

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
OHM ADVISORS, INC.
AND THE CITY OF ANN ARBOR
FOR PAVEMENT CONDITION RATING 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 OHM Advisors, Inc. ("Contractor"), a Michigan Corporation, with its address at 355 S. Zeeb Road, Suite A, Ann Arbor, MI 48103. 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/Engineering.

Contract Administrator means Nicholas Hutchinson, City 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 PASER Pavement Condition Rating Services, RFP No. 19-20.

II. DURATION

Contractor shall commence performance April 6, 2021 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide PASER Pavement Condition Rating Services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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

IV. INDEPENDENT CONTRACTOR

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

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

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor

written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently 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:

OHM Advisors, Inc.
Robert Czachorski, PE, Principal
34000 Plymouth Road
Livonia, MI 48150

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

City of Ann Arbor
Craig Hupy, 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

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 _____

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, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Target schedule for performance of the first year of condition ratings is mid to late fall of 2021 after the City has substantially finished its pavement treatments for the year but before snowfall. This contract will include pavement rating services for the years 2021, 2023, and 2025.
2. The chosen Firm must download LDC software from the Roadsoft website to a Firm-owned laptop capable of running the software (see needed capabilities described on the website).
3. The City will provide Firm with an LDC export of a Roadsoft filter that includes all pavement segments to be PASER rated.
4. Firm shall rate all such pavement segments utilizing the PASER rating system, input data to the LDC, and create an export file daily. The Firm must review all work for completeness before transmitting files to the City. The chosen Firm will propose a quality assurance process to be reviewed and approved by the City prior to commencement of work to assure seamless transmittal of data.
5. Once all segments have been rated, and all export files reviewed and approved by the City, the Firm will develop a series of statistical reports designed to depict the overall condition of the City's pavement system. The City will furnish all applicable 2017 and 2019 reports needed for comparison. Those reports will include at a minimum:
 - a. A spreadsheet report comparing each pavement segment's current PASER score to its previous PASER scores. This is intended for staff use.
 - b. Tabular and graphic figures suitable for public presentation summarizing the total centerline miles of pavement in each PASER condition rating group (1-10) with side by side comparison to previous figures.
 - c. Tabular and graphic figures suitable for public presentation as per b. above but prepared separately for the Act 51 Major and Local streets.
 - d. Tabular and graphic figures suitable for public presentation summarizing the centerline miles of pavement in the following PASER rating categories (7-10, 5-6, and 1-4) with side by side comparison to previous figures.
 - e. Tabular and graphic figures suitable for public presentation as per d. above but prepared separately for Major versus Local streets.
6. As an Optional service, the City may wish to utilize the services of the chosen Firm to assist with revisions to the City's MDOT approved Pavement Asset Management Plan and associated Roadsoft Asset Management functions. These services will be provided in accordance with the rate schedule provided in Exhibit B, in the event the City should elect to utilize such services in addition to the services per Items in 1 through 5 of this Section.

February 18, 2021

Nick Hutchinson
City Engineer
City of Ann Arbor
100 N. Fifth Ave #4
Ann Arbor, MI 48104

RE: Roadsoft and Transportation Asset Management Planning Assistance

Dear Mr. Hutchinson:

Thank you for the opportunity to submit this proposal for professional services to assist the City of Ann Arbor with the road network modeling, condition forecasting and performance metrics.

PROJECT UNDERSTANDING

The City of Ann Arbor experienced difficulties with the network modeling optimization tool within the Roadsoft software when they prepared their Transportation Asset Management Plan. The City worked directly with the Local Agency Technical Assistance Program (LTAP) to address this issue. This assistance allowed the City to meet the requirements for the Transportation Asset Management Plan submittal.

Moving forward, the City is seeking additional assistance with this software and modeling tool. Assistance is needed to refine the modeling input parameters to improve the forecasting output, as well as with refining the raw model output data to include complexities of the City's system that are not captured by the model algorithms. Further, the City is seeking assistance in evaluating the performance metrics and associated target values that should be considered.

