



ACCESS CUSTOMER SUPPORT

Date:	8-7-2025
Proposal No	303SN-25-0807
Contact	Adam Smith
Phone	734-466-2260
Fax	
Email	asmith@a2gov.org
Term	

LIEBERT SYSTEM SERVICE

Location: Ann Arbor WWTP
Contact: Adam Smith
Site Address: 49S Dixboro rd.
City/State/Zip: Ann Arbor, MI 48105

Bill To: _____
Contact: _____
Address: _____
City/State/Zip: _____

ACCESS MICHIGAN LLC agrees to furnish all labor, material and supervision necessary to perform regularly scheduled maintenance as outlined below. To be performed by a **Liebert factory trained technician**.

Subject – Liebert Repairs
M# VS042KSAE0041A
S# C14F8H0042

Scope of work –

- Lock out Tag out Power to Unit
- Recover refrigerant from both circuits
- Recover glycol into clean barrels
- Cut out and remove failed evaporator coil
- Provide and install new OEM evaporator coil
- Pressure test and vac down
- Recharge with 407C that we recovered and top off with virgin if needed
- Refill system back up with recovered glycol
- Perform start up and test operation

Price - \$35,000.00



ACCESS CUSTOMER SUPPORT

Subject – Liebert Repairs found during recent preventative maintenance visit

Pump Package 1

M# D2A

Scope of work –

- Lock out Tag out Power to Unit
- Provide and replace glycol pump contactors
- Add glycol to system to alleviate flow switch/standby pump issues with glycol already onsite
- Startup & test for proper operation

Total Price - \$1,150.00

APPROVED - _____

Condenser-1 2nd Floor Electrical Room

M# CSF083-ZS5910

S# C14G2F1690

Scope of work –

- Lock out Tag out Power to Unit
- Provide and replace P66 fan speed controller and fan contactor
- Charge may need to be adjusted after fan issue is alleviated. This would be an additional charge, if needed
- Startup & test for proper operation

Total Price - \$1,900.00

APPROVED - _____

Condenser-1 2nd Floor Electrical Room

M# CSF083-ZS5910

S# C14G2F1690

Scope of work –

- Lock out Tag out Power to Unit
- Perform leak check on condenser, fan is not ramping down properly
- Startup & test for proper operation

Total Price - \$1,610.00

APPROVED - _____



ACCESS CUSTOMER SUPPORT

PDX-2 Office Building
M# BU067ASADE0017A
S# N14F740160

Scope of work –

- Lock out Tag out Power to Unit
- Provide and replace reheat elements
- Provide and replace reheat contactors
- Provide and replace compressor contactor
- Startup & test for proper operation

Total Price - \$3,189

APPROVED - _____

PDX-3 (CEB-ACU 1) – near generator room
M# BU067ASADE0010A
S# N14F740159

Scope of work –

- Lock out Tag out Power to Unit
- Provide and replace reheat elements
- Provide and replace reheat contactors
- Provide and replace compressor contactor
- Startup & test for proper operation

Total Price - \$3,189

APPROVED - _____

Grand Total for all Repairs \$46,038.00



ACCESS CUSTOMER SUPPORT

Payment terms are Net 30 days from date of invoice. This agreement contains the entire program and shall become effective upon acceptance by Customer and commencement of services. Access Customer Support LLC maintenance service terms and conditions shall become effective upon acceptance by customer. Refer to attached for terms and conditions.

Signature ***Theresa Paros/Steve Nowak***
Name Theresa Paros/Steve Nowak
Date 8-7-2025

Accepted By:
Customer _____
Signature _____
PO# _____
Date _____

Maintenance Services Terms and Conditions

Access Customer Support LLC. is herein referred to as "Access Customer Support Inc." The person or entity purchasing maintenance services is herein referred to as "Customer". Access Customer Support LLC. agrees to provide and Customer agrees to accept maintenance services for those Customer products and equipment ("Equipment") set forth in the Schedule(s) (individually or collectively the "Schedule") to these Terms and Conditions, or as listed on the attached Proposal for Service ("Proposal"), as applicable. Such services will be provided in accordance with these Terms and Conditions and the particular maintenance plan and services ("Maintenance Plan") selected by Customer, in consideration for Customer payment of the appropriate Maintenance Plan fees, as set forth in the Proposal or Schedule to these Terms and Conditions, and any other applicable fees as described herein.

