

**GENERAL SERVICES AGREEMENT BETWEEN  
CARBON ACTIVATED CORPORATION  
AND THE CITY OF ANN ARBOR  
FOR Carbon Replacement in Odor Control Units (RFP 23-01)**

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 Carbon Activated Corporation ("Contractor"), a California Corporation, with its address at 3774 Hoover Road, Blasdell, New York 14219. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

**I. DEFINITIONS**

Administering Service Area/Unit means Wastewater Treatment Service Unit.

Contract Administrator means Wastewater Treatment Services Unit Manager acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means Carbon Replacement in Odor Control Units.

**II. DURATION**

Contractor shall commence performance on date of last signature ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XII. 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 services detailed in RFP 23-01 Carbon replacement in odor control units ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents ("Contract Documents"), including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

This Agreement and Exhibits  
Request for Proposal No.23-01 and all Addendum thereto (if any)  
Bid Proposal of Contractor, dated January 16, 2023, and restated and  
attached as Exhibit A.

The Contract Documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the Contract Documents, the requirement(s) of the

document listed first above shall prevail over any conflicting requirement(s) of a document listed later.

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.

- 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. 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 express 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 on the basis of the bid price restated in Exhibit B The total fee to be paid the Contractor for the Services shall not exceed One hundred nineteen thousand nine hundred seventy dollars (\$119,970.00). 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) 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 which 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-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. WAGE REQUIREMENTS**

Under this Agreement, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Agreement and the Ann Arbor City Code of Ordinance are silent as to definitions of terms required in determining compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this Agreement.

### **VIII. NON-DISCRIMINATION**

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 Title IX 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.

### **IX. REPRESENTATIONS AND 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 licenses (if applicable) necessary to perform the Services it is to provide 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 it is to provide pursuant to this Agreement.
- D. The Contractor certifies 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 certifies 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 bid was made in good faith, it arrived at the costs of its bid 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 bid 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.

## **X. 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.

## **XI. 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.

## **XII. 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 IX 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.

### **XIII. 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 affect its right to require strict performance of this Agreement.

### **XIV. 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:

Jim Allen  
Carbon activated Corp.  
3774 Hoover Road  
Blasdell, NY 14219

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

Brian Steglitz, Public Services Area Administrator  
City of Ann Arbor  
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, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

### **XV. 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.

#### **XVI. 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.

#### **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, and the other Contract Documents, 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  
CARBON ACTIVATED CORPORATION**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

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

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

Date: \_\_\_\_\_

**Approved as to substance**

By \_\_\_\_\_  
Milton Dohoney Jr., City Administrator

\_\_\_\_\_  
Brian Steglitz, PE, Public Services  
Administrator

**Approved as to form and content**

\_\_\_\_\_  
Atleen Kaur, City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

### **1. REMOVAL AND DISPOSAL**

The carbon in all three units shall be removed and disposed off-site in accordance with all local, state, and federal regulations. Removal shall be done in accordance with the manufacturer's recommended procedure as indicated below. All hauling and disposal costs and all costs for any testing or analysis by a qualified laboratory that is necessary for disposal are included as part of this work. No testing or analysis will be provided from the City. There will be approximately 33,500 pounds of carbon to be disposed of. The three units can be off at the same time for carbon removal if immediately followed by carbon installation. Use of City equipment other than the elevator is strictly prohibited. The elevator has a capacity of 10,000 lbs. and shall be protected with blankets to prevent any damage. No vacuum hoses (if needed) can be placed in stairwells; they must be placed outside of the building to reach from the ground level to the third floor.

The City will remove the lid and ductwork for access, only if the means, methods and equipment recommended by the manufacturer fail to work. The manufacturer recommends removing the lid only if absolutely necessary and utilizing the 8" ports for carbon replacement and inspection of the vessels and screens. The time frame for completion is expected within 2 weeks of starting. Once work begins it should continue until complete.

#### **Media Removal**

To Remove Media:

1. Make sure system fan is off.
2. Remove the media loading/unloading spin-off lids on top of the vessel.
3. Use appropriate media pneumatic vacuum system to suck media from vessel following vacuum equipment guidelines.
4. Once media is removed, inspect internal and media containment system for wear, damage, or deformation. Inform City of Ann Arbor personnel if any failures, issues, or damages are found in the carbon vessels. Entry into the vessels should not be necessary for inspection.
5. Dispose of spent media in appropriate and approved manner.
6. Install fresh media as described above.
7. Replace lids.
8. Follow system start up procedures.

### **2. ACTIVATED CARBON TO BE SUPPLIED**

Bidder shall supply approximately 11,000lbs (345.2 cubic feet) of High Capacity carbon per vessel as specified. A total of 33,500 pounds shall be supplied in a single delivery. Each lot of carbon shall be delivered with an accompanying analysis sheet. The carbon must be manufactured to adsorb vapor phase organic and malodorous compounds of the type typically generated in municipal wastewater. This media should have a 99% removal rate of H<sub>2</sub>S and organic sulfides at the specified inlet concentrations. The media shall remove 95% minimum of non-sulfide VOC at the specified concentrations.