SCOPE OF SERVICE

TASK 1: Roadsoft Modeling Technical Evaluation

- Evaluate the deterioration curves and make recommendations for adjustments to more closely match deterioration rates experienced by the City of Ann Arbor and other regional communities.
- Review the treatments and costs and provide feedback to the City on suggested adjustments.
- Rerun the model following the above adjustments and compare against the previous model output.
- Evaluate the raw model output treatment distribution between maintenance, rehabilitation, and reconstruction
- Adjust the raw model output to account for the adjustments to the strategy
- Prepare condition projection line graphs and condition distribution stacked bar graphs for the adjusted model
- Meet with the City to discuss the findings

Task 1 Deliverable: Technical memorandum detailing the work that was done to refine the network condition projections, including identifying the adjustments to deterioration assumptions, costs and treatments (model input parameters), adjustments to the recommended strategies (model output), and the resulting projections (graphs).



TASK 2: Performance Metrics Assistance

- Provide guidance for the City's use in establishment and/or evaluation of network condition performance metrics and goals.

Task 2 Deliverable: Technical memorandum including:

- Discussion on PASER condition ratings and their use/perception from an engineering and community engagement perspective (public expectations)
- Discussion on common goal metrics for other communities in southeast Michigan
- Discussion on recommended goal metrics: average PASER, system condition distribution, RSL, etc.

TASK 3: Council Presentation Assistance

- Prepare Powerpoint presentation slides outlining the key points from Task 1 and Task 2 for the City to combine into a presentation to City Council
- Attend one City Council meeting to assist the City with the presentation of the material and answer technical questions from Council

Task 3 Deliverable: Powerpoint slides and attendance at City Council Meeting

FEE

OHM proposes to provide the above outlined professional services on an hourly not-to-exceed basis for the following fee per task:

Task 1: Roadsoft Modeling Evaluation: \$5,200
Task 2: Goal Setting Assistance: \$2,600
Task 3: Council Presentation: \$1,900

Services will be provided in accordance with the attached standard contract terms and conditions.

We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information.

Sincerely,
OHM Advisors

Robert Czachorski, PE
Principal in Charge

Marcus J McNamara
Project Manager

**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 states nature and amount of compensation the Contractor may charge the City.

Below is a summary of the compensation included in this agreement:

Year	Task Summary	Amount
2021	Roadsoft Modeling Evaluation	\$ 5,200
2021	Goal Setting	\$ 2,600
2021	Council Presentation (if needed)	\$ 1,900
2021	Pavement Condition Ratings	\$ 17,600
2023	Pavement Condition Ratings	\$ 18,700
2025	Pavement Condition Ratings	\$ 19,800
TOTAL		\$ 65,800

FEE PROPOAL

Project Costs

PASER PROGRAM YEAR	LUMP SUM
2019	\$16,600
2021	\$17,600
2023	\$18,700
2025	\$19,800

FEE PROPOSAL
2019 Hourly Rates

HOURLY RATES 2019	STAFF	PUBLIC
Professional Engineer IV/Architect IV		\$175.00
Professional Engineer III/Architect III		\$158.00
Professional Engineer II/Architect II		\$145.00
Professional Engineer I/Architect I	S. Bos	\$133.00
Graduate Engineer IV		\$138.00
Graduate Engineer III		\$130.00
Graduate Engineer II	K. Selter	\$125.00
Graduate Engineer I		\$115.00
Graduate Architect III/Landscape Architect III		\$125.00
Graduate Architect II/Landscape Architect II		\$105.00
Graduate Architect I/Landscape Architect I		\$95.00
Technician IV		\$132.00
Technician III		\$115.00
Technician II		\$98.00
Technician I		\$78.00
Engineering/Architectural Aide		\$62.00
Professional Surveyor III		\$158.00
Professional Surveyor II		\$145.00
Professional Surveyor I		\$132.00
Graduate Surveyor		\$113.00
Surveyor III		\$110.00
Surveyor II		\$102.00
Surveyor I		\$82.00
Surveyor Aide		\$60.00
Planner IV	M. McNamara	\$158.00
Planner III		\$135.00
Planner II		\$115.00
Planner I		\$90.00
Planner Aide		\$62.00
Graphic Designer		\$108.00
Administrative Support		\$68.00
Clerical Aide		\$55.00
Principal	R. Czachorski	\$200.00
Sr. Associate		\$190.00
Associate		\$178.00

**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 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.