1. **Maintenance Plan:** Maintenance Plans may include: a) **Scheduled Periodic Maintenance:** Service may include: lubrication, adjustment and replacement of unserviceable parts and such other services as may be required by the particular Equipment. Services will be provided at times mutually agreed upon by Access Customer Support LLC. and Customer so as to minimize interference with Customer's use of the Equipment; b) **Unscheduled On-Call Periodic Maintenance:** Service includes adjustment and replacement of unserviceable Equipment parts as the Access Customer Support LLC. Customer Service technician determines necessary; c) **Conforming Maintenance:** Service includes maintenance of Equipment in accordance with manufacturers' written instructions, including the installation of mandatory safety engineering changes as may be required by a manufacturer; d) **Diagnostic Assistance:** Service includes assisting Customer in determining origin of Equipment problems, reading log outs and testing and running of diagnostics to isolate a failing unit; e) **Monitoring:** Remote monitoring of Access Customer Support LLC. monitoring equipment installed at the Customer's site and initiation of agreed upon response plans when an alarm occurs; f) **Service**

Management: Management of service activities not directly provided by Access Customer Support LLC. , i.e., services provided under items (a) through (e). Service management includes management of multiple vendors providing the above services, consolidation of other service selected in the Maintenance Plan.

If Customer requests a service which is not included in the Maintenance Plan selected by Customer, Customer will be billed for such service at Access Customer Support Inc.'s then prevailing labor and materials rates. Customer may elect to change Maintenance Plans if: a) Customer provides written notice of same to Access Customer Support LLC. at least ninety (90) days prior to the desired effective date of the change and b) a new Schedule or Proposal is executed by Customer and accepted by Access Customer Support LLC. within this same period of time. Upon completion of a) and b) above, the substitute Maintenance Plan selected by Customer shall become the Maintenance Plan hereunder.

2. **Parts:** If provided for in the Maintenance Plan selected by Customer, Equipment parts in need of replacement will be removed by Access Customer Support LLC. and replacement parts installed free of charge. Parts removed become the property of Access Customer Support LLC. Under other Maintenance Plans which Customer may select, parts which Access Customer Support LLC. determines require replacement will be furnished at Access Customer Support LLC. 's then prevailing materials rate. Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER, unless such warranty is provided in other agreements.

3. **Payment:** Maintenance Plan fees will be billed by Access Customer Support LLC. to Customer annually in advance, or as may otherwise be provided for in the Schedule or Proposal, and will be assessed commencing with the later of: a) if the Equipment is new and start-up of the Equipment has not yet occurred, the start-up date of the Equipment as determined by Access Customer Support LLC. or b) the date specified in the Schedule or Proposal. All Maintenance Plan fee payments, or other payments

that may be due hereunder, are due thirty (30) days from date of invoice. Payments not received within thirty (30) days from date of invoice shall be subject to a late payment charge of one and one-half percent (1 1/2%), or the maximum charge allowed by law; whichever is less. Access Customer Support LLC. reserves the right to increase Maintenance Plan fees upon ninety (90) days prior written notice of same to Customer, but in no-case will Access Customer Support LLC. increase the Maintenance Plan fees for identical services more than once every twelve (12) months.

4. **Taxes:** Customer will be responsible for payment of any additional amounts needed to pay any taxes, however designated or levied, applicable to any parts or services provided hereunder exclusive, however, of taxes based on the net income of Access Customer Support LLC.

