

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
GEOSYNTEC CONSULTANTS OF MICHIGAN, INC.
AND THE CITY OF ANN ARBOR
FOR HYDROELECTRIC DAMS – FERC NINTH PART 12D INSPECTIONS AND OTHER
ENGINEERING SERVICES**

This agreement (“Agreement”) is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 (“City”), and GEOSYNTEC CONSULTANTS OF MICHIGAN, INC. (“Contractor”), a Michigan Corporation, with its address at 2100 Commonwealth Blvd., Suite 100, Ann Arbor, MI 48105. City and Contractor are referred to collectively herein as the “Parties.” The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area/Water Treatment Services Unit.

Contract Administrator means Senior Utilities 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 Hydroelectric Dams – FERC Ninth Part 12d Inspections and Other Engineering Services.

II. DURATION

Contractor shall commence performance on _____, 20__ (“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 Professional Engineering 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 compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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

IV. INDEPENDENT CONTRACTOR

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

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid 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 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 that 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-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 negligent 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 (if applicable) necessary to perform the Services 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 pursuant to this Agreement.
- D. The Contractor warrants 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 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. 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 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.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

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 affect 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 below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

Paul J. Sabatini, PhD, PE, DGE
Geosyntec Consultants of Michigan, Inc.
2100 Commonwealth Blvd., Suite 100
Ann Arbor, Michigan 48105

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

City of Ann Arbor
Glen Wiczorek, PE
919 Sunset Road
Ann Arbor, Michigan 48103

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.

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 Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

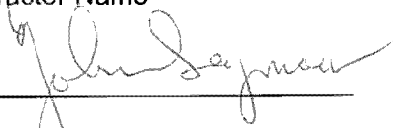
XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR Geosyntec Consultants of Michigan

Contractor Name

By 

Name: John Seymour, P.E.

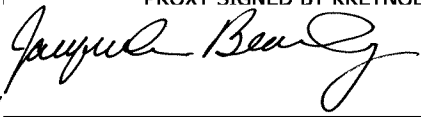
Title: Vice President

Date: December 7, 2022

FOR THE CITY OF ANN ARBOR

By  12/30/2022

CHRISTOPHER TAYLOR, MAYOR
PROXY SIGNED BY KREYNOLDS

By  01/03/2023

JACQUELINE BEAUDRY, CITY CLERK

Date: _____

Approved as to substance

 12/09/2022

BRIAN STEGLITZ, PUBLIC SERVICES AREA ADMINISTRATOR
PROXY SIGNED BY NICHOLSON

 12/22/2022

MILTON DOHONEY JR., CITY ADMINISTRATOR

Approved as to form and content

 12/22/2022

ATLEEN KAUR, CITY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Proposed Work Plan

The overall project goal is to perform the ninth Federal Energy Regulatory Commission (FERC) inspections for Barton and Superior Dams in Ann Arbor, Michigan under the Code of Federal Regulations (CFR) Title 18, Part 12, Subpart D (Part 12D). The FERC Eighth Part 12D inspections were performed in 2018. FERC's Engineering Guidelines (Chapter 16) for the Part 12D inspections were updated in 2022. The FERC Ninth Part 12D inspections will be Periodic

Inspections as per FERC's updated Engineering Guidelines.

The following sections provide a detailed scope of work to complete the project objectives for the City of Ann Arbor (the City). Additional analyses (e.g., slope stability analyses) and inspections (e.g., dive inspections of the structures) and development of concrete repair plans for the dams requested by the City will be performed as separate scopes of work in future years.

FERC Part 12D Periodic Inspections

Geosyntec will begin the collection and review of relevant documents for Barton and Superior Dams in preparation for the Periodic Inspections once a notice to proceed is received from the City. The Periodic Inspections for both Barton and Superior Dams will follow FERC's Engineering Guidelines (Chapter 16) under Part 12D. The FERC guidelines for Part 12D were updated in 2022 to include the following as part of the Periodic Inspections.

