

**AGREEMENT BETWEEN
WHITE BUFFALO, INC. AND THE CITY OF ANN ARBOR
FOR
WILDLIFE MANAGEMENT SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E Huron Avenue, Ann Arbor, Michigan 48103 ("City"), and White Buffalo, Inc., ("Contractor") a Connecticut nonprofit corporation, with offices at 26 Davison Road, Moodus, CT 06469, agrees as follows on this _____ day of July, 2017.

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

I. DEFINITIONS

Administering Service Area/Unit means Finance and Administrative Services Area

Contract Administrator means Tom Crawford, CFO, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means

Project means City of Ann Arbor Wildlife Management Program as authorized by Michigan Department of Natural Resources (MDNR) permits issued to the City of Ann Arbor and protocols established by the City of Ann Arbor.

Work Statement means a request for specific services or deliverables by the City, a proposal of Consultant, or another written instrument that meets the following requirements:

1. Includes substantially the following statement: "This is a Work Statement under Consultant Services Agreement Dated"
2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content.
3. Contains the following three mandatory items:
 - a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City
 - b. The amount of payment
 - c. The time schedule for performance and for delivery of the Deliverables

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties.

II. DURATION

This Agreement shall become effective on July __, 2017 and shall terminate on _____, unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Contractor agrees to provide professional wildlife management services for the City of Ann Arbor, as the City's selected contractor, under certain permits issued by the Michigan Department of Natural Resources to the City of Ann Arbor as described in Exhibit A ("Services"). Specific projects within the scope may be described from time to time by the City for performance within a Work Statement. Upon acceptance of the Work by Contractor, the Work Statement shall become part of this Agreement and shall be performed in accordance with its described scope. The City retains the right to make changes to the quantities of service within the general scope of the Agreement or within the Work Statement 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. The Contractor understands that there is no guarantee or implied promise of any nature that any Work Statements at all will be issued and that the City is under no obligation to issue or consent to any Work Statements.
- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts 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, including without limitation any and all requirements of the Michigan Department of Natural Resources.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City 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.
- E. The Contractor is not authorized to assume or create any obligation or responsibility, express, implied, on behalf of, or in the name of, the City of Ann Arbor, or bind the City in any manner. 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, servants and volunteers. 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 retains the right to exercise such discretion and judgment in the provision of its service to fulfill and comply with the requirements of this Agreement.

IV. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B or as otherwise stated in any Work Statement, as may be agreed upon during the term of this Agreement. Payment shall be made monthly, unless another payment term is specified, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed, including travel expenses, during the term of this Agreement shall not exceed One hundred seventy thousand and no/100 dollars (\$170,000).
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Contractor shall keep complete records of time spent and materials used on the Project 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.

V. 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 acts were made by the Contractor or by 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 commencement of any work under this contract, documentation 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. The Contractor agrees to 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 the Contractor or its employees and agents occurring in the performance of or breach in this Agreement.
- D. The City agrees to hold Contractor, its officers, employees and agents, harmless from any damage, judgment, loss or expense sustained or incurred by Contractor

caused by or resulting from the City's negligence or intentional misconduct in performance of its obligations under this Agreement and/or allegations that are otherwise unrelated to Contractor's performance of Services and are directed at the Project itself, including its authorization or legality.

- E. 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.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions 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. The Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and 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.

VII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Contractor warrants that it, and any of its employees and agents performing Services under this Agreement, have all the skills, experience, and professional licenses and certifications 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. Further Contractor warrants that it will provide any training or supplement the training of any person(s) employed by Contractor, at its own expense, to perform services under this Agreement to fulfill and comply with requirements of 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.

VIII. 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.
- 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 the Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor may terminate this Agreement, or any of its Services, on thirty-six hours advance written notice to the City, if: i) the provision of the Services as set forth in Exhibit A is disrupted to the extent it makes it impossible or impractical to perform such services; ii) Contractor believes that the services cannot be performed safely; or iii) City fails to provide the assistance to Contractor as set forth in Exhibit A.
- D. 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 the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- E. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies. 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.
- F. The provisions of Article V and VII 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.