5. **Billable Services:** Additional charges will be billed to Customer, at Access Customer Support LLC. 's then prevailing labor and material rates, for any of the following: a) Any services not provided for in the Maintenance Plan selected by Customer; b) Any Maintenance Plan services performed at times other than Access Customer Support LLC. 's normal service hours if extended service hour coverage is not provided for in the Maintenance Plan selected by Customer; c) Service necessary to return Equipment to proper operating condition as a result of Customer or Customer's representatives attempts to maintain/repair the Equipment; d) Service to repair damage to Equipment as a result of: i) misuse, neglect, accident; ii) use of other non-covered equipment with Equipment covered by these Terms and Conditions; iii) catastrophe or any other causes external to Equipment; iv) failure to maintain facilities and Equipment in a reasonable manner v) failure to operate Equipment in accordance with applicable specifications; e) If reasonable site and Equipment access is denied the Access Customer Support LLC. service representative; f) If it is necessary, due to local circumstances, hire an outside contractor; Access Customer Support LLC. service personnel will provide supervision only and the cost of such contract labor will be charged to Customer; g) If Equipment is

modified by Customer, including, but not limited to changes in specifications and incorporation of attachments or other features.

6. **Trip Charge:** Trip charges will be billed to customer for any of the circumstances listed in section 5 above. Trip charges are as follows: a) \$130.00 for work performed in Oakland, Wayne and surrounding Areas; b) \$1.00 per mile from shop to destination plus technicians prevailing labor rate for work performed at locations outside of item a) above.

7. **Movement of Equipment:** Customer agrees to provide Access Customer Support LLC. with ninety (90) days prior written notice of any change in location or material rearrangement of the Equipment. If Access Customer Support LLC. restarts the Equipment or provides relocation assistance to Customer, Customer will be charged for such services at Access Customer Support LLC. 's then prevailing labor and materials rates.

8. **Exclusions:** Maintenance Plan services to be provided hereunder do not include: a) Maintenance or repair of accessories, attachments, features or other devices not covered by the Maintenance Plan; b) Electrical work external to the Equipment; c) Equipment painting and exterior finish; d) Daily Equipment operations; e) Installation of new equipment or modifications, updates, or revisions to existing Equipment; f) Removing, replacing, or refinishing any part of the building structure or other objects restricting access to the Equipment; g) Service which is impractical for Access Customer Support LLC. to render because of alterations to the Equipment; h) Service which is precluded by federal, state, local government or trade association regulations or contractual standards.

9. **Access to Equipment:** Customer shall provide Access Customer Support LLC. service personnel ready access to the Equipment site, subject to Customer's reasonable internal security and safety rules, and adequate work space and facilities to perform Maintenance Plan services. Actions and expenses necessary to provide Access Customer Support LLC. access to Equipment to include building structure alteration, repair, or movement/replacement of other equipment are the

responsibility of Customer. Access Customer Support LLC. shall have no responsibility or liability for any costs, expenses, or damages arising from Customer failure to provide access.

10. Access Customer Support LLC. Materials: Access Customer Support LLC. reserves the right to place materials on Customer premises that are to be used in the provision of Maintenance Plan services or installed in the Equipment. Customer hereby acknowledges that such materials remain the property of Access Customer Support LLC. until installed in the Equipment and agrees to take no action that will jeopardize Access Customer Support Inc.'s rights of ownership in such materials. If Access Customer Support LLC. materials placed on Customer property are damaged, destroyed or stolen due to the intentional acts, negligence or failure to act of Customer, its employees, agents, or invitees, Customer shall reimburse Access Customer Support LLC. for such loss in an amount equal to the full replacement value of such materials. Access Customer Support LLC. shall remove any Access Customer Support LLC. materials placed on Customer premises within a reasonable time, not to exceed sixty (60) days, after the cancellation of this maintenance agreement.

11. Subcontractors: Access Customer Support Inc., in its sole discretion, reserves the right to subcontract to others Maintenance Plan services or other repairs or services to be performed under these Terms and Conditions.

