

**GENERAL SERVICES AGREEMENT BETWEEN  
RACM LLC, DBA SERVPRO of SAGINAW  
AND THE CITY OF ANN ARBOR  
FOR ON-DEMAND CLEANING AND SANITATION SERVICES FOR  
SANITARY AND STORM SEWER BACKUPS**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and RACM, LLC, dba Servpro of Saginaw ("Contractor"), a(n)

\_\_\_\_\_ (State where organized) \_\_\_\_\_ (Partnership, Sole Proprietorship, or Corporation)  
with its address at 470 N. Adams St., Saginaw, MI 48604, agree as follows:

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

**I. DEFINITIONS**

Administering Service Area/Unit means Public Services Area/Public Works

Contract Administrator means Molly Maciejewski, 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 Cleaning and Sanitation Services for Sanitary and Storm Sewer Backups

**II. DURATION**

Contractor shall commence performance on March 3, 2020 ("Commencement Date"). This Agreement shall remain in effect for three (3) years 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 on-demand Cleaning and Sanitation Services for Sanitary and Storm Sewer Backups ("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, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits

Invitation to Bid No. 4610 and all Addendum thereto (if any)

Bid Proposal of Contractor, dated December 27, 2019, 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 listed above in any requirement(s), the requirement(s) of the document listed first 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 contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. The City does not guarantee a minimum or specific volume of on-demand services.

- 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.

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 Fifty Thousand Dollars (\$150,000.00). 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. There will be no minimum value of services awarded by the City under this Agreement. The City does not guarantee a minimum or specific volume of on-demand services under this Agreement.
- 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 Contract, 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 Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract 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 contract.

## **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 perform or firm to submit or not to submit a bid for the purpose of restricting competition.

## **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 effect 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 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:

RACM, LLC dba Servpro of Saginaw  
Attn: Randy Miller, President  
470 N. Adams Street  
Saginaw, MI 48604

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

City of Ann Arbor  
Craig Hupy, Public Services Area Administrator  
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 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.

## **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.

## **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.



**FOR CONTRACTOR**

By \_\_\_\_\_

Its \_\_\_\_\_

**FOR THE CITY OF ANAHEIM**

By \_\_\_\_\_

Christopher Taylor, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Craig Hupy, Public Services Area  
Administrator

By \_\_\_\_\_

Howard S. Lazarus, City Administrator

**Approved as to form and content**

By \_\_\_\_\_

Stephen K. Postema, City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

Contractor shall be required to comply with all regulatory requirements.

### 1) Qualifications:

- a) The Contractor and contract supervisor shall possess required skills as described below: Have at least 5 years of field experience with a minimum of ten (10) projects of similar scope of services and possess at least one of the following certifications from the American Indoor Air Quality Council (AIAQC):
  - i) CMRS Council-certified Microbial Remediation Supervisor
  - ii) CMC Council-certified Microbial Consultant
  - iii) CIE Council-certified Indoor Environmentalist
  - iv) CIEC Council-certified Indoor Environmental Consultant
- b) Lead Technician must have at least 2 years of field experience with a minimum of five (5) projects of similar scope of services or possess at least one of the following number of job certifications from the American Indoor Air Quality Council (AIAQC) or Institute of Inspection, Cleaning and Restoration Certification (IICRC):
  - i) AIAQC CMR Council-certified Microbial Remediator
  - ii) AIAQC CIE Council-certified Indoor Environmentalist
  - iii) AIAQC CMI Council-certified Microbial Investigator
  - iv) IICRC AMRT Applied Microbial Remediation Technician
  - v) IICRC WRT Water Damage Restoration Technician
- c) Contractor shall provide a list of employees that will perform work on City property as part of the contract indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list on bid submission.
- d) All employees performing work on Presumed Asbestos Containing Material (PACM) or suspect lead based paint shall be trained and/or certified per applicable standards and regulations.

### 2) Response Time

- a) Contractor shall be required to provide an emergency number for immediate contact for 24/7 services.
  - i) After receiving a call from the Property / City, Contractor must respond by phone to the Property / City within thirty (30) minutes and be on-site and prepared to work within three (3) hours, unless the City Contract Administrator or designee has agreed to other arrangements. The Contractor must have an agreement from the City Contract Administrator or designee prior to beginning work.
  - ii) Minimum response shall provide mitigation to promote drainage and blocking material up so items are not in standing water. An immediate assessment of the problem encountered must be communicated to the Property / City within ½ hour of arrival at site. If immediate remediation is not possible, an accurate projection of expected

completion time must be relayed to the Property / City until a remediation crew is available.

