Plan update. The Contractor and the City shall develop and follow a workplan designed to earn at least 244 CRS Activity 510 points.
 - A²ZERO: The City's plan to achieve a just transition to community-wide carbon neutrality by 2030.
 - One Community: The City's commitment to advancing racial equity.
 - The City's Dam Safety Program and Emergency Action Plans
 - The Floodplain Management Overlay Zoning District
 - Stormwater Model Calibration and Analysis Final Report
- The plan references and accounts for relevant and impactful aspects to the City of Ann Arbor from current hazard mitigation plans of both Washtenaw County and the University of Michigan, Ann Arbor campus.

REQUIREMENTS

- Identify areas for improvement and alignment with The City of Ann Arbor 2017 Hazard Mitigation Plan, the current Washtenaw County Hazard Mitigation Plan, and the current State of Michigan Hazard Mitigation Plan.
- Evaluate and identify City of Ann Arbor policies and plans that support and shape the city's hazard mitigation goals and processes including but not limited to, the city's Community Rating System and the city's A²ZERO Carbon Neutrality Plan.
- Review and expand upon the Technical Advisory Committee (TAC) accounting for both membership and representation as well as their role in developing and implementing the hazard mitigation plan.
- Review and revise mitigation action items identified with the 2017 Multi-Hazard Mitigation Plan to make them more condensed, specific and actionable. Many of the current mitigation projects use words like "continue", "consider", "assess", "evaluate", etc. The wording of the action items should be updated to make them easier to determine if they have been completed and pertinent implementation details should be identified and included in any updated plan.

FINAL PLAN AND DELIVERABLES

It is the expectation of the City that the contractor will:

- Develop a list of grant eligible mitigation projects that can be submitted as grant funds become available (i.e., FEMA BRIC)

- Provide details necessary to support the implementation of mitigation actions identified, including details such as party responsible for implementation, cost to implement, funding opportunities, co-benefits, and alignment with existing City priorities.
- Deliver a plan to the City that will be approved and recommended by the Michigan State Police Emergency Management Homeland Security Division to the Federal Emergency Management Agency.
- The 2022 plan update must maintain all 244 CRS points obtained in Activity 510 from the 2017 plan, and preferably obtain more points. The Contractor and the City shall develop and follow a workplan designed to earn at least 244 CRS Activity 510 points. Actual points will be determined in the City's upcoming CRS evaluation, which is outside of the Contractor's scope and control.

Develop a plan maintenance strategy and mitigation strategy that aligns identified projects to potential funding sources and city resources to help facilitate the immediate implementation of this strategy by the City.

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:

PROPOSED BUDGET - STANTEC CONSULTING SERVICES INC.

Stantec proposes a time and material, not to exceed fee of **\$145,238.00**.

Below you will find our staff proposed for the 2022 Ann Arbor Hazard Mitigation Plan Update including names (and key staff), titles, hourly rate, and assigned hours. Our rates include varying fee by billing level, including overhead factors such as office cost and equipment. Should Stantec be selected, we are happy to provide additional information on how the overhead rate is derived.

Name	Title	Hourly Rate	Hours	Subtotal
Caroline Cunningham, AICP, CFM*	Project Manager	\$199.00	90	\$17,910
John Malueg, PE	PIC/etc	\$238.00	8	\$1,904
Christina Hurley, AICP*	Risk Assessment Lead	\$147.00	168	\$24,696
John Bucher, AICP*	Engagement Lead	\$165.00	124	\$20,460
Norm Shippee, PhD*	Climate Scientist	\$174.00	40	\$6,960
Jarred White, PE*	Mitigation Strategy Specialist	\$136.00	60	\$8,160
Kristen Hewes, PE*	Mitigation Strategy Lead	\$165.00	52	\$8,580
Heidi Peper*	Funding Specialist	\$199.00	32	\$6,368
Matthew Moy	Planning Support	\$127.00	132	\$16,764
Ryan White, PE	Engagement/Equity	\$174.00	40	\$6,960
Dan Hegg	Sustainability	\$174.00	32	\$5,568
Ann Stevens	Engagement/Local	\$165.00	32	\$5,280
Tom Berry	Mitigation Strategy Specialist	\$160.00	32	\$5,120
Tom Morey, CFM	NFIP Specialist	\$160.00	32	\$5,120
Matthew Lieuallen, JD	QA/QC	\$199.00	12	\$2,388
Other Direct Costs (Social PinPoint)				\$3,000

* Key Team Members

Task	Hours	Subtotal
Task 1: Organize to Prepare the Plan	46	\$8,476
Task 2: Develop a Community Engagement Approach	202	\$33,750
Task 3: Conduct a Capability and Capacity Assessment	62	\$8,736
Task 4: Update the Risk Assessment	208	\$29,956
Task 5: Develop the Mitigation Strategy	300	\$49,582
Task 6: Develop Plan Maintenance Procedures	12	\$2,076
Task 7: Review and Adopt the Plan	56	\$9,662
LABOR SUBTOTAL	886	\$142,238
OTHER DIRECT COSTS SUBTOTAL (Social PinPoint)		\$3,000
GRAND TOTAL		\$145,238

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
 2. 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 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 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 that 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 for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, 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.