

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
Fiber Optics Management L.L.C. DBA Turnkey Network Solutions  
AND THE CITY OF ANN ARBOR FOR  
Fiber Optics Design and Planning Services**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Fiber Optic Management L.L.C. DBA TurnKey Network Solutions ("Contractor") a(n) Michigan Limited Liability Company with its address at 7020 Southbelt Drive SE, Caledonia, MI 49316, agree as follows on this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

**I. DEFINITIONS**

Administering Service Area/Unit means Information Technology Services Unit

Contract Administrator means Thomas Shewchuk, 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#18-03 - Fiber Optics Design and Planning Services

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 2018, and shall remain in effect until June 30, 2023 unless terminated as provided for in Article XI.

**III. SERVICES**

A. The Contractor agrees to provide Fiber Optics Design and Planning Services type of service ("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 perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **IX. OBLIGATIONS OF THE CITY**

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

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

#### **X. ASSIGNMENT**

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

B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

#### **XI. TERMINATION OF AGREEMENT**

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

B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

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

## **XII. REMEDIES**

A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

### **XIII. NOTICE**

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

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

TurnKey Network Solutions  
Warren Henderson  
7020 Southbelt Drive SE  
Caledonia, MI 49316

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

City of Ann Arbor  
Thomas Shewchuk  
Information Technology Services Unit  
301 E. Huron St.  
Ann Arbor, Michigan 48103

### **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.

#### **XV. 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**

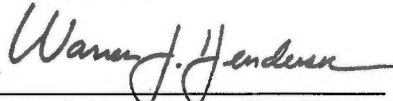
Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that 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   
Warren J. Henderson, President

**FOR THE CITY OF ANN ARBOR**

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

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

**Approved as to substance**

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

\_\_\_\_\_  
Tom Crawford, Chief Financial Officer and  
Financial Services Area Administrator

**Approved as to form and content**

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



## **EXHIBIT A**

### **Scope of Services**

Contractor Fiber Optic Management L.L.C. DBA TurnKey Network Solutions (also referred to as "TKNS"), will provide network design, fiber route planning, and permitting for expansion of the City's outside plant ("OSP") fiber optic network, and provide project management services during construction, all as follows. Services will be provided on a project by project basis, when assigned and required by the City. A proposal is required to be submitted and approved by the City for each project. TKNS will provide the following services:

#### **OSP Design and Fiber Route Planning Services**

1. Develop clear, concise, and accurate designs for each new FON segment to mitigate issues and increase project success.
2. Evaluate and identify fiber route alternatives to select the most cost effective solution based on the design criteria. Route considerations shall include aerial versus buried versus available existing duct.
3. Perform the necessary interviews and site walks to identify existing building entrances and facilities or to determine requirements for new entrances and the placement of new inside conduit runs to the desired demarcation for fiber terminations. The evaluation and design shall meet all state, county, local, fire, NESC, and safety codes and building owner requirements.
4. Identify all authorities having jurisdiction over the work (AHJ' s), including but not limited to MDOT, Washtenaw County, City of Ann Arbor, DTE, AT&T, and railroads. Perform detailed design data collection on site based on identified AHJ requirements.
5. Provide all viable route options, accurate information, new industry technology, new products, and industry best practices to allow the City to select the most optimal solution.
6. Perform periodic construction inspections and address design/construction related matters as they arise during active period of construction. Provide regular construction progress updates to the City.
7. Adhere to the standards and best practices set forth in the original City FON implementation and maintain the 25-year warranty awarded to the City by Corning.
8. Utilize existing City infrastructure (i.e. conduit), if feasible.
9. The proposed fiber optic network design will be comprised of underground fiber, aerial fiber, or a combination thereof. Underground installation will be preferred wherever possible.
10. Provide route engineering that includes make-ready recommendations and all required pole attachment applications per the design recommendation.
11. Provide design drawings compatible with and ready for use in Esri's ArcGIS software, specifically in shapefile format or feature class files contained inside a file geodatabase. Design drawings must also be correctly georeferenced (ie, all elements of the drawing must be comprised of coordinate points or geometry that correctly correspond to the coordinates of their real-world counterparts) and to scale. Required projected coordinate system for use is "NAD 1983 StatePlane Michigan South FIPS 2113 (Intl Feet)" (WKID 2253).
12. Expected to produce comprehensive computerized design maps and detailed CAD drawings of entire route and route options, including aerial-to-underground splice-

