

**GENERAL SERVICES AGREEMENT BETWEEN
BALLARD MARINE CONSTRUCTION
AND THE CITY OF ANN ARBOR
FOR DIVE INSPECTION 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 Ballard Marine, LLC d/b/a Ballard Marine Construction, LLC, a Delaware Limited Liability Company ("Contractor") with its address at 727 S 27th Street, Washougal, WA 98671. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means City of Ann Arbor Water Treatment Services.

Contract Administrator means Mike Switzenberg, 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 Dive Inspection Services (RFP 22-48).

II. DURATION

Contractor shall commence performance on _____, 2022 ("Commencement Date"). This Agreement shall remain in effect until 6/30/2025 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 dive inspection services ("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 ("Contract Documents"), including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

This Agreement and Exhibits
Request for Proposal No. 22-48 and all Addendum thereto (if any)
Bid Proposal of Contractor, dated June 8, 2022, 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, the requirement(s) of the document listed first above 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 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 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 thousand dollars (\$100,000.00). 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.

- 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 Agreement, 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 Agreement and the Ann Arbor City Code of Ordinance are silent as to definitions of terms required in determining 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 Agreement.

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 person or firm to submit or not to submit a bid 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.

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 affect 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 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:

Ballard Marine Construction
Tony Raphael, PE
727 S 27th Street
Washougal, WA 98671

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

City of Ann Arbor
Brian Steglitz
Interim 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, 3rd 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 Exhibits A, B, and C, and the other Contract Documents, 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.

FOR _____

Ballard Marine Construction

By _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

By _____
Milton Dohoney Jr., City Administrator

By _____
Brian Steglitz, Interim Public Services Area
Administrator

Approved as to form and content

By _____
Atleen Kaur, City Attorney

EXHIBIT A SCOPE OF SERVICES

Perform dive inspections and maintenance at the City's dams and drinking water intakes. The services desired include, but are not limited to, inspection of hydroelectric draft tube intakes, bar screens, drinking water intake cribs, cleaning of 24" and 36" diameter intakes, cleaning and power washing the hydroelectric plant intakes, cleaning the still wells, and cleaning the polymer diffusers for the 24" and 36" diameter drinking water intakes.

There will be no minimum value of services committed by the City for this Contract.

Requirements

- A. The ability to work effectively with the City's Water Treatment Services staff with respect to any of the dive inspection services required by the City.
- B. The ability to function in a support role to the Water Treatment Services Unit in accordance with City Standards and Procedures.
- C. Under unique circumstances, the City may request emergency service to maintain the City's drinking water supply intakes. In the event of such a request, the dive team shall mobilize within 24 hours or less to perform the required task.
- D. Contractor shall be available to perform designated services within 14 days of notification from the City of the need for dive inspection maintenance or services.

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 in accordance with the fee schedule in the attached proposal.

A Fee Proposal Prepared For:

RFP #22-48 Diving Inspection Services

City of Ann Arbor Water Treatment Services

Bid Date: 6/8/2022

Prepared By:
Ballard Marine Construction
Tony Raphael, P.E.
tony.raaphael@ballardmc.com

866.782.6750

CONFIDENTIALITY

This proposal, including pricing, contains confidential and proprietary information and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal for the specific project named above. The proposal and the information contained herein may be shared with Client's customer, employees, consultants and agents only to the extent such entities and individuals have a need to know such information in connection with the Project and have been informed of the confidential and proprietary nature of the information. Client shall take all reasonable precautions to prevent disclosure of confidential and proprietary information to any other person or entity. In the event Client or third party uses any information in this proposal for purposes other than as stated above, Ballard Marine shall not be liable in any way relating to such use.





BALLARD
MARINE CONSTRUCTION

727 S 27th Street Washougal, WA 98671
866.782.6750 | www.ballardmc.com

6/8/2022

Customer Service Department
City of Ann Arbor Water Treatment Services
301 East Huron Street
Ann Arbor, MI 48107

RE: RFP #22-48 Diving Inspection Services

Dear Customer Service Department,

Ballard Marine Construction (Ballard) appreciates the opportunity to submit our proposal for the RFP #22-48 Diving Inspection Services, as per your requested scope of work. Ballard personnel will comply with all local, state, and federal rules and regulations applicable to performance of our services.