12. Safety Personnel: If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during Maintenance Plan services or other services, Customer shall be responsible for advising Access Customer Support LLC. of same and providing for such a person at the Equipment site at Customer cost. If Access Customer Support LLC. agrees, in writing, to provide for a safety person, Customer will be billed for such person's time at Access Customer Support Inc.'s then current labor and materials rates.

13. Cancellation: This Maintenance Agreement is subject to cancellation by Access Customer Support

LLC. if the conditions specified herein are not met by Customer, or if Customer becomes insolvent or bankrupt. In such event, Access Customer Support LLC. is under no obligation to pay Customer for any expenses, costs, claims, or liabilities incurred and Access Customer Support LLC. may retain any portion of the Maintenance Plan fees prepaid by Customer as liquidated damages. Access Customer Support LLC. retains all rights to any other legal remedies it may have against Customer. Customer may cancel Maintenance Plans billed on an annual basis upon sixty (60) days prior written notice to Access Customer Support LLC.

14. Limitation of Liability: ACCESS CUSTOMER SUPPORT LLC. 'S LIABILITY FOR FAILURE OF PERFORMANCE HEREUNDER SHALL BE CORRECT PERFORMANCE OF SERVICES INCORRECTLY PERFORMED. IN NO EVENT SHALL ACCESS CUSTOMER SUPPORT LLC. 'S LIABILITY EXCEED THE TOTAL CHARGES PAID BY CUSTOMER FOR MAINTENANCE PLAN SERVICES OR OTHER SERVICES PROVIDED HEREUNDER. ACCESS CUSTOMER SUPPORT LLC. ASSUMES NO OTHER LIABILITY NOR PROVIDES ANY INDEMNIFICATION EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR IN THESE TERMS AND CONDITIONS.

15. Consequential Damages: IN NO EVENT SHALL ACCESS CUSTOMER SUPPORT LLC. ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

16. Warranties: ACCESS CUSTOMER SUPPORT LLC. 'S OBLIGATIONS HEREUNDER ARE IN LIEU OF AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Force Majeure: Access Customer Support LLC. shall not be liable or responsible for cost, expense or damage due to a delay in the performance of services

hereunder, where such delay is due to causes beyond its reasonable control, including, but not limited to natural disasters, acts of government after the date of these Terms and Conditions, power failure, acts of God, labor disputes, riots, acts of war, epidemics, or material and transportation shortages.

18. **Non-Solicitation:** Customer shall not solicit, directly or indirectly, or employ any employee of Access Customer Support LLC. for the term of the Maintenance Plan, during the period any other such services are being provided to Customer and for a period of one (1) year after the expiration or termination of the Maintenance Plan or services.

19. **Governing Law:** These Terms and Conditions shall be governed by and performance construed in accordance with the laws of Wisconsin.

20. **Severability:** If any section or part of these Terms and Conditions is or becomes illegal, unenforceable or invalid, then the such part or section shall be struck from these Terms and Conditions and shall not affect the remaining parts or sections.

21. **Successors and Assigns:** All covenants and provisions contained in these Terms and Conditions shall bind and inure to the benefit of the parties and their respective successors and assigns.

22. **Authority:** Customer represents to Access Customer Support LLC. that it is the owner of the Equipment or, if not the owner, that it has full authority to enter into these Terms and Conditions.

23. **Modifications:** Except as may be specifically provided for herein, any agreement which modifies, changes or supplements these Terms and Conditions, or any documents referenced herein, shall only be valid if in writing and signed by a duly authorized representative of Access Customer Support LLC.

24. **Statute of Limitations:** No action arising out of these Terms and Conditions shall be brought by either party more than one (1) year after the cause of action has accrued, except that any action for nonpayment may be brought within two (2) years of the date payment was due.

25. **Complete Agreements:** These Terms and Conditions, which include any Schedules and/or Proposals attached hereto, represent the entire final and complete agreement between the parties with

respect to the subject matter herein and supersede all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.