closures, hand-hole placements and any associated equipment necessary for network construction.

13. Provide design and CAD services required to compile detailed drawings and specifications that will meet the requirements of all AHJ 's for permit applications and serves as the construction documents necessary for the complete construction of required facility elements. Based on the contractor provided red lined drawings, update all drawings to an as-built condition at the completion of the construction work. Coordinate with MISS DIG to update the mapping information for all newly construction facilities for locating.
14. The Consultant will provide on-site field/site surveys and splice point requirements as required.
15. Provide, for underground facility, conduit design, conduit detailing, hand-hole detailing, prepare all forms and documentation for approval of conduit construction and/or installation, and verify as-builts.
16. Is required to act on the City's behalf in rights of way negotiations and communicate with local and state governmental jurisdictions so aerial and underground infrastructure requirements are met.
17. Is required to provide, consolidated field notes and electronically store in a format approved by the City of Ann Arbor.
18. Provide detailed site drawings, permit detail drawings and overview maps in an electronic format approved by the City of Ann Arbor.
19. Will input all pole attachment inventories for pole attachment agreements between the Consultant and other utilities into an electronic format approved by the City of Ann Arbor.
20. Appropriately label all network components (cabling, splice enclosures, etc.) based upon industry best practices and adhere to labeling requirements of third-party pole owners (e.g., AT&T, DTE, railroad, etc.) and the City of Ann Arbor labeling requirements.
21. Be responsible for staking the route and producing computerized maps in an electronic format approved by the City of Ann Arbor.
22. Will provide GPS points of reference for utility poles. The Consultant will provide photo images of utility poles the fiber will be attached to. The Consultant will provide GPS points of reference for hand holes, street crossings, and splice enclosures.
23. Proof conduit or duct for capacity and availability.

### **Permitting**

1. Contractor will be required to manage the permitting process with various entities under the direction of City of Ann Arbor.
2. Proposers should be aware that DTE and AT&T own and maintain most poles located throughout the City of Ann Arbor. DTE and AT&T have separate permitting processes from the City of Ann Arbor.
3. Contractor must apply-for, on behalf of the City of Ann Arbor, and secure all necessary permits from municipal, county, state and local Consultants (e.g., AT&T, DTE, Washtenaw County Road Commission, Railroad, etc.) for construction of the new segment. It is the sole responsibility of the Consultant to secure all permits for the construction. Working experience with DTE is a plus and the Consultants should provide this information in detail within the Professional Qualifications element of the RFP submittal.
4. All applications would be prepared, submitted, tracked, and respond to all request until received from the AHJ.

### **Project Management**

1. Assign a Project Manager to all projects and utilize industry standard project management methodologies to ensure projects are delivered within budget and on time.
2. Assigned Project Manager will serve as a single point of contact for all provided services.
3. Maintain and up-to-date project plan that reflects the current state of the project.
4. Work closely with the City's Project Manager to ensure project success.
5. Attend or conduct regularly scheduled status meetings.
6. Mitigate and escalate issues to executive stakeholders and project team.
7. Manage the change order process.

#### **A. Other**

1. Consultant will be required to assist the City in answering questions or clarification related to their design during the construction of the project.
2. Respond to requests for FON expansion in a timely manner.

