

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.  
AND THE CITY OF ANN ARBOR  
FOR ENGINEERING DESIGN SERVICES FOR SISTER LAKES STORMWATER RETROFIT**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Environmental Consulting & Technology, Inc. ("Contractor") a Michigan Corporation with its address at 2200 Commonwealth Boulevard, Suite 300, Ann Arbor, MI 48105 agree as follows on this 19<sup>TH</sup> day of SEPTEMBER, 2016.

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

**I. DEFINITIONS**

Administering Service Area/Unit means Project Management Services Unit.

Contract Administrator means Nicholas Hutchinson, City Engineer, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means Engineering Design Services for Sister Lakes Stormwater Retrofit.

**II. DURATION**

This Agreement shall become effective on september 19, 2016, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

- A. The Contractor agrees to provide Engineering Design Services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### **V. COMPENSATION OF CONTRACTOR**

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

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other 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:

Environmental Consulting & Technology, Inc.  
2200 Commonwealth Boulevard, Suite 300  
Ann Arbor, MI 48105  
Attn: John O'Meara, PE

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

City of Ann Arbor  
Project Management Services Unit  
301 E. Huron St.  
Ann Arbor, Michigan 48104  
Attn: Brian Slizewski, PE

### **XIV. CHOICE OF LAW AND FORUM**

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

### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

#### **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

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

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

#### **XVII. SEVERABILITY OF PROVISIONS**


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

#### **XVIII. EXTENT OF AGREEMENT**

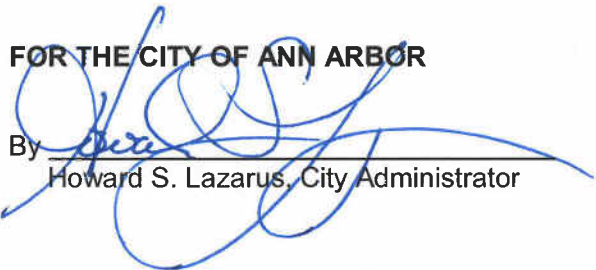
This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

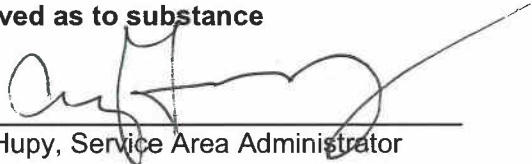
**FOR CONTRACTOR**

By   
\_\_\_\_\_  
Sanjiv K. Sinha, P. Eng. Name  
Its Vice President


**FOR THE CITY OF ANN ARBOR**

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

**Approved as to substance**

  
\_\_\_\_\_  
Craig Hupy, Service Area Administrator

**Approved as to form and content**

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



## B. PROPOSED WORK PLAN

### B.1 Project Understanding

ECT has experience working in the city of Ann Arbor and within the vicinity of this project. ECT completed some work at the Saginaw Forrest at Third Sister Lake, including a wetland delineation. ECT is familiar with the project site and have made preliminary observations at the outfall and within the neighborhood and would be excited to be a part of implementing green infrastructure with the goal to improve the water quality of First Sister Lake.

### B.2 Proposed Tasks

#### Task 1: Survey

Project Kick-off- The ECT team will participate in a project kick-off meeting with the city of Ann Arbor. The purpose of the meeting will be to introduce all members of the project team, review project communication protocols, review the final scope of services, review and finalize the project schedule, review permitting strategy, and discuss design milestones and deliverables. The team also anticipates using this opportunity to discuss any other design goals and obtain any other existing information.

Existing Information- ECT will review all available information for the project, including the previously conducted modeling and data gathering.

Site Visit- Prior to data collection, a site specific health and safety plan (HASP) will be developed for the project, potential hazards will be identified, and steps will be outlined to reduce risk to employees and visitors to the site. The HASP will also detail steps for emergency response, including directions and a map to the nearest emergency room/urgent care. ECT will then conduct site visits to observe and collect data on the existing conditions at SD5 and along Lakeview Drive and any other areas within the tributary area and vicinity. All information will be reviewed and a site analysis will be conducted to determine the feasibility of potential locations of GI, with the understanding that the goal is to reduce the amount of stormwater reaching First Sister Lake and to provide treatment of the stormwater prior to its release into the lake.

Topographic Survey- Following the preliminary site visit, the survey limits will be defined. It is anticipated that the survey limits will be within the vicinity of SD5 and along adjacent roadways within city easements to determine where GI is feasible.

Wetland Delineation- ECT will perform an onsite assessment of soils, hydrology, and vegetation in accordance with current state of Michigan and USACE methodology for wetland delineation. Existing wetlands relative to type, character, and jurisdiction of the Michigan Department of Natural Resources and Environment (MDNRE), the USACE, and city of Ann Arbor, as applicable, will be identified. Wetland survey methodology will include use of available information, such as aerial photographs, U.S. Geological Survey topographic information, soils data, National Wetland Inventory data, and field observations. ECT will flag the



wetland boundaries and map them using map-grade GPS. ECT will provide a written document describing wetland characteristics and preliminary regulatory status. The wetland delineation written document will include text, maps, aerial photographs, and site photos suitable for inclusion in a wetland permit application, should one be needed.

Geotechnical Investigation- ECT will use any available information to help characterize the conditions of the soils within the project area. Dependent on the type of GI proposed, some targeted geotechnical investigation may be conducted to characterize soil types and estimate infiltration rates.

Deliverables- ECT will document collected existing conditions in an AutoCAD base map drawing and any supporting data, as needed.