Ballard looks forward to working with you on this project. Should additional information be required, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

Ballard Marine Construction
Tony Raphael, P.E.
866.782.6750 | tony.raaphael@ballardmc.com

BALLARD
MARINE CONSTRUCTION

FY2023 Hourly Wages for Labor Classifications
Itemized Labor Burden Categories

Craft	2023 Straight Time Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 55.00	\$ 29.69	\$ 2.50	\$ 3.00	\$ 1.00	\$ 8.32	\$ 4.98	\$ 15.92	\$ 1.02	\$ 121.43	\$ 18.21	\$ 139.64
Dive Supervisor	\$ 39.10	\$ 29.69	\$ 1.00	\$ 3.00	\$ 1.00	\$ 5.92	\$ 3.54	\$ 12.93	\$ 0.83	\$ 97.00	\$ 14.55	\$ 111.55
Diver/Tender - Wet	\$ 37.60	\$ 29.69	\$ -	\$ 3.00	\$ 3.00	\$ 5.69	\$ 3.40	\$ 12.65	\$ 0.81	\$ 95.83	\$ 14.37	\$ 110.21
Equipment Operator	\$ 48.40	\$ 31.97	\$ -	\$ 3.00	\$ 3.00	\$ 7.32	\$ 4.38	\$ 15.11	\$ 0.96	\$ 114.15	\$ 17.12	\$ 131.27
Small Eq. Operator	\$ 42.20	\$ 31.97	\$ -	\$ 3.00	\$ 3.00	\$ 6.38	\$ 3.82	\$ 13.94	\$ 0.89	\$ 105.21	\$ 15.78	\$ 120.99
Foreman	\$ 45.00	\$ 29.69	\$ 1.00	\$ 3.00	\$ 3.00	\$ 6.81	\$ 4.07	\$ 14.04	\$ 0.90	\$ 107.51	\$ 16.13	\$ 123.64
Shop Rate	\$ 35.80	\$ 29.69	\$ -	\$ 3.00	\$ 1.00	\$ 5.42	\$ 3.24	\$ 12.31	\$ 0.79	\$ 91.24	\$ 13.69	\$ 104.93
General Laborer	\$ 26.17	\$ 21.22	\$ -	\$ 3.00	\$ 5.00	\$ 3.96	\$ 2.37	\$ 8.91	\$ 0.57	\$ 71.20	\$ 10.68	\$ 81.88

Craft	2023 Overtime Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 82.50	\$ 29.69	\$ 2.50	\$ 3.00	\$ 1.00	\$ 12.48	\$ 7.47	\$ 21.09	\$ 1.35	\$ 161.08	\$ 24.16	\$ 185.24
Dive Supervisor	\$ 58.65	\$ 29.69	\$ 1.00	\$ 3.00	\$ 1.00	\$ 8.87	\$ 5.31	\$ 16.61	\$ 1.06	\$ 125.19	\$ 18.78	\$ 143.97
Diver/Tender - Wet	\$ 55.85	\$ 29.69	\$ -	\$ 3.00	\$ 3.00	\$ 8.45	\$ 5.05	\$ 16.08	\$ 1.03	\$ 122.15	\$ 18.32	\$ 140.47
Equipment Operator	\$ 72.60	\$ 31.97	\$ -	\$ 3.00	\$ 3.00	\$ 10.98	\$ 6.57	\$ 19.66	\$ 1.25	\$ 149.04	\$ 22.36	\$ 171.39
Small Eq. Operator	\$ 63.30	\$ 31.97	\$ -	\$ 3.00	\$ 3.00	\$ 9.58	\$ 5.73	\$ 17.91	\$ 1.14	\$ 135.63	\$ 20.34	\$ 155.97
Foreman	\$ 67.50	\$ 29.69	\$ 1.00	\$ 3.00	\$ 3.00	\$ 10.21	\$ 6.11	\$ 18.27	\$ 1.17	\$ 139.95	\$ 20.99	\$ 160.94
Shop Rate	\$ 53.70	\$ 29.69	\$ -	\$ 3.00	\$ 1.00	\$ 8.12	\$ 4.86	\$ 15.68	\$ 1.00	\$ 117.05	\$ 17.56	\$ 134.61
General Laborer	\$ 38.88	\$ 21.22	\$ -	\$ 3.00	\$ 5.00	\$ 5.88	\$ 3.52	\$ 11.30	\$ 0.72	\$ 89.52	\$ 13.43	\$ 102.94

