

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
STANTEC CONSULTING MICHIGAN, INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL 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 Stantec Consulting Michigan, Inc. ("Contractor"), a(n) Michigan Corporation, with its address at 3754 Rancho Drive, Ann Arbor, MI 48108. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Water Treatment Service Unit.

Contract Administrator means Sr. 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 WTP Professional Engineering Services, RFP 20-18.
Project name

II. DURATION

Contractor shall commence performance on July 1, 2020 ("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.

Subject to the availability of funding, the Agreement may be extended at the City's option for up to two additional one-year periods subject to the same terms and conditions, except fees, rates, and unit prices which may be adjusted by agreement. If the City elects to exercise its option to extend, written notice of same shall be provided to the Contractor no later than 60 days before the end of the original or extended term, after which the Contractor shall have 30 days to respond in writing that it agrees to the extension and stating the agreed upon fee and unit price adjustments. Failure to respond as provided may result in the City reissuing the professional services for bid. The City Administrator is authorized to execute, on behalf of the City, an extension agreement.

III. SERVICES

- A. The Contractor agrees to provide Professional Consulting Engineering Services
Type of service
("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 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.

It is further agreed that for projects/tasks involving work on dam or bridge structures only, the Consultant's total liability for all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligent misrepresentation and breach of Contract, shall be strictly limited to five million dollars (\$5,000,000.00).

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 effect its right to require strict performance of this Agreement.

XIII. NOTICE

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

Stantec Consulting Michigan, Inc.
Attn: Brian Simons, PE
3754 Ranchero Drive
Ann Arbor, MI 48108

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

City of Ann Arbor
Attn: Glen Wiczorek, WTP Senior Utilities Engineer
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

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.

FOR CONTRACTOR

By _____
Brian Simons, PE
Its
Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig Hupy, Public Services Area Administrator

Tom Crawford, Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

(Insert/Attach Scope of Work & Deliverables Schedule)

SCOPE OF WORK

Mirroring the Scope of Work in Section II of the RFP, the technical engineering and consulting services to be provided may include:

1. Preparation of plans and specifications for construction projects varying in complexity, for a portion or the entire project. Services may include preliminary plans and cost estimates, necessary field work, drafting, design, surveying, bid assistance, construction inspection, and project management.
2. Preparation of specialized engineering studies on a variety of subjects including, but not limited to, drinking water treatment, storage, and pumping; recreational and hydroelectric dam regulatory compliance, maintenance and operation; and construction feasibility studies.
3. Administration and oversight of hydroelectric and recreational dam regulatory requirements. Services may include review, planning and response to current and proposed dam and hydroelectric requirements, coordination and communication with FERC and MDEQ, preparation of materials and reports.
4. Preparation of MDEQ Act 399 Permit Applications for public water system projects.
5. Preparation of MDEQ/USCE Joint Permit Applications and Part 301 Permit Applications for construction or alteration of Waters of the State and wetlands, respectively.
6. Coordinate, facilitate and/or attend project-related meetings, such as pre-bid, pre-construction and project progress, and project closeout meetings.
7. Construction administration and engineering including, but not limited to review and approval of material submittals, daily construction observation and documentation, coordinating contractor's work and preparation of Engineer's Certificates.
8. Surveying activities including, but not limited to topographic survey, title search, easement legal description preparation, construction staking and cut-sheet preparation.
9. Preparation of punch lists.
10. Preparation and/or coordination of training programs for Water Treatment Services staff on new equipment, processes, or technologies implemented at the Water Treatment Plant, dams or associated facilities.
11. Preparation and/or coordination of Operation and Maintenance Manuals and Standard Operating Procedures for Water Treatment Plant or dam equipment, processes, or technologies.

DETAILED SCOPE OF WORK

Utilizing information contained in Section II Scope of Work section of the RFP and Stantec's understanding of the work, we propose to provide at a minimum, the Scope of Services identified below.

Portions of the scope of services may not be required depending on whether the project involves engineering, project management, construction administration and/or construction observation. Stantec is prepared to provide this scope on projects including, but not limited to water treatment facilities, recreational and hydroelectric dams, pump stations, storage tanks, masonry buildings and concrete structures, and any other activities within the reach of the Water Treatment Services Unit.

Task 1 - Project Kickoff

No matter the type or scope of a project, up front work and preliminary investigations are required to ensure that every new project begins with a clear, concise understanding – one that reflects the Owner's specific needs. We therefore employ the following steps for each new project.