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. 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:

White Buffalo, Inc.
26 Davison Road
Moodus, CT 06469
Attn.: Dr. Anthony J. DeNicola

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

City of Ann Arbor
301 E. Huron St., POB 8647
Ann Arbor, Michigan 48107-8647

Attn.: Tom Crawford, CFO

XII. 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. 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.

XIII. 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.

XIV. CONFLICT OF INTEREST

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.

XV. 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.

XVI. 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. 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 be altered, amended or modified only by written amendment signed by the Contractor and the City.

FOR CONTRACTOR

By _____
Anthony J. DeNicola, PhD

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

[signatures continue on next page]

Tom Crawford, CFO/Finance and
Administrative Services Area Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT A

SCOPE OF SERVICES

General Conditions

The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks found reasonably necessary for a professionally implemented wildlife management program with authorization from the Michigan Department of Natural Resources (MDNR) for lethal and non-lethal services under the Scientific Permit issued to White Buffalo, Inc.. Contractor shall be solely responsible for ensuring the full and proper completion of the Services, and shall devote whatever time and attention is necessary to reasonably ensure the adequate performance of the Services in a professional and competent manner.

Contractor will utilize Anthony J. DeNicola, PhD, to provide overall supervision of the performance of the Project. Dr. DeNicola may elect to use a Project Coordinator and/or Field Supervisor, who will be under his direct supervision and control. A list of all personnel providing Services must be provided to the City in advance of commencement of Services in addition to any MDNR permit requirement relative to staffing. It is acknowledged that neither Dr. DeNicola, personally, or Contractor, its employees, agents or volunteers are authorized to issue any statement on behalf of or speak for the City of Ann Arbor in connection with the Services provided except with the express written permission of the Contract Administrator..

Contractor shall maintain or cause to be maintained all records, tests, reports or other documents relative to the scope of services set forth in Exhibit A, any alleged breaches of the Agreement, settlement of claims, or any other matter pertaining to Contractor's performance under this Agreement or demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

WORK STATEMENT NO. 1

Date: _____, 201__

Project: Wildlife Management Program
Site Visit, Planning, Permitting

This is a Work Statement issued under the terms and conditions of a certain Services Agreement, dated _____, 2017, between the City of Ann Arbor (City) and White Buffalo, Inc.

Scope of Services

General Conditions:

Delivery of Services under this Work Statement shall be performed in accordance with the terms and conditions stated in the above referenced Services Agreement and its Exhibits and as further specified below.

Statement Specifications:

- A. Work to be performed as specified in Work Statement No. 1 for a NTE amount of \$_____
- B. No Extra Work or Change which expands or alters the general scope of this Work Statement shall be made unless in pursuance of a written order by the City. All changes shall be executed under the conditions of the original Work Statement except that any claim for extension of time caused by the change shall be adjusted at time the change is approved.
- C. Contractor may be requested to provide proof of continuing insurance coverage as specified in the Original Contract between the parties as a condition of award of any Work Statement.

Work Specifications:

General

[INSERT SPECIAL CONDITIONS RELATED TO WORK STATEMENT].

CONTRACTOR

CITY OF ANN ARBOR

By: _____
Anthony J. DeNicola, PhD

By: _____
Howard S. Lazarus
City Administrator

Its:

Approved as to substance

Tom Crawford, CFO

Approved as to form and content

Stephen K. Postema, City Attorney

WORK STATEMENT NO. 2

Date: _____, 2018

Project: Wildlife Management Program
Sharpshooting Services

This is a Work Statement issued under the terms and conditions of a certain Services Agreement, dated _____, 2017, between the City of Ann Arbor (City) and White Buffalo, Inc.

Scope of Services

General Conditions:

Delivery of Services under this Work Statement shall be performed in accordance with the terms and conditions stated in the above referenced Services Agreement and its Exhibits and as further specified below.