Craft	2023 Double Time Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 110.00	\$ 29.69	\$ 2.50	\$ 3.00	\$ 1.00	\$ 16.64	\$ 9.96	\$ 26.26	\$ 1.68	\$ 200.73	\$ 30.11	\$ 230.83
Dive Supervisor	\$ 78.20	\$ 29.69	\$ 1.00	\$ 3.00	\$ 1.00	\$ 11.83	\$ 7.08	\$ 20.28	\$ 1.29	\$ 153.38	\$ 23.01	\$ 176.38
Diver/Tender - Wet	\$ 74.10	\$ 29.69	\$ -	\$ 3.00	\$ 3.00	\$ 11.21	\$ 6.71	\$ 19.51	\$ 1.25	\$ 148.46	\$ 22.27	\$ 170.73
Equipment Operator	\$ 96.80	\$ 31.97	\$ -	\$ 3.00	\$ 3.00	\$ 14.65	\$ 8.76	\$ 24.21	\$ 1.55	\$ 183.93	\$ 27.59	\$ 211.52
Small Eq. Operator	\$ 84.40	\$ 31.97	\$ -	\$ 3.00	\$ 3.00	\$ 12.77	\$ 7.64	\$ 21.88	\$ 1.40	\$ 166.05	\$ 24.91	\$ 190.96
Foreman	\$ 90.00	\$ 29.69	\$ 1.00	\$ 3.00	\$ 3.00	\$ 13.62	\$ 8.15	\$ 22.50	\$ 1.44	\$ 172.39	\$ 25.86	\$ 198.25
Shop Rate	\$ 71.60	\$ 29.69	\$ -	\$ 3.00	\$ 1.00	\$ 10.83	\$ 6.48	\$ 19.04	\$ 1.22	\$ 142.86	\$ 21.43	\$ 164.29
General Laborer	\$ 51.58	\$ 21.22	\$ -	\$ 3.00	\$ 5.00	\$ 7.80	\$ 4.67	\$ 13.69	\$ 0.87	\$ 107.84	\$ 16.18	\$ 124.01

FY2024 Hourly Wages for Labor Classifications
Itemized Labor Burden Categories

Craft	2024 Straight Time Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 56.65	\$ 30.73	\$ 2.50	\$ 3.00	\$ 1.00	\$ 8.57	\$ 5.13	\$ 16.43	\$ 1.05	\$ 125.05	\$ 18.76	\$ 143.81
Dive Supervisor	\$ 40.27	\$ 30.73	\$ 1.00	\$ 3.00	\$ 1.00	\$ 6.09	\$ 3.64	\$ 13.35	\$ 0.85	\$ 99.94	\$ 14.99	\$ 114.93
Diver/Tender - Wet	\$ 38.69	\$ 30.73	\$ -	\$ 3.00	\$ 3.00	\$ 5.85	\$ 3.50	\$ 13.05	\$ 0.83	\$ 98.66	\$ 14.80	\$ 113.46
Equipment Operator	\$ 49.85	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 7.54	\$ 4.51	\$ 15.59	\$ 1.00	\$ 117.58	\$ 17.64	\$ 135.22
Small Eq. Operator	\$ 43.47	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 6.58	\$ 3.93	\$ 14.39	\$ 0.92	\$ 108.38	\$ 16.26	\$ 124.63
Foreman	\$ 46.35	\$ 30.73	\$ 1.00	\$ 3.00	\$ 3.00	\$ 7.01	\$ 4.19	\$ 14.49	\$ 0.92	\$ 110.70	\$ 16.61	\$ 127.31
Shop Rate	\$ 36.87	\$ 30.73	\$ -	\$ 3.00	\$ 1.00	\$ 5.58	\$ 3.34	\$ 12.71	\$ 0.81	\$ 94.04	\$ 14.11	\$ 108.15
General Laborer	\$ 26.93	\$ 21.96	\$ -	\$ 3.00	\$ 5.00	\$ 4.08	\$ 2.44	\$ 9.19	\$ 0.59	\$ 73.19	\$ 10.98	\$ 84.17