- A. A general service contract is not an invitation to have poor control over the budget. As with all general services contracts, Stantec prepares a detailed scope and fee to adhere to. These steps will be followed during the kickoff of all projects with the City, regardless of size.
 1. Meet with City Staff to define the objectives, key issues, challenges and scope of work.
 2. Visit the project site as necessary.
 3. Develop a detailed task-by-task work plan and fee schedule spreadsheet. Assign applicable staff, hours and associated costs to each task.
 4. Present cost efficient ideas to offer savings to the Owner.
 - Can scope of work accommodate the use of a junior staff member with senior oversight?
 - Can we work in conjunction with City staff, utilizing the skills and availability of City employees?
 5. Prepare project schedule taking into consideration the Owner's needs. Identify milestones for items such as Owner reviews, permitting, bidding, City Council approval (if necessary) and start of construction.
 6. Present our proposal to the City, receive comments and revise accordingly.
- B. Review available background information including record drawings, existing reports and City GIS data for the project area, etc.
- C. Prepare any special engineering reports and studies relative to the type of work to be performed (such as traffic analysis, pavement analysis, and water pressure/flow analysis) and as requested by the City.
- D. Contact and coordinate with utility companies relevant to the project.
- E. Coordinate with the FERC and MDEQ, project stakeholders and any other agency or entity determined to be relevant to the project. Facilitate and or attend public informational meetings.

Task 2 - Plans and Specifications

For all engineering projects requiring plans and specifications, Stantec will perform the following sequence:

- A. Prepare preliminary reports and identify alternatives.
- B. Prepare cost estimates at each major project stage (Conceptual, 30%, 60%, 90%)
- C. Prepare front end documents based on City's current standard, bid form (unit price or lump sum), advertisement, etc.
- D. Prepare detailed specifications (30%, 60%, 90%) per City Standards.
- E. Prepare project plans and details (30%, 60%, 90%) per City Standards.
- F. Allow for adequate review time by City staff. This review time shall be built into the overall project schedule.
- G. Incorporate City's comments.
- H. Prepare agency permits and secure permit. Permit fees to be paid for by the City.
- I. Conduct regular progress meetings, informal coordination meetings and meeting minutes.
- J. Bid Assistance as needed:

1. Coordinate with the City on all bidding arrangements for the project.
2. Work with the City on all advertisement postings and bid documents for prospective bidders.
3. Coordinate and facilitate a pre-bid meeting.
4. Field questions and prepare addenda, if necessary.
5. Attend bid opening, review bids for the project and recommend award to the City.
6. Prepare contract documents for execution; review contractor's insurance, bonds and endorsements.

Task 3 - Construction Administration/Project Management

Construction administration tasks shall include including document review, communication with the regulatory agency, meeting facilitation and preparation and submittal of correspondence, engineering drawings, studies and reports. Stantec will provide construction administration as necessary to maintain compliance with FERC and MDEQ dam safety requirements.

Stantec further understands the City of Ann Arbor seeks contract administration comprising the performance of all general field services required for construction projects. Tasks shall include construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of shop drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and preparation of final payment.

Task 4 - Construction Inspection

Stantec will provide sufficient engineering supervision and full time/part time inspection staff to assure that each element of a project is constructed in keeping with the City of Ann Arbor approved plans and specifications. Staffing levels for each construction project shall be agreed upon with City. Once assigned to the project, inspection personnel will not be removed from, or added to the project without written authorization of the City's project manager.

Stantec's Construction Services include bituminous paving inspection, concrete paving inspection, storm sewer and storm detention facilities inspections, grading inspections for site commercial and residential, roads, drains, sewers, and detention facilities. Sanitary sewer construction inspection, including main and services. Water main construction inspection. Inspection of trenchless construction including, jack and bore, directional drill, cured in place lining systems and inserted repair sleeves. Structural concrete inspections for building components, dams, bridges, and earth retention systems. Nonmotorized facilities including bituminous concrete and brick paver pathways. Inspections of earth and subgrade stabilization using geofabrics, grids and cellular confinement.

Task 5 – As-built Construction Plans

Stantec will provide the City with complete as-built plans.

- A. Obtain original electronic format contract plans from the City, if available.
- B. Document all plan changes, extra work, revision to notes, etc. as project work progresses.
- C. Collect and confirm all field changes, develop appropriate as-constructed notes
- D. Develop/draft the as-built drawings, review and approve the as-built plans.

- E. The as-built plans will conform to the City's Standard Specifications and will be provided to the City of CD or other approved media. Electronic versions of the as-built plans will be provided in both PDF and AutoCAD 2013 formats. Asbuilt plans will be provided within one month of completion of the project.

Task 6 – On Call Response Services

Stantec will provide 24-hour access to engineering and inspection support services in the event of an emergency that requires engineering consultation. A primary point of contact will be provided to the City along with secondary contacts, should the primary contact be unavailable.

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.

The fees for services shall be determined for each task, per RFP No. 20-18 and based upon the fee schedule provided in the Contractor's proposal. Fees/rates shall be held and maintained for up to three (3) years. The total amount of fees to be paid under this Agreement shall not exceed \$500,000.00.

(insert/Attach Negotiated Fee Arrangement)

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.