Statement Specifications:

- D. Work to be performed as specified in Work Statement No. 1 for a NTE amount of \$_____
- E. No Extra Work or Change which expands or alters the general scope of this Work Statement shall be made unless in pursuance of a written order by the City. All changes shall be executed under the conditions of the original Work Statement except that any claim for extension of time caused by the change shall be adjusted at time the change is approved.
- F. Contractor may be requested to provide proof of continuing insurance coverage as specified in the Original Contract between the parties as a condition of award of any Work Statement.

Work Specifications:

General

Services provided by Contractor shall be performed only on those public lands owned by the City, as shall be authorized by the City Administrator, and/or such other public or private lands within the municipal boundaries of the City of Ann Arbor for which Contractor has obtained the consent of the landowner and such neighboring landowners.(such authorized areas hereinafter collectively referred to as the "Site"). It shall be the responsibility of Contractor to obtain consent from private landowners in writing on a form provided by the City of Ann Arbor as required under this Agreement.

Contractor agrees to perform Sharpshooting Services in accordance with Contractor's sharpshooting protocols in it proposal entitled "Examining the Effectiveness of Surgical Sterilization and Sharpshooting as a Combined Approach to Managing Suburban White-Tailed Deer Populations", dated September 25, 2016, incorporated here by reference, and subject to all modifications, means or other requirements of the required and duly issued MDNR Scientific research permit issued to White Buffalo, Inc.,as amended.

Special Conditions and Requirements

[INSERT ANY OTHER SPECIAL CONDITIONS RELATED TO WORK STATEMENT].

CONTRACTOR

CITY OF ANN ARBOR

By: _____
Anthony J. DeNicola, PhD

By: _____
Howard S. Lazarus
City Administrator

Its:

Approved as to substance

Tom Crawford, CFO

Approved as to form and content

Stephen K. Postema, City Attorney

WORK STATEMENT NO. 3

Date:

Project: Wildlife Management Program
Capture and Surgical Sterilization

This is a Work Statement issued under the terms and conditions of a certain Services Agreement, dated _____, 2017, between the City of Ann Arbor (City) and White Buffalo, Inc.

Scope of Services

General Conditions:

Delivery of Services under this Work Statement shall be performed in accordance with the terms and conditions stated in the above referenced Services Agreement and its Exhibits and as further specified below.

Statement Specifications:

- A. Work to be performed as specified in Work Statement No. 2 for a NTE amount of \$_____.
- B. No Extra Work or Change which expands or alters the general scope of this Work Statement shall be made unless in pursuance of a written order by the City. All changes shall be executed under the conditions of the original Work Statement except that any claim for extension of time caused by the change shall be adjusted at time the change is approved.
- C. Contractor may be requested to provide proof of continuing insurance coverage as specified in the Original Contract between the parties as a condition of award of any Work Statement.

Work Specifications:

General

Contractor agrees to perform Surgical Sterilization Management Services in accordance with Contractor's non-lethal program in its proposal entitled "Examining the Effectiveness of Surgical Sterilization and Sharpshooting as a Combined Approach to Managing Suburban White-Tailed Deer Populations", dated September 25, 2016, incorporated here by reference, subject to all modifications, means or other requirements of the required and duly issued MDNR Scientific research permit issued to White Buffalo, Inc., as amended.

Special Conditions and Requirements

[INSERT ANY OTHER SPECIAL CONDITIONS RELATED TO WORK STATEMENT].

CONTRACTOR

By: _____

Its:

CITY OF ANN ARBOR

By: _____

Howard S. Lazarus
City Administrator

] Approved as to substance

Tom Crawford, CFO

Approved as to form and content

Stephen K. Postema, City Attorney

WORK STATEMENT NO. 4

Date:

Project: Wildlife Management Program
Monitoring

This is a Work Statement issued under the terms and conditions of a certain Services Agreement, dated _____, 2017, between the City of Ann Arbor (City) and White Buffalo, Inc.

Scope of Services

General Conditions:

Delivery of Services under this Work Statement shall be performed in accordance with the terms and conditions stated in the above referenced Services Agreement and its Exhibits and as further specified below.

