

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
HURON RIVER WATERSHED COUNCIL
AND THE CITY OF ANN ARBOR
FOR WATERSHED AND STORMWATER SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Huron River Watershed Council ("Contractor"), a(n) Michigan Partnership with its address at 1100 N Main St #210, Ann Arbor, MI, 48104, 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**.

Contract Administrator means **Jennifer Lawson** 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 **MIDDLE HURON PARTNERSHIP - WATERSHED AND STORMWATER SERVICES**.

II. DURATION

Contractor shall commence performance on January 1, 2019 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. 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 **WATERSHED AND STORMWATER 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 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, etc.) 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 that 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. 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-authorized 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 person 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:

Huron River Watershed Council
Laura Rubin
1100 N Main St #210
Ann Arbor, MI 48104

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

City of Ann Arbor
Craig Hupy
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, 3rd Floor
Ann Arbor, Michigan 48104

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.

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 _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Craig Hupy, Service Area Administrator

Howard S. Lazarus, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

TO: Middle Huron Partners and Stormwater Advisory Group
FROM: Ric Lawson, Watershed Planner
RE: **Five-year Work Plan and Budget**
DATE: September 4, 2018

HRWC is currently providing joint services to municipalities and agencies within the Huron River Watershed in Washtenaw County for projects with similar missions: the Middle Huron Stormwater Advisory Group (SAG) to address watershed-wide compliance with state stormwater regulations, and the Middle Huron Partnership (Partnership) to reduce phosphorus contributions to meet the Total Maximum Daily Load (TMDL) for Ford and Belleville Lakes. Collectively, the combined group is referred to as the Middle Huron Partners (Partners). The current services provided were agreed to under a 6-year work plan with contracts that expire at the end of calendar year 2018.

The Partners have worked cooperatively to save effort and minimize costs, to more broadly share lessons and ideas, and to more comprehensively meet the goals of the permits and stormwater management. The proposed work plan includes activities that are essential to fulfilling the expectations set forth in the original Cooperative Agreement for the Partnership and Phase I or II Stormwater Permit regulations. The work plan is for five years, which is consistent with a five-year permit cycle for stormwater regulations.

All stormwater-regulated organizations in the Huron River Watershed submitted permit applications to the Michigan DEQ in 2013. At this time, only one permit has been issued. All other municipalities and agencies are operating on permits issued from 2003.

Timeline: This proposed work plan begins January 1, 2019 and ends December 31, 2023.

Work Plan Tasks:

Task 1: **Coordinate and facilitate Partner meetings and implement Public Participation Plan**
Rationale: Public meetings are required for the stormwater permits and are necessary for planning and coordination.

Description: The Partners meet bi-monthly to report on progress toward meeting permit requirements, phosphorus reduction goals, and implement priority activities from the Middle Huron Watershed Management Plan. Subcommittee work groups may form and meet as needed. HRWC will prepare communications for the meetings including agenda, agenda item materials, and follow-up items; facilitate meetings; and coordinate with guest speakers. Partners rotate as meeting hosts. HRWC will also post and distribute materials for Partners in compliance with the Public Participation Plan.

Task 2: **Prepare program reports for Partners**
Description: Biennial progress reports are required for the stormwater permit. HRWC will work with Partners to develop a template for progress reports to DEQ. The template will be updated to remain compliant with DEQ requirements. HRWC will compile and summarize relevant information as needed for Partner stormwater reports. Some specific Partner information will need to be added to complete reports before submittal. All reports will be published and distributed through the HRWC website.

A broader report is being developed for efforts made to address the TMDL. HRWC drafted an online framework for TMDL success reporting. HRWC will improve the framework and begin populating it for publication in 2019 and subsequent years.

Rationale: Biennial reports are required for Partner permits. Regular reporting of progress toward TMDL targets will help Partners justify expenditures and investments. The reports also provide the basis for measuring and reporting progress, in general.

Task 3: Conduct water chemistry, macroinvertebrates and flow monitoring

Description: Water quality monitoring is required to provide an overall assessment of the health of the watershed and identify areas of success and in need of greater attention. HRWC will work with the Partners to plan and execute monitoring and stormwater investigation for the field seasons (April to September). Macroinvertebrate collections will take place in January, April and October. Monitoring will rotate among sites each year to minimize cost and maintain continuity of data. HRWC will work with Partners to integrate monitoring with Illicit Discharge Elimination Programs (IDEP). Work will generally include: measuring stream discharge at long-term monitoring sites (currently 10) during dry and wet weather conditions; monitor key water quality indicators at long-term sites and additional stormwater investigative sites during dry and wet weather conditions; collect a survey of macroinvertebrate diversity twice per year, with an additional winter stonefly target collection; collect targeted chemistry samples through rain events; obtain and maintain equipment; train field crews; deliver water samples to a lab; obtain lab results and enter into database; analyze and synthesize data; communicate monitoring results in report form for a general audience; present results annually at a Partner meeting; incorporate results into progress reports and other promotional media; and disseminate monitoring reports to Partners and post on HRWC website.