Craft	2024 Straight Time Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 84.98	\$ 30.73	\$ 2.50	\$ 3.00	\$ 1.00	\$ 12.86	\$ 7.69	\$ 21.75	\$ 1.39	\$ 165.89	\$ 24.88	\$ 190.78
Dive Supervisor	\$ 60.41	\$ 30.73	\$ 1.00	\$ 3.00	\$ 1.00	\$ 9.14	\$ 5.47	\$ 17.13	\$ 1.09	\$ 128.97	\$ 19.35	\$ 148.32
Diver/Tender - Wet	\$ 58.04	\$ 30.73	\$ -	\$ 3.00	\$ 3.00	\$ 8.78	\$ 5.25	\$ 16.69	\$ 1.07	\$ 126.55	\$ 18.98	\$ 145.53
Equipment Operator	\$ 74.78	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 11.31	\$ 6.77	\$ 20.28	\$ 1.29	\$ 153.52	\$ 23.03	\$ 176.55
Small Eq. Operator	\$ 65.20	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 9.86	\$ 5.90	\$ 18.48	\$ 1.18	\$ 139.71	\$ 20.96	\$ 160.67
Foreman	\$ 69.53	\$ 30.73	\$ 1.00	\$ 3.00	\$ 3.00	\$ 10.52	\$ 6.29	\$ 18.85	\$ 1.20	\$ 144.12	\$ 21.62	\$ 165.73
Shop Rate	\$ 55.31	\$ 30.73	\$ -	\$ 3.00	\$ 1.00	\$ 8.37	\$ 5.01	\$ 16.18	\$ 1.03	\$ 120.62	\$ 18.09	\$ 138.72
General Laborer	\$ 40.40	\$ 21.96	\$ -	\$ 3.00	\$ 5.00	\$ 6.11	\$ 3.66	\$ 11.72	\$ 0.75	\$ 92.61	\$ 13.89	\$ 106.50

Craft	2024 Straight Time Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 113.30	\$ 30.73	\$ 2.50	\$ 3.00	\$ 1.00	\$ 17.14	\$ 10.25	\$ 27.08	\$ 1.73	\$ 206.73	\$ 31.01	\$ 237.74
Dive Supervisor	\$ 80.55	\$ 30.73	\$ 1.00	\$ 3.00	\$ 1.00	\$ 12.19	\$ 7.29	\$ 20.92	\$ 1.34	\$ 158.01	\$ 23.70	\$ 181.71
Diver/Tender - Wet	\$ 77.38	\$ 30.73	\$ -	\$ 3.00	\$ 3.00	\$ 11.71	\$ 7.00	\$ 20.32	\$ 1.30	\$ 154.44	\$ 23.17	\$ 177.61
Equipment Operator	\$ 99.70	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 15.09	\$ 9.02	\$ 24.97	\$ 1.59	\$ 189.46	\$ 28.42	\$ 217.88
Small Eq. Operator	\$ 86.93	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 13.15	\$ 7.87	\$ 22.56	\$ 1.44	\$ 171.05	\$ 25.66	\$ 196.70
Foreman	\$ 92.70	\$ 30.73	\$ 1.00	\$ 3.00	\$ 3.00	\$ 14.03	\$ 8.39	\$ 23.20	\$ 1.48	\$ 177.53	\$ 26.63	\$ 204.16
Shop Rate	\$ 73.75	\$ 30.73	\$ -	\$ 3.00	\$ 1.00	\$ 11.16	\$ 6.67	\$ 19.64	\$ 1.25	\$ 147.20	\$ 22.08	\$ 169.29
General Laborer	\$ 53.87	\$ 21.96	\$ -	\$ 3.00	\$ 5.00	\$ 8.15	\$ 4.88	\$ 14.26	\$ 0.91	\$ 112.02	\$ 16.80	\$ 128.83