### 3) Inspection, Documentation, and Work Plan Development

#### a) Inspection documentation shall include:

- i) Approximate sq ft affected.
- ii) List of appliances affected.
- iii) List of furniture affected.
- iv) Wall material type affected.
- v) Floor material type affected.
- vi) Digital photographs showing extent of damage and scum lines including but not limited to HVAC equipment, water heater, and other appliances.
- vii) All affected materials shall be evaluated for porosity (permeance). From this inspection, materials shall be rated as highly porous (saturated), semiporous, and nonporous.
- viii) Diagram or map of affected areas including moisture testing results.
- ix) Spot testing of affected items shall be performed with a pinless moisture meter.
  - (1) Highly porous materials with low cost or replacement value, such as carpet cushion, carpet, cardboard, tack strip, should be removed and discarded as soon as possible. Other materials, such as saturated mattresses and cloth upholstery, regardless of value, cannot be restored and should be discarded. If disposal is necessary, these materials should be bagged in plastic for removal to a proper disposal site upon approval by the property owner / occupant.
  - (2) Semiporous materials, including items such as linoleum, vinyl wall covering and upholstery, and hardboard furniture, along with construction materials such as wood, should be cleaned, disinfected, or replaced as part of the initial restoration process. Painted drywall, and plaster if subject to immersion shall be removed.
  - (3) Nonporous materials such as Formica™, linoleum, vinyl, and tile finishing materials can be inspected for subsurface contamination with a pinless, nonpenetrating moisture meter. If migration of contamination below the surface has not occurred, these materials may be fully restored.

### 4) Remediation - Cleaning and Sanitizing

#### a) Design and construct appropriate containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.

- i) Establish ingress / egress route to affected area with plastic film sheeting to prevent cross contamination of unaffected surface(s).
- ii) Protect with plastic sheeting draped from ceiling, the unaffected area adjacent to affected area to enclose area and limit volume of space requiring dehumidification and prevent cross contamination.

### 5) Remove water by either pumping to sanitary sewer within structure or extraction as appropriate. After water removal, all affected materials should be decontaminated by spraying with a sanitizer solution. It is not the intent of this prespray to effect full disinfection because

the presence of organics precludes this. The objective is to initiate the reduction and containment of microorganisms as quickly as possible.

- a) Heavy organic matter, especially raw sewage and silt, must be physically removed by any safe means available. This may include but is not limited to the use of shovels, squeegees, septic pump trucks, wet vacuums, and moisture-extraction machines. Water must also be extracted from floor-covering fabrics such as carpets and rugs. All tools and machines, especially recovery tanks, wands, and hoses, must be cleaned and sanitized after use.
  - b) Residual organic matter in cracks and crevices shall be removed by pressure washing with a sanitizer solution. The solution must then be recovered with an extraction unit, immediately after application, to prevent further migration or saturation of contaminants into other porous materials.
- 6) After removing heavy organics, affected materials shall be cleaned before a second application of sanitizer takes place.
  - 7) Lift and block or move to unaffected areas any nonporous affected items to prevent further exposure.
  - 8) Remove unaffected salvageable items to owner designated area(s).
  - 9) Remove affected unsalvageable (porous, absorbent) items from affected area **until approved for disposal by homeowner/occupant/tenant. The property owner and the occupant may be different and multiple authorizations may be required.**
  - 10) Remove saturated flooring. Bag and dispose.
    - a) Area rugs and wall-to-wall carpet that have been extensively saturated with sewage backup are unlikely to be cost-effectively restored on site. Such rugs and carpet, along with the cushion, or underlayment, shall be removed. Small rugs may be restored effectively through commercial laundering.
    - b) Linoleum, vinyl, tile or **engineered flooring** that has subsurface contamination shall be removed.
  - 11) Remove porous building materials (wallboard, insulation) to 6" above flood level or as pinless moisture content testing indicates as limits of exposure, bag and dispose per National Emission Standards for Hazardous Air Pollutants (NESHAP) and Occupational Safety and Health Administration (OSHA) requirements.
    - a) Regardless of year of construction, the use of appropriate Presumed Asbestos Material (PACM) controls shall be required unless testing verifies material to be non-asbestos containing.

- b) Acquire material sample per regulatory / industry standards for testing and documentation. Dispose of building materials as Asbestos Containing Materials (ACM) with proper labeling and manifests unless testing verifies material to be non-asbestos containing.
  - c) In the event the affected items include PACM building materials appropriate containment and filtration shall be established and maintained during the remediation activity(s) that involve those PACM materials.
- 12) Clean and degrease all affected surfaces using either power-washing at a pressure and temperature appropriate for the material or wiping.
- a) Wall cavities and exposed durable materials (studs, joists, concrete, block, brick walls) shall be cleaned by pressure washing with detergent solutions.
- 13) After thoroughly cleaning all contaminated materials, a second application of sanitizer shall be applied either through spraying or wiping as appropriate for the material.
- 14) Dehumidify as needed until 12 continuous hours of reading 40% relative humidity (RH) or lower has been achieved and wooden materials moisture content falls below 16% moisture content as indicated by pinless moisture meter testing.
- 15) Remove containment sheeting drapes and dehumidification equipment.

