

**GENERAL SERVICES AGREEMENT BETWEEN
ROGUE INDUSTRIAL SERVICES, LLC
AND THE CITY OF ANN ARBOR
FOR TELEVISIONING AND SEWER CLEANING
RFP NO. 23-14**

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 Rogue Industrial Services, LLC ("Contractor"), a corporation organized and doing business under the laws of the state of Michigan, with its address at 1250 Fox Chase Rd., Bloomfield Hills, MI 48301. 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/Public Works Unit.

Contract Administrator means Paul Matthews, 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 2023 Televising and Sewer Cleaning.

II. DURATION

Contractor shall commence performance on May 15, 2023 ("Commencement Date"). This Agreement shall remain in effect until May 14, 2025 unless terminated earlier as provided for in Article XII.

The duration of this Agreement may be extended by the City Administrator for one additional two-year period on the same terms and conditions subject to a one-time price increase not to exceed 3% by mutual agreement and subject to the City's annual appropriation of funds. 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 Televising and Sewer Cleaning ("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. 23-14 and all Addendum thereto.

Bid Proposal of Contractor, dated March 8, 2023, 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 million four hundred thousand dollars (\$1,400,000.00). 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 effect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated 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:

Christopher Ducomb
1250 Fox Chase Rd.
Bloomfield Hills, MI 48301

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

City of Ann Arbor
Brian Steglitz, 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.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Print Name

Its _____

This ___ day of _____, 20___

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ___ day of _____, 20___

Approved as to substance

By _____
Milton Dohoney Jr., City Administrator

Brian Steglitz,
Public Services Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

EXHIBIT A SCOPE OF SERVICES

A. Objective

The City of Ann Arbor, Michigan, maintains approximately 370 miles of sanitary sewer and 293 miles of storm sewer. To effectively maintain this infrastructure and respond to emergency sewer issues, the City is requesting proposals from qualified contractors to provide sewer inspection and cleaning services as required by the City of Ann Arbor Public Works Unit on an as-needed basis.

The scope of services will consist of individual tasks to be determined and assigned during the contract period. Examples of potential type of work may include, but is not limited to the following:

- Cleaning of sewers ranging in size from 8 to 90 inches in diameter. This work includes flushing, debris removal, grease removal, root cutting, deposit cutting, and grinding protruding break-in service connections.
- Internal video inspection of sewers via Closed Circuit Television (CCTV) of sewers ranging from 8 to 90 inches in diameter. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program. (PACP.) The submittal shall include supporting files necessary to import the data into the City's inspection management software, and all files shall be organized in such a way, as determined by the City, to facilitate this import.
- Multi-sensor inspection of sewers via Closed Circuit Television (CCTV) and Sonar of sewers ranging from 36 to 90 inches in diameter, including partially submerged sewers. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program. (PACP.) The submittal shall include supporting files necessary to import the data into the City's inspection management software, and all files shall be organized in such a way, as determined by the City, to facilitate this import.
- Internal sonar inspection of sewers via Sonar of sewers ranging from 8 to 36" inches in diameter, including submerged sewers and inverted siphon piping. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program. (PACP.) The submittal shall include supporting files necessary to import the data into the City's inspection

management software, and all files shall be organized in such a way, as determined by the City, to facilitate this import.

- Internal video inspection of culverts via Closed Circuit Television (CCTV) ranging from 12 to 90 inches in diameter. The inspections shall include providing the City with digital videos, images, and reports that include condition and other descriptive data related to the sewer in accordance with NASSCO's Pipeline Assessment Certification Program. (PACP.) The submittal shall include supporting files necessary to import the data into the City's inspection management software, and all files shall be organized in such a way, as determined by the City, to facilitate this import.
- Manhole video inspection in accordance with NASSCO's Manhole Assessment Certification Program (MACP,) using 360-degree scanning technology.
- Green infrastructure cleaning consists of the cleaning of storm weir walls throughout the City. This work includes debris removal. Contractor shall also provide the City with a post cleaning report with photos that includes all requested documentation and information outlined these specifications.
- Maintenance of traffic services, including developing plans for traffic control as needed, reviewing with City Staff for Right-of-Way permits and advance lane closure notifications and obeying all City restrictions and requirements for the given location.
- Locate, mark, and provide GIS coordinates of buried manholes encountered during work. Provide written notification to the project manager when buried manholes are located. Or other observed infrastructure that differs from recorded infrastructure.