- Submit a Part 12D Inspection Plan, including the Independent Consultant (IC) Team Proposal to the Director of the Division of Dam Safety and Inspections (D2SI) for approval at least 180 days in advance of performing the field inspections.
- Submit a Periodic Inspection Pre-Inspection Preparation Report (PI-PIPR) at least 30 days before the field inspections.
- Perform field inspections.
- Prepare Periodic Inspection Reports (PIR) to document findings and recommendations from the field inspections and submit to the FERC.
- Provide a plan and schedule to the FERC for corrective measures to address the IC Team's recommendations in the PIR.
- Geosyntec notes that the Periodic Inspections do not include Potential Failure Mode Assessments (PFMAs), Level 2 Risk Analysis (L2RA), or evaluation of the analyses of record under the latest issue of the Part 12D Engineering Guidelines.

Geosyntec included Part 12D Inspection Plans for Barton and Superior Dams with the proposal submitted to the City on August 9, 2022. Geosyntec will coordinate with subcontractors and prepare the PI-PIPRs while awaiting approval of the Part 12D Inspection Plans from FERC. Geosyntec proposes to submit the PI-PIPRs to the FERC Regional Engineer shortly after approval of the Part 12D Inspection Plans to allow additional flexibility in the schedule for the field inspections. The PI-PIPRs will be prepared and submitted by June 2023 in the current

proposed project schedule; however, earlier submittal may be proposed by Geosyntec if the Part 12D Inspection Plans are approved earlier.

The IC Team will perform the field inspections for Barton and Superior Dams. The field inspections will include the normally accessible areas of the embankments, spillways, and powerhouses and the confined spaces of the spillway galleries at each dam. The concrete spillways, sluiceway of Superior Dam, and powerhouse structure of Barton Dam will also be inspected by the IC Team during the field inspections. A rock hammer will be used to non-destructively test the concrete and sound for potential delamination. The field and concrete inspections are currently proposed for August 2023; however, Geosyntec may request earlier inspection dates if the PI-PIPRs are approved earlier. It is assumed the field inspection for each dam will require two days to complete.

Geosyntec will prepare the PIRs for Barton and Superior Dams for review by the City and submission to the FERC. The PIRs will include a summary of the IC Team's observations from the review of the relevant documents and field inspections. The IC Team will evaluate the performance of the dams, identified potential failure modes (PFMs), and whether any previously unidentified PFMs may be active or developing based on these findings. Recommendations for corrective measures to address findings from the field inspections will be provided by Geosyntec in the PIRs with reasonable proposed times to carry out the corrective measures. If requested as part of a separate scope, Geosyntec will work with the City to develop a plan and schedule for corrective measures to address the recommendations from the Periodic Inspections to provide to the FERC.

Draft PIRs for the dams will be prepared for the City for review by October 2023. Geosyntec will address one round of comments on the PIRs from the City and provide final versions of the PIRs to the City by early December 2023. The final PIRs will then be submitted to the FERC by December 22, 2023. A follow-up meeting with the FERC to discuss comments on the final PIRs is assumed for February 2024.

Geosyntec assumes three meetings with the City and FERC will take place 1) after receiving notice to proceed, 2) within six weeks of approval or conditional approval of the Part 12D Inspection Plans, and 3) after the field inspections. Geosyntec proposes meeting with the City after submittal of the draft PIRs and then later with the FERC after submittal of the PIRs to address any comments or questions. Geosyntec also proposes bi-monthly progress meetings with the City to maintain communication on project schedule and budget status. All deliverables, including the Inspection Plans, PI-PIPRs, and PIRs, will be provided as hard copies and in PDF format to the City.

Bathymetric Surveys

Geosyntec will subcontract Michels Marine to perform bathymetric surveys for the areas downstream of the spillways and powerhouses of Barton and Superior Dams. Michels Marine will use a multi-beam echosounder to perform the bathymetric surveys in areas that can be accessed by the echosounder, but also plans to bring equipment to perform land surveys in regions where a surface vessel cannot be used due to shallow water (e.g., spillway apron of

Barton Dam). Geosyntec proposes performing the bathymetric surveys prior to the field inspections. The surveys will be reviewed by Geosyntec prior to the field inspections to identify any areas of potential concern (i.e., areas exhibiting settlement or scour) to be evaluated further during the field inspections and future dive inspections.