**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:

Company: RACM LLC, DBA Servpro of Saginaw

Project: ITB# 4610 - Cleaning and Sanitation Services

<b>Item No.</b>	<b>Description</b>	<b>Specifications per the Scope of Services</b>	<b>Unit</b>	<b>Unit Price</b>
1.	Water Removal	Pump, electric, 50-150gpm, includes 50ft hose to sanitary sewer within structure	Per hour	\$6.50
2.	Isolation	Isolate with plastic sheeting in the unaffected area, protect items from splash and cross contamination immediately adjacent to affected area. Establish walkway through affected area.	Per hour	\$38.50
3.	Removal	Remove unaffected items from affected area to owner designated onsite location	Per hour	\$38.50
4.	Removal	Remove unsalvageable affected items for disposal	Per hour	\$38.50
5.	Removal	Remove carpet, padding and tack strip	Sq ft	\$.90
6.	Removal	Remove vinyl/tile/engineered flooring	Sq ft	\$1.60
7.	Removal	Remove wallboard and insulation to 6" above affected area	Sq ft	\$1.20
8.	Disposal	Disposal of Non-floor covering unsalvageable items	Cu yd	\$30.00

<b>Item No.</b>	<b>Description</b>	<b>Specifications per the Scope of Services</b>	<b>Unit</b>	<b>Unit Price</b>
9.	Disposal	Disposal of presumed asbestos containing materials	Cu yd	\$60.00
10.	Disposal	Disposal of lead-based painted objects	Cu yd	\$60.00
11.	Disposal	Disposal of building materials (non-asbestos/non-lead based painted objects)	Cu yd	\$30.00
12.	Disposal	Disposal of vinyl/tile/engineered flooring	Cu yd	\$30.00
13.	Clean	Clean- power washing	Sq ft	\$.20
14.	Clean	Clean- water extraction via truck mounted carpet extractor, portable carpet extractor, shop vac, and/or manual mop, wiping	Sq ft	\$.25
15.	Sanitize	Application of treatment per regulations to sanitize the affected area and salvageable affected items	Sq ft	\$.05
16.	Containment	When required by site, isolation is required - HVAC outlet, inlet and atmospheric air space	Per hour	\$42.50
17.	Asbestos Testing	Testing for asbestos in wallboard, insulation and/or HVAC equipment required per standards	Per sample	\$35.00
18.	Lead Testing	Testing painted surfaces for lead	Per sample	\$12.75

<b>Item No.</b>	<b>Description</b>	<b>Specifications per the Scope of Services</b>	<b>Unit</b>	<b>Unit Price</b>
19.	Air Monitoring	Air quality monitoring if potential ACM or lead disturbance has occurred, per OSHA standard duration and target substance	Per site	\$325.00
20.	Specialized Equipment	Rental of hygrometer with data logging	Per day	\$75.00
21.	Specialized Equipment	Blower with HEPA filtration, when required by site for atmospheric isolation	Per day	\$55.00
22.	Specialized Equipment	Rental of air mover/drying fan - unmonitored	Per day	\$20.00
23.	Specialized Equipment	Dehumidifier	Per day	\$55.00
24.	Service Call	Service call charge	Per call	\$125.00
25.	Trip Charge	Trip charge	Per call	\$65.00
26.	Miscellaneous Labor	Miscellaneous labor charges not stated above	Per hour	\$38.50
27	Parts and Materials	Parts and Material Cost: Bidder state percentage above invoice cost for parts and materials required	Percentage	20%

<b>Note 1:</b>	<b>Prices above are to furnish all transportation, insurance, materials, parts, supplies, machinery, testing apparatus, equipment, labor, project management, engineering, technical knowledge, expertise, and all things necessary to provide services that are specified in the agreed upon scope of services.</b>
<b>Note 2:</b>	<b>Contractor cost shall include/reflect all necessary items needed to complete water extraction</b>
<b>Note 3:</b>	<b>Contractor shall be responsible for all maintenance and repair of rental equipment listed in the price schedule</b>
<b>Note 4:</b>	<b>Service call should be referred to as a pricing structure that charges a single fixed fee for a call not accepted by the customer or the customer has already called another company to render the service.</b>



**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

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. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this 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.