The Contractor shall be compensated based on the applicable unit prices included in the response to this proposal. The City may assign specific tasks to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task.

Some tasks may require work beyond that included in the unit prices, including extraordinary bypass setups and extensive traffic control. For those tasks, the City may request a letter proposal from the contractor that identifies their approach and all costs associated with the task.

The City intends to award no more than two (2) contracts. The term of the contract is two (2) years from the date of the Notice to Proceed with an optional extension for up to one (1) additional two-year period. It shall be understood that the submitted hourly

rates are to be honored over the term of the contract. If the contract is extended, a onetime cost escalator of no greater than 3% may be added to the submitted rates. A written request from the Contractor at the end original contract period from will be required to consider any rate adjustments.

There will be no minimum value of services committed by the City for each awarded service contract. The total available budget for the term of the contract is approximately \$1,200,000.00 annually and will be divided amongst the selected firms in the City's best interest. The contract amounts are subject to the availability of funds and approval of annual budgets.

B. Contract Implementation

The City will prepare a scope of work for inspections in project batches. Included in these project batches, GIS-based maps of all sanitary or storm infrastructure assets to inspect will be assigned. As well as a proposed schedule. The selected on-call contractor(s) shall provide the City with a price proposal to complete the project work including:

- Total costs for the work based on unit prices.
- Schedule or date by which the work can be completed.
- Names and contact information of assigned Foreman or Superintendent.

CCTV inspections are to be conducted on all pipelines included in the scope or assigned batch. Cleaning services will only be paid for after confirmation that cleaning is necessary to complete the inspection, or as directed by the Engineer or City Staff.

The City will assign specific batches to a Contractor based on availability, turnaround time for completion of tasks, experience and other factors relevant to the task. The City does not guarantee either a minimum volume of work or a specific volume of work under this Contract.

The Contractor will be contractually obligated to use the fees included in their proposal to generate costs for individual batches solicited by the City under this Contract. Proposals shall include a project schedule and a list of all project unit price items and quantities estimated for the work for a particular batch.

Contractor shall submit deliverable reports for all inspections within 2 weeks of completing the field work. Contractor may apply for a time extension through a written request to the City if there are extenuating circumstances related to volume of data.

A new project batch will not be assigned until substantial completion of a previously assigned batch, as determined by the project engineer.

C. Scope of Work

A typical sewer inspection and cleaning project performed under the proposed contract will involve the following process:

1. Review any drawings, specifications, reports, etc. provided by City staff on the proposed project area.
2. Visit the project site with City staff and identify a preliminary scope of work including maintenance of traffic requirements.
3. Develop and agree on a final scope of work.
4. Provide schedule and quote of estimated quantities. Submit to City staff for review and approval.
5. Obtain written approval from the City for implementation of the task.
6. Apply for and obtain all necessary permits.
7. Perform all work necessary.
8. Submit data deliverables and final project quantities.
9. City staff will review all deliverables prior to final sign off. Contractor to address all identified deficiencies in the work and deliverables.

D. Requirements

1. Ability to work effectively with the City's Public Works Unit staff with respect to any of the inspection or cleaning services required by the City.
2. Ability to work effectively with other City units and regulatory agencies.
3. The ability to function in a support role to the Public Works Unit. The contractor's services will be utilized for activities that exceed the staffing level or expertise of the Public Works Unit.

E. Standard Specifications

All work performed under this Contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Advertisement. All work under this Contract which is not included in these Standard Specifications, or which is performed using

modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications provided during the implementation of individual tasks under this Contract.