#### **B. The City will:**

1. Upon award of the contract, the City will provide mapped and electronic information about existing infrastructure including; information about City-owned conduit, fiber, partner assets and existing water utilities infrastructure so fiber can be placed efficiently (refer to Attachment A for a listing of available data sources).
2. Provide access to City-owned street lights and poles. The City will help ensure access to existing infrastructure where appropriate.
3. As a pole owner, in instances where there is useable, excess space and capacity on the pole, the City of Ann Arbor may be able to reallocate pole space.
4. Provide access to City-owned property for placement of infrastructure that will permit providers to reach required areas within the City.

#### **C. Technical Specifications**

1. The City requires the use of Corning single-mode (SMF-28e+) optical fiber that is compliant with the new International Telecommunication Union (ITU) standards for low water-peak fibers, ITU G.652.C, as well as Telecommunications Industry Association and Electronic Industries Alliance (TIA/EIA) standards. The fiber will provide the City of Ann Arbor versatility and flexibility to grow network systems as the demand grows.
2. The City of Ann Arbor requires the deployment of a hybrid CWDM (Course Wave Division Multiplexing) / DWDM (Dense Wave Division Multiplexing) fiber optic network that will deliver a host of broadband connectivity options in a very cost effective manner.
3. The network design must be flexible enough to allow the City of Ann Arbor to offer Ethernet, leased fiber, and wave services to anyone where capacity is available.
4. ATTACHMENT I provides a listing of equipment specifications for conduit, handholes and other OSP equipment currently in use by the City of Ann Arbor. The City prefers to utilize hand-hole makes, models and sizes that are consistent with current practice.

5. It should be noted that conduits entering handholes through the sidewall (as opposed to being swept up and entering from the bottom) that the hole in the wall of the handhole must be sealed with concrete to prevent dirt and debris from entering the handhole. This includes new handholes, or connecting into existing handholes. Any vacant conduits must be plugged/sealed.
6. Directional bore shots can stretch conduit. Over time, the conduit can slowly retract. The City of Ann Arbor has locations where the conduit has retracted out of the hand hole. This needs to be addressed during the design to prevent future occurrence.
7. In the absence of explicit specifications contained within in this RFP, Consultants must adhere to industry best practice and follow all applicable local, state and federal regulations, including bonding and grounding guidelines and requirements.

**EXHIBIT B  
COMPENSATION**

TKNS's fees for its services will be based on the following hourly rates, which shall be and remain in effect for the first two-year period from the date of the award of the Agreement.

In subsequent years, TKNS may increase its fees based on the Consumer Price Index for All Urban Consumers, City of Detroit (<https://www.bls.gov/cpi/>).

Item	Description	Staff Name, Staff Title	Proposed Hourly Rate
1	Project Management	Keith Schierbeek, Project Manager	\$80.00  Rate includes the necessary equipment/software to complete the services.
2	Network Route Design	Tom Glass, Vice President of Engineering Rob Fisher, Engineering Supervisor Len Coyne, OSP Engineer Sai Teja Koneru, OSP Engineer	\$85.00 for site work, \$75 for office work  All rates include the necessary equipment/software to complete the services.
3	Site Work	Tom Glass, Vice President of Engineering Rob Fisher, Engineering Supervisor Sai Teja Koneru, OSP Engineer Ross Klawiter, ISP Engineer; Dave Barnes, ISP Manager	\$85.00 for site work, \$75 for office work  All rates include the necessary equipment/software to complete the services.
4	Engineering Design	Tom Glass, Vice President of Engineering Rob Fisher, Engineering Supervisor Len Coyne, OSP Engineer Sai Teja Koneru, OSP Engineer; Erica Filkins, Permit Coordinator	\$85.00  Rate includes the necessary equipment/software to complete the services

5	Documentation and Deliverables	Rob Fisher, Engineering Supervisor Len Coyne, OSP Engineer Sai Teja Koneru, OSP Engineer Dan Schroeder, CAD Technician Erica Filkins, Permit Coordinator	\$75.00 for office design work \$50.00 for CAD work  All rates include the necessary equipment/software to complete the services.
6	Construction Oversight for Phase II	Rob Fisher, Engineering Supervisor Len Coyne, OSP Engineer Sai Teja Koneru, OSP Engineer Bob Seaman, OSP Supervisor Derrick Fisher, OSP Supervisor	\$85.00  Rates includes the necessary equipment/software to complete the services.
7	Permitting for "Make Ready" Construction	Erica Filkins, Permit Coordinator	\$60.00

**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. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements 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.