FY2025 Hourly Wages for Labor Classifications
Itemized Labor Burden Categories

Craft	2025 Straight Time Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 58.30	\$ 30.73	\$ 2.50	\$ 3.00	\$ 1.00	\$ 8.82	\$ 5.28	\$ 16.74	\$ 1.07	\$ 127.43	\$ 19.11	\$ 146.55
Dive Supervisor	\$ 41.45	\$ 30.73	\$ 1.00	\$ 3.00	\$ 1.00	\$ 6.27	\$ 3.75	\$ 13.57	\$ 0.87	\$ 101.63	\$ 15.24	\$ 116.88
Diver/Tender - Wet	\$ 39.79	\$ 30.73	\$ -	\$ 3.00	\$ 3.00	\$ 6.02	\$ 3.60	\$ 13.26	\$ 0.85	\$ 100.24	\$ 15.04	\$ 115.27
Equipment Operator	\$ 51.30	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 7.76	\$ 4.64	\$ 15.87	\$ 1.01	\$ 119.68	\$ 17.95	\$ 137.63
Small Eq. Operator	\$ 44.73	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 6.77	\$ 4.05	\$ 14.63	\$ 0.93	\$ 110.20	\$ 16.53	\$ 126.73
Foreman	\$ 47.70	\$ 30.73	\$ 1.00	\$ 3.00	\$ 3.00	\$ 7.22	\$ 4.32	\$ 14.74	\$ 0.94	\$ 112.65	\$ 16.90	\$ 129.55
Shop Rate	\$ 37.95	\$ 30.73	\$ -	\$ 3.00	\$ 1.00	\$ 5.74	\$ 3.43	\$ 12.91	\$ 0.82	\$ 95.59	\$ 14.34	\$ 109.93
General Laborer	\$ 27.70	\$ 21.96	\$ -	\$ 3.00	\$ 5.00	\$ 4.19	\$ 2.51	\$ 9.34	\$ 0.60	\$ 74.29	\$ 11.14	\$ 85.43

Craft	2025 Straight Time Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 87.45	\$ 30.73	\$ 2.50	\$ 3.00	\$ 1.00	\$ 13.23	\$ 7.91	\$ 22.22	\$ 1.42	\$ 169.46	\$ 25.42	\$ 194.88
Dive Supervisor	\$ 62.17	\$ 30.73	\$ 1.00	\$ 3.00	\$ 1.00	\$ 9.41	\$ 5.63	\$ 17.46	\$ 1.11	\$ 131.51	\$ 19.73	\$ 151.24
Diver/Tender - Wet	\$ 59.68	\$ 30.73	\$ -	\$ 3.00	\$ 3.00	\$ 9.03	\$ 5.40	\$ 17.00	\$ 1.08	\$ 128.92	\$ 19.34	\$ 148.26
Equipment Operator	\$ 76.96	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 11.64	\$ 6.96	\$ 20.69	\$ 1.32	\$ 156.66	\$ 23.50	\$ 180.16
Small Eq. Operator	\$ 67.10	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 10.15	\$ 6.07	\$ 18.84	\$ 1.20	\$ 142.45	\$ 21.37	\$ 163.82
Foreman	\$ 71.55	\$ 30.73	\$ 1.00	\$ 3.00	\$ 3.00	\$ 10.83	\$ 6.48	\$ 19.23	\$ 1.23	\$ 147.04	\$ 22.06	\$ 169.09
Shop Rate	\$ 56.92	\$ 30.73	\$ -	\$ 3.00	\$ 1.00	\$ 8.61	\$ 5.15	\$ 16.48	\$ 1.05	\$ 122.95	\$ 18.44	\$ 141.39
General Laborer	\$ 41.55	\$ 21.96	\$ -	\$ 3.00	\$ 5.00	\$ 6.29	\$ 3.76	\$ 11.94	\$ 0.76	\$ 94.26	\$ 14.14	\$ 108.39

Craft	2025 Straight Time Hourly Rate	Total Fringe	Technology - Laptops, Cells, MiFi, Tablets	Safety	Small Tools	15.13% Payroll Tax	9.05% USL&H Insurance	Overhead	1.2% General Liability Insurance	Subtotal	15% Markup	Billing Rate
Dive Superintendent	\$ 116.60	\$ 30.73	\$ 2.50	\$ 3.00	\$ 1.00	\$ 17.64	\$ 10.55	\$ 27.70	\$ 1.77	\$ 211.49	\$ 31.72	\$ 243.21
Dive Supervisor	\$ 82.89	\$ 30.73	\$ 1.00	\$ 3.00	\$ 1.00	\$ 12.54	\$ 7.50	\$ 21.36	\$ 1.36	\$ 161.39	\$ 24.21	\$ 185.60
Diver/Tender - Wet	\$ 79.57	\$ 30.73	\$ -	\$ 3.00	\$ 3.00	\$ 12.04	\$ 7.20	\$ 20.74	\$ 1.32	\$ 157.60	\$ 23.64	\$ 181.24
Equipment Operator	\$ 102.61	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 15.52	\$ 9.29	\$ 25.51	\$ 1.63	\$ 193.65	\$ 29.05	\$ 222.69
Small Eq. Operator	\$ 89.46	\$ 33.09	\$ -	\$ 3.00	\$ 3.00	\$ 13.54	\$ 8.10	\$ 23.04	\$ 1.47	\$ 174.70	\$ 26.20	\$ 200.90
Foreman	\$ 95.40	\$ 30.73	\$ 1.00	\$ 3.00	\$ 3.00	\$ 14.43	\$ 8.63	\$ 23.71	\$ 1.51	\$ 181.42	\$ 27.21	\$ 208.64
Shop Rate	\$ 75.90	\$ 30.73	\$ -	\$ 3.00	\$ 1.00	\$ 11.48	\$ 6.87	\$ 20.05	\$ 1.28	\$ 150.30	\$ 22.55	\$ 172.85
General Laborer	\$ 55.39	\$ 21.96	\$ -	\$ 3.00	\$ 5.00	\$ 8.38	\$ 5.01	\$ 14.54	\$ 0.93	\$ 114.22	\$ 17.13	\$ 131.36