### **Task 2: Preliminary Design & Review**

After completing data gathering, ECT will evaluate all collected data and commence preliminary design. The preliminary design will include up to three design alternatives to address the project goals. The alternatives will be presented to the city with accompanying materials to assist the city in presenting the alternatives to the public. Conceptual level cost estimates will be provided for each alternative. Throughout the design process, the team will work collaboratively to assure that the following technical needs will be taken into account: stormwater quantity reduction, stormwater quality improvement, habitat value, sustainability, stakeholder input, and cost.

Deliverables- ECT will coordinate with the city in the supply of the deliverables for this task, which will include up to five hard copies of the preliminary design documents, as well as an electronic copy in PDF format, and the AutoCAD file, if requested by the city. Preliminary design documents will include up to three design alternatives, with conceptual plan and sections for each. Conceptual cost estimates and a graphical depiction will be included for each alternative. ECT will attend and document one design meeting with the city to receive and discuss input.

### **Task 3: Public Engagement**

Throughout the project, ECT will provide public engagement presentation plans, graphics, and information to the city for their presentation to the public participants. The deliverables for this task will be the information and supporting documentation included in the other tasks.

### **Task 4: Permitting**

ECT will identify all required permits necessary for designing and constructing the project. Consultations with local, state, and federal agencies, including the MDEQ and the Washtenaw County Water Resources Commissioner (WCWRC), will be pursued throughout the design process to verify the permits required for construction. ECT will complete all necessary applications and supporting documents (including required design drawings, engineering drawings and calculations, and project design information) required by local, state, and federal agencies to obtain the necessary permits. Permits, approvals, and/or notifications may include but are not limited to: agency notification for endangered/threatened species, archeological clearances, historical building/places clearances, material transport, proper disposal of materials, and certified landowner notifications. Other notifications per

any/all permitting requirements must also be completed. As necessary, the team will coordinate, attend, and document agency pre-application meetings in close cooperation with the city of Ann Arbor. The team will also coordinate communications with permitting agencies and authorities throughout application review processes to facilitate agency reviews.

Deliverables- ECT will provide draft permit application packages to the city for their review and comment. A draft letter of authorization will be included in the draft application package for the city to authorize ECT to act on their behalf in applying for the permit. ECT will then incorporate any comments from the city into the application package and submit to the governing agency. ECT will provide a final version of the application packages to the city for their files.

**Task 5: Construction Documents**

ECT will complete construction documents, including construction drawings and technical specifications. The project team will address project stakeholder comments and concerns by revising drawings as necessary and proceed with finalizing the construction documents. In addition to finalizing all required construction drawings for each project site (including, but not limited to, cover sheet, existing conditions, demolition and removal plan, layout plan, grading plan, planting plan, erosion and sediment control plan, and all associated details), the team will finalize the technical specification sections that will be required to support the drawings. ECT will prepare and submit an engineer's construction cost estimate prepared on the front end bid form.

Deliverables- ECT will coordinate with the city in the supply of the deliverables for this task, which will include up to 10 full-sized originals of the construction documents drawings and technical specifications, as well as an electronic copy in PDF format, and the AutoCAD file, if requested by the city.

Final cost estimates and a graphical depiction will also be included.

**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)

## EXHIBIT B - COMPENSATION

Fee Proposal

Request for Proposal #976

Engineering Design Services for Sister Lakes Stormwater Retrofit

Project Summary	
Total Project Budget	\$19,997.00
Labor	\$16,547.00
Reimbursables	-
Subconsultants	\$3,450.00
Total Labor Hours	157

Labor Cost Summary							
Task	Name	Role on Project	Title	Hourly Rate*	Hours of Effort	Subconsultant	Total
Task 1 - Survey Work	John O'Meara, P.E.	Project Manager	Principal Engineer	\$210	2		\$420
Task 1 - Survey Work	Alice Bailey, P.E.	Project Engineer	Senior Associate Engineer III	\$119	6		\$714
Task 1 - Survey Work	Lauren Hoffman	Landscape Design, Graphics	Associate Scientist III	\$102	6		\$612
Task 1 - Survey Work	Matt Carmer, PWS	Wetland Specialist	Senior Scientist II	\$155	6		\$930
Task 1 - Survey Work (Topo)						\$1,725	\$1,725
Task 1 - Survey Work (Geotech)						\$1,725	\$1,725
<b>TASK 1 TOTAL</b>							<b>\$6,126</b>
Task 2 - Preliminary Design & Review	Alice Bailey, P.E.	Project Engineer	Senior Associate Engineer III	\$119	9		\$1,071
Task 2 - Preliminary Design & Review	Lauren Hoffman	Landscape Design, Graphics	Associate Scientist III	\$102	16		\$1,632
Task 2 - Preliminary Design & Review	Emily Lowery	Landscape Design, Graphics	Associate Scientist II	\$95	28		\$2,660
<b>TASK 2 TOTAL</b>							<b>\$5,363</b>
Task 3 - Public Engagement	Emily Lowery	Landscape Design, Graphics	Associate Scientist II	\$95	12		\$1,140
<b>TASK 3 TOTAL</b>							<b>\$1,140</b>
Task 4 - Permitting	Matt Carmer, PWS	Wetland Specialist	Senior Scientist II	\$155	4		\$620
Task 4 - Permitting	Emily Lowery	Landscape Design, Graphics	Associate Scientist II	\$95	12		\$1,140
<b>TASK 4 TOTAL</b>							<b>\$1,760</b>
Task 5 - Construction Drawings & Specifications	Alice Bailey, P.E.	Project Engineer	Senior Associate Engineer III	\$119	12		\$1,428
Task 5 - Construction Drawings & Specifications	Emily Lowery	Landscape Design, Graphics	Associate Scientist II	\$95	44		\$4,180
<b>TASK 5 TOTAL</b>							<b>\$5,608</b>
<b>PROJECT TOTAL</b>							<b>\$19,997</b>

\*NOTE: Hourly rate includes overhead and profit.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.