A local engineer from Geosyntec with dam safety experience will provide oversight during the surveys. The surveys will be completed by Michels Marine at least four weeks prior to the field inspections. The surveys are expected to take one day to complete for each dam and data processing is estimated to take approximately 3 weeks. The surveys are currently proposed for July 2023 in the project schedule.

Proposed Schedule

It is assumed that the Notice to Proceed will be received on or before December 31, 2022. Services are expected to begin in December 2022 and be completed during calendar year 2023, with a follow-up meeting with the FERC assumed for February 2024. The proposed schedule is shown in **Figure 1**. Unless otherwise indicated in the milestone schedule, a single round of comments and revisions has been assumed for the submission of the reports to the City or the FERC.

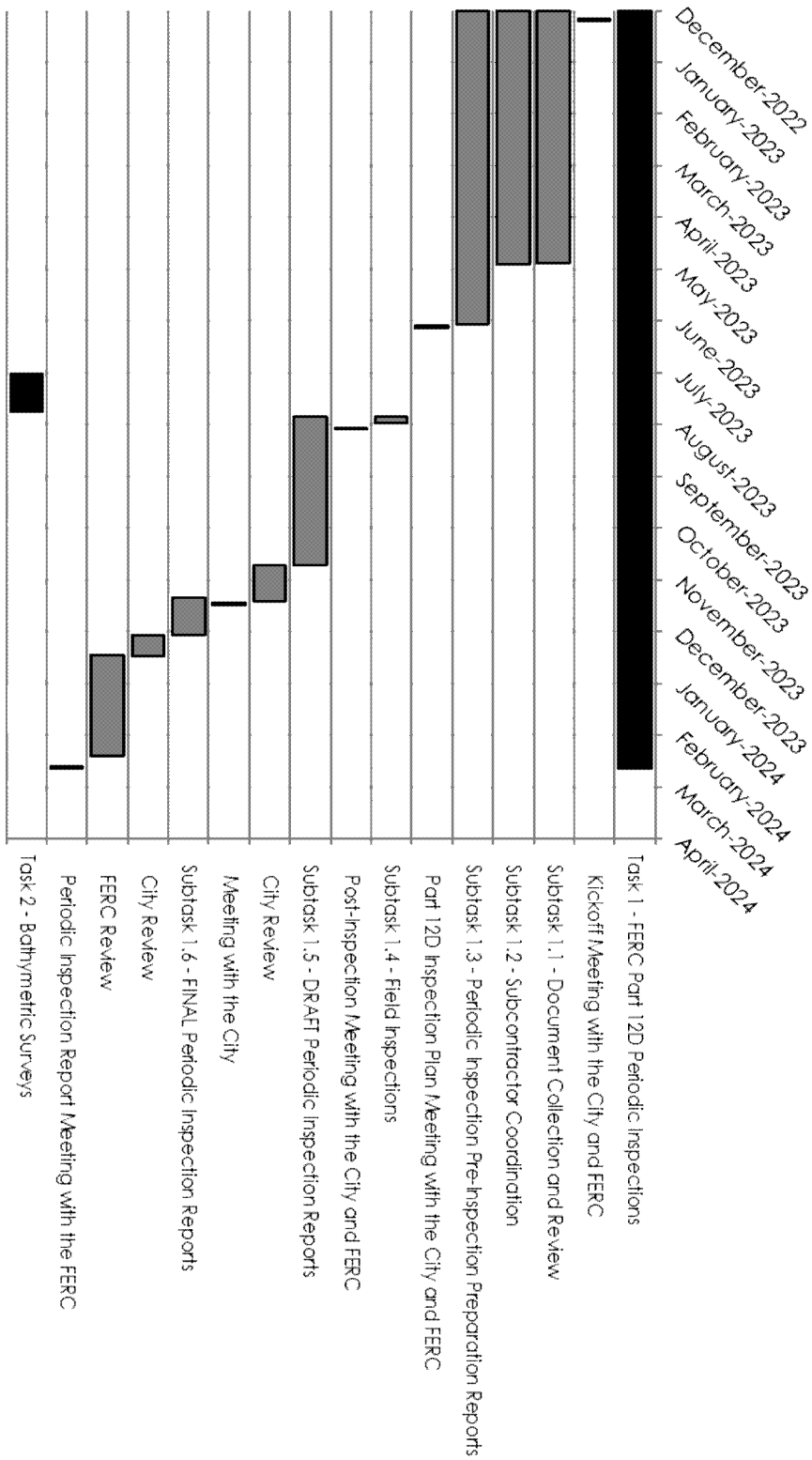


Figure 1 – Proposed Milestone Schedule

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 fee proposal and rates below/attached states nature and amount of compensation the Contractor may charge the City:



Fee Proposal – Phase 1

A breakdown of estimated costs for each task to be performed as part of the Phase 1 work is provided in Table 1 below. The Geosyntec team estimated the total cost of project tasks outlined in the RFP to be \$100,000 (\$50,700 for Barton Dam and \$49,300 for Superior Dam).

The cost includes a markup of 10% on reimbursable expenses incurred by Geosyntec and a markup of 12% on subcontractor fees. Geosyntec charges a communication cost of 3% on the labor charges to cover the cost of printing and reproduction of project deliverables such as reports and drawings. This cost is included in the Geosyntec expenses provided in the cost proposal sheet below.