Acceptable carbon is Jacobi Carbon AddSorb® Sulfox-HC or approved equal meeting the following specifications:

Apparent Density (g/cc): 0.39 – 0.41

Moisture: 8% max.

H<sub>2</sub>S Breakthrough Capacity (g/cc of carbon): 0.28 minimum

Mean Particle Diameter: 3.9 – 4.1 mm

Lab data to verify the alternative meets the carbon specification for absorption rate must be included with any proposed alternative and the following test method shall be used: ASTM D 6646 – Test Method for Determination of the Accelerated Hydrogen Sulfide Break Through Capacity of Granular and Pelletized Activated Carbon.

### **Vessel Design Calculations**

Air Flow: 6,150 cubic feet per minute

Vessel Diameter: 108 inches

Carbon Volume: 345.4 cubic feet

Contact Time: 3.37 seconds

### **Safety Precautions**

It has been confirmed that wet granular activated carbon confined in vessels creates an oxygen demand, which is hazardous to human health and can cause death unless proper safety precautions are taken. Studies conducted in vessels have shown that low oxygen content exists in vessels containing wet carbon. Laboratory experiments conducted also have revealed that commercial activated carbons in a wet or moist condition will lower the oxygen content of an isolated space. Preliminary indications of this research are:

- The phenomenon occurs with wet activated carbon of all common types.
- The rate of oxygen uptake naturally varies with the degree of exposure of the wet carbon to the air. Thus, it is relatively rapid in a drained enclosure.
- There is some indication of a limit to carbon's capacity for oxygen, but until more is known, it would be prudent to assume that all carbon (fresh, used, reactivated) will also exhibit this characteristic. Similarly, although these tests were run with water, it should be assumed that the phenomenon would occur in other liquid and vapor systems.

All confined spaces, including those containing activated carbon, should be presumed to be hazardous. Appropriate safety measures should always be taken before entering, as well as when workers are in, a confined space. OSHA regulations applicable to respiratory protection in oxygen-deficient atmospheres should be strictly adhered to.

### **3. INSTALLATION OF CARBON**

The correct amount of Carbon shall be installed into each of the three vessels, which are located on the third floor of the Solids Handling Building. Installation of the carbon shall be done in accordance with the Manufacturer's recommended procedure.

## **Media Installation**

### **Before Installation**

1. Visually inspect the vessel interior and media support baskets for any visible defects. Ensure the baskets are centered and straight.
2. Visually inspect that the polypropylene screen covering the baskets is intact.

### **Installation**

1. Media can be either dumped into the vessel directly from the sack, or can be pumped.
2. Begin by carefully loading the inner media first. Open the four inner spinoff covers and fill the media through each one spin-off maintain approximately the same level in each of the fill points.
3. Fill the media until the solid part of the basket is filled.
4. Repeat the same procedure for the outer media. Make sure that the screen stays intact and does not allow any media to fall through.

## **4. WORK HOURS AND SAFETY EQUIPMENT**

1. Work hours are Monday through Friday from 7:00 a.m. to 6:30 p.m. for any work that requires outdoor equipment (i.e. vacuums and other noisy equipment). Saturday outside work hours require pre-approval by the City and would be from 10:00 a.m. to 5:30 p.m. All work that can be done inside the building with minimal noise and no equipment running outdoors may be done outside of the hours indicated previously with pre-approval by the City.
2. The contractor shall be responsible to supply any equipment needed to complete the project, which includes any and all safety equipment. All personnel working on the project will be required to wear hard hats, high visibility safety vests, safety glasses and steel toes boots.
3. The contractor is required to provide any engineering controls necessary to mitigate carbon dust at all times during the project.

## 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:

(insert/Attach Negotiated Fee Arrangement)

Carbon Activated Corporation submit the following proposal for the above RFP.

The company guarantees to provide all high capacity carbon, onsite services and carbon disposal that fully meet The project requirements.

1 Mobilization/ Demob. of 4-man crew and equipment -	\$ 4200.00
2 Supply and deliver 33500 lbs. of COL PA60 HS3	\$ 98820.00
3 Remove approximately 33500 lbs. of Spent carbon from 3 vessels	\$ 6250.00
4 Place 33500 lbs. of COL PA60 HS3 into the 3 radial flow vessels	\$ 6900.00
5 Dispose of 33500 lbs. of spent high capacity carbon ( testing included )	\$ 3800.00
Total Bid –	<b>\$119970.00</b>

### **The above rates are based om the following**

Project Manager - Mr. J Allen- rate \$130 / hr.-

Site supervisor - rate \$98 / hr.-

(includes accommodation - Per

diem) Service technicians- rate

\$92/ hr. J. Rodriguez, D. Viau,

M. Mcloughlin - 16 hours travel

time.

Carbon cost of \$2.95 /lb. delivered

**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 provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

- A. The Contractor shall have insurance that meets the following minimum requirements:
  - 1. 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
  - 2. 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 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 Project General Aggregate  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 Completed Operations Aggregate, which, notwithstanding anything to the contrary herein, shall be maintained for three years from the date the Project is completed.
  - 3. 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.

4. 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.2 and A.3 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.