Copies of the Standard Specifications can be downloaded from the following web link.

<https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

**EXHIBIT B
COMPENSATION**

Item	Description	Unit	Estimated Quantity	Rogue
Section 1- General Conditions				
1	Scheduling, organizing, planning, etc.	LS	1	\$10,000.00
Section 2 - Sewer Inspection, CCTV				
2	Pre- Cleaning Sewer Video Inspection, 6" to 12" Dia.	LF	300,000	\$1.18
3	Pre- Cleaning Sewer Video Inspection, 13" to 23" Dia.	LF	40,000	\$1.00
4	Pre- Cleaning Sewer Video Inspection, 24" to 36" Dia.	LF	15,000	\$1.00
5	Pre- Cleaning Sewer Video Inspection, 37" to 90" Dia.	LF	1,000	\$1.25
6	Post- Cleaning Sewer Video Inspection, 6" to 12" Dia.	LF	50,000	\$0.50
7	Post- Cleaning Sewer Video Inspection, 13" to 23" Dia.	LF	20,000	\$0.50
8	Post- Cleaning Sewer Video Inspection, 24" to 36" Dia.	LF	10,000	\$0.50
9	Post- Cleaning Sewer Video Inspection, 37" to 90" Dia.	LF	1,000	\$1.00
Section 3 - Sewer Inspection, Multi-Sensor				
10	Multi-Sensor Sewer Inspection, 24" to 36" Dia.	LF	5,000	\$16.00
11	Multi-Sensor Sewer Inspection, 37" to 90" Dia.	LF	2,000	\$16.00
Section 4 - Sewer Inspection, Sonar				
12	Sonar Sewer Inspection, 6" to 12" Dia.	LF	4,000	\$9.00
13	Sonar Sewer Inspection, 13" to 24" Dia.	LF	4,000	\$9.00
14	Sonar Sewer Inspection, 25" to 36" Dia.	LF	4,000	\$9.00
Section 5 – Culvert Inspection, CCTV				
15	Culvert Video Inspection, 12" to 23" Dia.	EA	50	\$500.00
16	Culvert Video Inspection, 24" to 36" Dia.	EA	50	\$500.00

17	Culvert Video Inspection, 37" to 90" Dia.	EA	10	\$500.00
18	Culvert Video Reverse Inspection	EA	50	\$150.00
Section 6 - Manhole Inspection				
19	Manhole Video Inspection, 3D Scan	EA	50	\$250.00
20	Buried Manhole locate and mark	EA	15	\$50.00
Section 7- Sewer Cleaning				
21	Normal Sewer Cleaning, 6" to 12" Dia.	LF	30,000	\$0.75
22	Normal Sewer Cleaning, 13" to 23" Dia.	LF	12,000	\$1.00
23	Normal Sewer Cleaning, 24" to 36" Dia.	LF	7,000	\$1.50
24	Normal Sewer Cleaning, 37" to 90" Dia.	LF	9,000	\$2.00
25	Heavy Sewer Cleaning, 6" to 12" Dia.	LF	20,000	\$1.00
26	Heavy Sewer Cleaning, 13" to 23" Dia.	LF	8,000	\$2.00
27	Heavy Sewer Cleaning, 24" to 36" Dia.	LF	3,000	\$4.00
28	Heavy Sewer Cleaning, 37" to 90" Dia.	LF	1,000	\$5.00
Section 8 – Green Infrastructure Cleaning				
34	Weir Wall Cleaning	EA	10	\$500.00
Section 9 – Traffic Control				
35	Temporary Traffic Control, Standard	Day	25	\$1,000.00
36	Temporary Traffic Control, Complex	Day	15	\$2,000.00
37	Temporary Traffic Control, Special	Day	10	\$2,000.00
Section 10 – Mobilization				
38	Mobilization, Emergency	LS	5	\$500.00
39	Mobilization, Non-Emergency	LS	45	\$250.00

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
\$2,000,000 Completed Operations Aggregate
 3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess,

including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

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