**ATTACHMENT I  
TECHNICAL SPECIFICATIONS**

**Outside Plant Conduit Specifications**

Dura-line Smooth-wall high-density polyethylene (HDPE) is used underground raceway and is packaged in continuous lengths on reels or coils allowing for fast installation with minimum joints. Smooth-wall can be installed via trenching, plowing and directional drilling and is made to Industry Standards for Power and Communications Applications. There are also versions available for aerial applications.

**Outside Plant Conduit Specifications Table**

Item Description	Mfg.	Part #	Spec Sheet
3-inch High Density Polyethylene Schedule 80 Conduit	Duraline	Various	<a href="#">Spec Sheet</a>

**Outside Plant Handhole Specifications**

The City uses a variety of different sizes and configurations for handholes. Below is a listing of current handhold inventory.

**Outside Plant Handhole Specifications Table**

Item Description	Mfg.	Part	Spec Sheet
11" X 18" HANDHOLE 12" DEEP	Hubbell Power Systems, Inc.	QUAZITE	<a href="#">Spec Sheet</a>
11" X 18" LID	Hubbell Power Systems, Inc.	QUAZITE	
13" X 24" HANDHOLE 18" DEEP	Hubbell Power Systems, Inc.	QUAZITE	
13" X 24" LID	Hubbell Power Systems, Inc.	QUAZITE	
17" X 30" HANDHOLE 18" DEEP	Hubbell Power Systems, Inc.	QUAZITE	
17" X 30" HANDHOLE 24" DEEP	Hubbell Power Systems, Inc.	QUAZITE	
17" X 30" LID	Hubbell Power Systems, Inc.	QUAZITE	
24" x 36" HANDOLE 18" DEEP	Hubbell Power Systems, Inc.	QUAZITE	
24" x 36" HANDHOLE 24" DEEP	Hubbell Power Systems, Inc.	QUAZITE	
24" X 36" LID	Hubbell Power Systems, Inc.	QUAZITE	
30" X 48" HANDHOLE 18" DEEP	Hubbell Power Systems, Inc.	QUAZITE	
30" X 48" LID	Hubbell Power Systems, Inc.	QUAZITE	

**Outside Plant Aerial and Underground Fiber Specifications**

The City of Ann Arbor requires the use of Corning glass. Corning ALTOS® is currently preferred for fiber optic cabling.

**Outside Plant Splice Closure Specifications**

Corning Splice Closure (SCF) with Mechanical End Cap is designed for splicing fibers in aerial, duct and buried applications. These sealed canister closures are available in configurations that can accommodate from 72 to 576 single fiber splices, or from a 288- to 1296-fiber capacity if splicing ribbons.

**Outside Plant Splice Closure Specifications Table**

<b>Item Description</b>	<b>Application</b>	<b>Mfg.</b>	<b>Spec Sheet</b>
<b>Corning Splice Closure Fiber</b>	Armored, Direct-Buried, Conduit Lashed Aerial	Corning	<u><a href="#">Spec Sheet</a></u>

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees\_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.22/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.75/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Fiber Optic Management LLC dba TurnKey Network Solutions  
Company Name

7020 Southbelt Dr SE  
Street Address

  
Signature of Authorized Representative

Date

Caledonia, MI 49316  
City, State, Zip

Warren J. Henderson  
Print Name and Title

President

616-455-9840 / bid@tkns.net  
Phone/Email address