Statement Specifications:

- A. Work to be performed as specified in Work Statement No. 3 for a NTE amount of \$_____.
- B. No Extra Work or Change which expands or alters the general scope of this Work Statement shall be made unless in pursuance of a written order by the City. All changes shall be executed under the conditions of the original Work Statement except that any claim for extension of time caused by the change shall be adjusted at time the change is approved.
- C. Contractor may be requested to provide proof of continuing insurance coverage as specified in the Original Contract between the parties as a condition of award of any Work Statement.

Work Specifications:

General

Contractor agrees to perform Monitoring Services in accordance with Contractor's monitoring program in its proposal entitled "Examining the Effectiveness of Surgical Sterilization and Sharpshooting as a Combined Approach to Managing Suburban White-Tailed Deer Populations", dated September 25, 2016, incorporated here by reference.

Special Conditions and Requirements

[INSERT ANY OTHER SPECIAL CONDITIONS RELATED TO WORK STATEMENT].

CONTRACTOR

CITY OF ANN ARBOR

By: _____

By: _____

Howard S. Lazarus
City Administrator

Its:

Approved as to substance

Tom Crawford, CFO

Approved as to form and content

Stephen K. Postema, City Attorney

WORK STATEMENT NO. 5

Date: _____ **Project:** Wildlife Management Program
Public Education and Community Engagement

This is a Work Statement issued under the terms and conditions of a certain Services Agreement, dated _____, 2017, between the City of Ann Arbor (City) and White Buffalo, Inc.

Scope of Services

General Conditions:

Delivery of Services under this Work Statement shall be performed in accordance with the terms and conditions stated in the above referenced Services Agreement and its Exhibits and as further specified below.

Statement Specifications:

- A. Work to be performed as specified in Work Statement No. _ for a NTE amount of \$_____.
- B. No Extra Work or Change which expands or alters the general scope of this Work Statement shall be made unless in pursuance of a written order by the City. All changes shall be executed under the conditions of the original Work Statement except that any claim for extension of time caused by the change shall be adjusted at time the change is approved.
- C. Contractor may be requested to provide proof of continuing insurance coverage as specified in the Original Contract between the parties as a condition of award of any Work Statement.

Work Specifications:

[INSERT SPECIAL CONDITIONS RELATED TO WORK STATEMENT].

CONTRACTOR

CITY OF ANN ARBOR

By: _____

By: _____

Howard S. Lazarus
City Administrator

Its:

Approved as to substance

Tom Crawford, CFO

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT B
COMPENSATION**

Fee

Services provided under any approved Work Statement will be paid as stated in the Proposed Budgets attached to Contractor's Proposal, dated _____, 2017, and restated below: Total cost for all Services during the term of the contract, inclusive of all Work Statements issued, not to exceed One Hundred Seventy Thousand and no/100 dollars (\$170,000)

Work Statement Services Specification: Site Visit, Planning, Permitting

Personnel

Senior Scientist
Site Visit and Setup

Direct Costs

Travel

Subtotal

Work Statement Services Specification: Capture and Sterilization

Personnel

Senior Scientist
Veterinarian
Wildlife Biologists

Direct Costs

Supplies
Travel

Subtotal

Work Statement Services Specification: Sharpshooting

Personnel

Wildlife Biologists
Sharpshooting

Direct Costs

Travel

Miscellaneous

Carcass Processing (\$90/deer x 100 deer)

Subtotal

Work Statement Services Specification: Monitoring

Personnel
Wildlife Biologist
 Camera set up
 Photo review and report writing
Direct Costs
Travel

Subtotal \$

TOTAL COST IF ALL WORK AUTHORIZED \$170,000

Budget Assumptions

- Contractor is being paid for time and materials, to the extent used.
- Assistance from Ann Arbor with baiting, remote immobilization, and camera support
- Final Deer Handling numbers to be based on approved MDNR permit amendment for 2017-2018 season.

EXHIBIT C

INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance and endorsements to the City on behalf of itself, and when requested any subcontractor(s).

A. 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. Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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 above of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be

required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.