Other costs, such as fringe benefits, vacation time, sick leave, insurance, meals, lodging, travel, computer time, and clerical/secretarial services (not Project-related), telephone services, miscellaneous travel, reproduction services for other than bidding documents, employees not providing a direct service, other indirect costs, overhead and profit, are included in the calculation of the cost estimate provided in the cost proposal sheet below.

The hourly billing rates for the proposed Geosyntec team are attached (Appendix A). The bill rates will not change for the duration of the project.



Table 1
Detailed Summary of Estimated Costs
COST PROPOSAL FOR FERC PART 12D INSPECTIONS
BARTON AND SUPERIOR DAMS - PHASE 1
City of Ann Arbor

Task	Task Description	Geosyntec Labor Hours	Geosyntec Labor	Geosyntec Expenses	Subcontractor Expenses	Total Cost
1	<i>FERC Part 12D Periodic Inspections</i>	443	\$81,300	\$4,800	\$0	\$86,100
	Barton Dam	226	\$41,300	\$2,450	\$0	\$43,750
	Superior Dam	218	\$40,000	\$2,350	\$0	\$42,350
2	<i>Bathymetric Surveys</i>	8	\$1,600	\$0	\$12,300	\$13,900
	Barton Dam	4	\$800	\$0	\$6,150	\$6,950
	Superior Dam	4	\$800	\$0	\$6,150	\$6,950
	Total	451	\$82,900	\$4,800	\$12,300	\$100,000
	Barton Dam	230	\$42,100	\$2,450	\$6,150	\$50,700
	Superior Dam	222	\$40,800	\$2,350	\$6,150	\$49,300



APPENDIX A

RATES





CONFIDENTIAL

GEOSYNTEC CONSULTANTS

FERC PART 12D INSPECTIONS RATE SCHEDULE

	Rate/Hour
Staff Professional	\$132
Senior Staff Professional	\$154
Professional	\$175
Project Professional	\$198
Senior Professional	\$224
Principal	\$244
Senior Principal	\$262
Technician II	\$ 74
Senior Technician I	\$ 83
Senior Technician II	\$ 89
Site Manager I	\$ 98
Site Manager II	\$108
Construction Manager I	\$120
Construction Manager II	\$130
Senior Drafter/Senior CADD Operator	\$125
Drafter/CADD Operator/Artist	\$110
Project Administrator	\$ 70
Clerical	\$ 58
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.08

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for
 Engineering Services (PPI).

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
 Construction management fee presented upon request.

**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. 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.