Hourly Wages for Management Classifications

[illegible][illegible][illegible]

Equipment List for City of Ann Arbor*

Description	Rate per hour
ROV w/ 6,000 LF of umbilical	\$ 206.25
USBL	\$ 15.00
GPS-RTK	\$ 16.88
Hypack Data Collection	\$ 22.50
Survey Boat	\$ 68.75
Doppler velocity logger	\$ 17.50
inertial navigation system	\$ 112.50
motion reference unit	\$ 35.00
Surface Supplied Dive System	\$ 7.50
Hot water system	\$ 5.00
Dive Trailer	\$ 4.25
Audio/Video dive equipment	\$ 2.00
Truck < 1 Ton	\$ 13.20
Shallow Dive compressor	\$ 6.25
Hydraulic Power Unit	\$ 9.25
Hydraulic Power Tools	\$ 4.25
Pressure washer	\$ 3.25
Suction hoses (10') up to 6" diameter	\$ 1.95
Discharge hoses (20') up to 6" diameter	\$ 1.25
*Minimal list of equipment based on scope provided. All rates include operating costs (fuel, oil, grease, etc.) and appropriate markup.	

Pricing Notes:

- Mobilization – applies during preparation and loading of all equipment and supplies require to perform the work, and during travel time to the Project site in preparation for initial setup.
- Working Day – apply from initial arrival of crew at the Project site and at all times crew is on site until work is completed, all equipment is loaded, and crew leaves the Project site.
- Standby – applies at any time Client requires crew to stand by at an offsite location or near the Project site. Will be billed at a minimum of eight (8) hours per day/40 hours per week at each employee's billable classification. Equipment will be billed at sixty percent (60%) of rate(s) shown above.
- Demobilization – applies after completion of the work from the point equipment and crew leave the Project site, return to Ballard's facility, and until all restocking of equipment is completed.
- Dive System Maintenance: when applicable, maintenance will be performed daily for up to one (1) hour, accruing up to eight (8) hours per project, and will not be considered down time.
- Other:
 - Consumables, materials and third party services required to complete the work will be billed at cost plus 15%.
 - Additional items will also be billed at cost plus 15%, including:
 - Additional Client requested services, equipment or tooling (when available)
 - Mobilization of additional equipment, unless Ballard and Client agree Client will be directly responsible for mobilization
 - Welders provided by Ballard for any Client provided equipment
 - All work performed will be in accordance with working rules of applicable local union agreements, prevailing wage, and/or Davis Bacon requirements.
 - Applicable sales or use taxes are not included.

Equipment:

- Shallow Air Dive package
- Truck
- Dive Trailer
- Audio and Video Equipment
- Hot Water for divers
- Hydraulic Power Unit (as needed)
- Hydraulic tools (as needed)
- Pressure washer (as needed)
- Discharge and Suction Hoses (as needed)
- Remotely Operated Vehicles (as needed)
- Pipe Crawlers in Pipe >8" (as needed)

- Multi-beam and Side Scan Sonar (as needed)

Project Specific Notes, Clarifications, and Exclusions

1. Ballard will mobilize all operations from our Detroit, MI area office.
2. Prior to any work being performed, Ballard and the City of Ann Arbor will meet to discuss lock out, tag out procedures and key personnel involved in each operation.