Rationale: Monitoring of TMDL areas is required by the stormwater permits. It is necessary to help determine pollutant hot spots and assess progress. The monitoring results are the primary indicators of success.

Task 4: Update and revise Watershed Management Plans (WMPs)

Description: A master (Middle Huron) WMP provides an assessment of conditions and problem areas in the watershed and provides an action plan for improving conditions. That provides the basis for grant applications and other project development. It was last finalized and approved in 2011. The plan needs to be revised to update information and re-evaluate project priorities. HRWC currently is in the process of implementing a strategy to update the WMP in three sections. The first (middle) section is being updated with a grant from MDEQ, and a proposal was submitted for the second (upper) section. HRWC will work with all necessary stakeholders to revise the WMP to meet requirements, and will finalize and submit revised plans to MDEQ, as necessary. While it is anticipated that most of the revision work will be covered by grant funding, time is budgeted in the work plan to cover proposal development and the required 10% match funding.

Rationale: WMP revision is not required by stormwater permits, but is necessary to facilitate coordinated management and provides the basis for securing external project funding.

Task 5: Develop priority implementation projects

Description: Building on past successful grant projects, HRWC will work with Partners to secure funding for priority projects that are consistent with WMP and other Partners' priorities. Funds for this task may also be used to participate in relevant implementation projects per guidance from the Partners. This may include advising or participating, upon request, in projects initiated by individual member organizations.

Rationale: Successful proposals will leverage the budget and keep overall costs down. Projects will help to achieve Partner goals and address permit commitments.

Task 6: Provide technical assistance to Partners on permit compliance and watershed management issues

Description: HRWC will provide support and technical assistance to Partners throughout the five-year cycle. HRWC will consult with Partner members on an as-needed basis to provide advice, information and assistance with all aspects of the stormwater permit. Further, HRWC will provide support to Partners on other non-stormwater, watershed management issues that may arise. If audited, HRWC staff will meet with state auditors regarding permit-related watershed activities. Though not known at this time, it is anticipated that new applications will be required during this 5-year period. HRWC will facilitate discussion and development of watershed-wide permit application templates and other materials. HRWC will also represent Partners at statewide meetings or relevant watershed management discussions.

Rationale: The Partners submitted jointly developed plans and documents as part of their stormwater permit applications. Joint planning can be more efficient, reduce costs, and meet overall goals more effectively. HRWC is regularly asked to provide Partner permittee support.

Task 7: Continue to implement the Public Education Plans (PEP)

Description: HRWC will develop and execute tasks to meet the PEP requirements. Major tasks include regular development and distribution of an annual calendar, implementation of the Adopt-a-Stormdrain program, development of digital and print advertising, representation at and participation in regional public events, development of other educational watershed management content for local distribution and use, and redevelopment and implementation of an evaluation survey. Details on specific task items can be found in the PEP. A detailed budget is included (appended) for PEP subtasks.

Rationale: PEP implementation is required by the stormwater permit and Partners submitted a joint PEP to MDEQ. Joint watershed education is more consistent and effective at a lower overall cost.

Budget: A task budget (appended) was prepared for the complete 5-year work plan. A budget allocation (appended) was also prepared to allocate the budget across stakeholders based on jurisdictional area and population in the watershed.

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)



January 25, 2018

Ms. Jennifer Lawson
Water Quality Manager
City of Ann Arbor
Larcom City Hall, sixth floor
301 E. Huron St.
Ann Arbor, MI 48104

RE: 2019-23 Middle Huron Partnership Invoice Schedule

Dear Ms. Lawson:

I am writing this letter to clarify the proposed invoicing amounts and schedule for the City of Ann Arbor over the next five years under the new 2019-23 Middle Huron Partnership contract. Since the City has committed to provide laboratory analytic services to the Partnership for the Chemistry and Flow Monitoring Program, we have included the value of those services in the Partnership budget and allocations, and will then credit back the City the value of the services prior to setting a final invoice amount. The schedule below includes the proposed invoice amounts including full assessment value, credit and net amounts.

	Mean Annual	2019	2020	2021	2022	2023
Assessment	\$67,522.31	\$50,641.73	\$59,082.02	\$67,522.31	\$75,962.60	\$84,402.88
Credit	(\$21,600.00)	(\$21,600.00)	(\$21,600.00)	(\$21,600.00)	(\$21,600.00)	(\$21,600.00)
Net Invoice	\$45,922.31	\$29,041.73	\$37,482.02	\$45,922.31	\$54,362.60	\$62,802.88

Note that these proposed amounts are conservative estimates. If the Partnership service costs are below the mean annual budget, HRWC will reduce future year invoices. However, HRWC does not expect to exceed any annual invoice amount. If the City wishes to be billed the mean annual amount instead of the graduated assessment amounts, please let me know.

Sincerely,

Ric Lawson
Middle Huron Partnership Coordinator
rlawson@hrwc.org
734.769.5123 ext. 609

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. The Contractor shall have insurance that meets the following minimum requirements:

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

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

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

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

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