General Notes, Clarifications, and Exclusions

The following are made part of the contract and supersede any provisions thereof unless expressly agreed otherwise in writing by Ballard.

1. This proposal is contingent upon:
 - a. the parties reaching mutually agreeable terms and conditions under a fully executed written agreement, and
 - b. availability of personnel and equipment.
2. Ballard and Client acknowledge:
 - a. this proposal is submitted in response to an RFP or other request (i.e., schedule of rates) from Client and is based on assumptions and quantities specified therein, and
 - b. changes to assumptions and/or fluctuations in quantities may affect costs associated with providing the services contemplated herein.
3. Exclusions:
 - a. This proposal does not include, and Ballard will not be responsible for, any impact, delay or costs resulting from events or circumstances beyond Ballard's control, including but not limited to: acts of God; acts of the public enemy; acts of the Client, Project owner, or their respective agents; fires; floods; epidemics or pandemics; government orders or restrictions; strikes; severe weather; or supply chain issues such as scarcity of commodities or unusual delivery delay.
 - b. Any deviation in site conditions, scope of services, and/or deliverables specified herein will be considered a change and subject to negotiation and agreement in writing prior to commencement of work affected by any such change.
 - c. Unless specifically stated otherwise, this proposal does not include any environmental controls or engineering services.
 - d. Ballard is not responsible for any expenses related to decontamination of equipment or reclamation of water or property contacted by contaminated materials at the work site during the Project. Any diving equipment or support equipment contaminated by radio nuclides, damaged, or destroyed by hydrocarbons, solvents, chemicals and/or other environmental conditions will be replaced at cost plus fifteen percent (15%) daily rental until the equipment is replaced.
 - e. Spoils, debris, water treatment/filtration and trash disposal are not included and are the responsibility of others, unless expressly included as part of Ballard's scope of work. Damaged equipment will become the property of the Client.
 - f. Cost of performance, payment or warranty bonds is not included. If required by Client, bonds will be furnished at cost plus fifteen percent (15%).

4. Client Responsibilities:

- a. Provide all permits required for the Project or performance of the services other than business or contractors' licenses required in the location of the Project.
- b. Pay for any and all customs, import/export fees, foreign tax, duties, work permits, tariffs or any other related fees associated to the Project.
- c. Provide sufficient access to and from the project site.

5. Safety & Compliance:

- a. Ballard dive teams are OSHA compliant and adhere strictly to ADCI regulations and guidelines. OSHA requires a minimum of a three (3) man properly trained dive team on each commercial diving project.
- b. Ballard reserves the right to add more personnel as needed to safely perform the work depending on site conditions, depth of water, additional equipment, and any other conditions or circumstances that may affect safe performance of the work. Client shall be responsible for all resulting additional costs.
- c. Ballard's supervisor/superintendent will have sole authority to determine if working conditions, including weather, allow for safe performance of the work. Weather conditions that may prevent safe performance of the work may include but are not limited to snow, ice, lightning, high winds/surf, extreme heat or cold, currents, and poor visibility caused by fog, snow, or heavy rain.
- d. Ballard may take immediate action to prevent the loss of life or limb, to prevent undue suffering, or to prevent further property or environmental damage as necessary without prior written authorization from Client. Any action so taken will be documented and an appropriate change order issued as soon as reasonably practical thereafter.

6. All pricing is quoted and to be paid in U.S. Dollars.

The terms and pricing of this proposal and any subsequent contract assume no impact from an infectious disease outbreak, including but not limited to the COVID-19 pandemic, whether directly or indirectly. Ballard Marine Construction's ability to comply with any schedule requirement contemplated by this proposal is directly contingent on a lack of impact by an infectious disease outbreak. Such impacts could include but are not limited to: 1) any government or other public authority decision causing delay or impact; 2) any cost increase or lack of availability of personnel, materials, equipment and any other resources necessary for the performance of the work related to the proposal; or 3) any additional costs incurred to disinfect areas of the project site due to an infectious disease contamination or potential contamination. Ballard Marine Construction reserves its right to seek an extension of time and additional compensation if it or its subcontractors or suppliers are unable to maintain planned crew sizes due to an infectious disease outbreak, supply shortages or governmental restraints on business, travel or assembly or otherwise meet schedule requirements.

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, which, notwithstanding anything to the contrary herein, shall be maintained for three years from the date the Project is completed.

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. 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.