

**GENERAL SERVICES AGREEMENT BETWEEN
WEST SHORE SERVICES, INC.
AND THE CITY OF ANN ARBOR
FOR SIREN REPAIRS, UPGRADES, AND MAINTENANCE**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and West Shore Services, Inc. ("Contractor"), a Michigan Corporation with its address at 6620 Lake Michigan Drive, Allendale, MI 49401, agree as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Ann Arbor Fire Department.

Contract Administrator means Rick Norman, Emergency Management Coordinator, 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 Ann Arbor Siren System, Repairs, Upgrades, and Annual Maintenance.

II. DURATION

This Agreement shall be from the Effective Date until satisfactory completion of the Services specified below unless terminated as provided for in Article XII.

III. SERVICES

- A. The Contractor agrees to provide siren repairs, upgrades, and annual maintenance, as more particularly described in Exhibit A ("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 this Agreement.

The intention of this Agreement 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.

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, to the extent authorized by the enacting resolution. If the changes add to or deduct from the

extent of the Services, the contract sum 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.
- 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 City shall pay Contractor for Siren Repairs, Upgrades, and Maintenance on the basis of the line item pricing listed in Exhibit A. Such Siren Repairs, Upgrades, and Annual Maintenance shall be completed in accordance with Exhibit A. The total fee to be paid the Contractor for the Services shall not exceed Seventy Two Thousand Four Hundred Seventeen Dollars (\$72,417.00). Payment shall be made following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. 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 through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit B, as will protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this contract; 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 B. 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 Contract, 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 Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract 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 contract.

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 perform or firm to submit or not to submit a bid for the purpose of restricting competition.

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 in this Agreement 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:
West Shore Services, Inc.
Jeff Dupilka
6620 Lake Michigan Drive
Allendale, MI 49401

If Notice is sent to the CITY, it shall be addressed and sent to:
City of Ann Arbor
Fire Chief Michael Kennedy
111 N Fifth Ave
Ann Arbor, MI 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 with Exhibits A and B, 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 _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Michael Kennedy, Fire Chief

By _____
Howard S. Lazarus, City Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

Contractor shall complete the requested Siren Repairs and Upgrades (noted in the table below) and the Annual Maintenance (described below) no later than December 31, 2019. The total price for such repairs, upgrades, and maintenance shall not exceed \$72,417, which shall be paid upon the completion of the work in accordance with the terms and conditions of the Agreement.

City of Ann Arbor		
Requested Siren Work for FY2020 –JULY 1, 2019		
CNTRL, DIGITAL, 150-174 MHZ, FURNISH AND INSTALL NEW SIREN CABINET WITH BOARD AND RADIO, INCLUDES NEW BATTERIES. REPLACE TRANSFORMER RECTIFIERS AS NOTED		
RTU	LOCATION AND NOTES	COST
2	Eisenhower Pkwy and S. Main Street - Briarwood <i>ADD TRANSFORMER RECTIFIER</i>	\$ 9,100
4	Platt Road and Washtenaw Avenue – 3001 Washtenaw Avenue <i>ADD TRANSFORMER RECTIFIER</i>	9,100
8	Geddes Avenue and Geddes Heights Drive – 1866 Geddes	7,400
9	Fuller Court west of Huron Parkway – 2881 Fuller Road	7,400
10	Hubbard Street and Green Road – 1501 Green Road	7,400
16	Nixon Road and Haverhill Court – 2800 Nixon Road	7,400
SUB TOTAL		\$ 47,800
OPTION 2 PER QUOTE 1888, INSTALL FMC CONTROLLER PLUS, MOTOROLA VX2100 VHF, MOTOROLA TO FC CONTROLLER DATA CABLE, LABOR		
1	W. Ellsworth and Varsity Drive – 3998 Varsity Drive	\$ 2,181
3	Verle Avenue and Eddy Street – 3478 Eddy Street	2,181
5	Page Avenue and Jewett Avenue – 1412 Jewett Avenue	2,181
6	Las Vegas Drive and Runnymead Blvd – 1481 Las Vegas	2,181
7	Koch Avenue and Third Street – 810 Third Street	2,181
11	Murfin Avenue and Hayward Street – U of M (located on the roof of Fire Station #5)	2,181
18	E. University and Tappan	2,181
SUB TOTAL		\$ 15,267
ANNUAL MAINTENANCE AND BATTERY ALLOCATION TOTAL		\$ 9,350
PROJECT TOTAL		\$ 72,417

Annual Maintenance

Contractor shall provide Annual Maintenance for each of the Siren Sites (listed in Attachment A, which is incorporated herein) in accordance with the following terms:

Contractors shall:

1. Provide preventative maintenance (including inspections and testing) to each of the sirens and associated controls listed in Attachment A before December 31, 2019;
2. Inspections of each siren in Attachment A includes:
 - Visual Inspection of:**
 - Grounding system(s) and junctions
 - AC Service, Disconnect, Fuses and Breakers
 - Utility Pole (Condition and Level)
 - Conduits and weather seals
 - Electrical connections and junctions
 - AC Surge Protection
 - Cabinets, Housings and Coated Surfaces
 - Inspect and Service:**
 - Grease and Transmission Fluid Levels
 - Belts, Gears and Clutch Tension
 - Motors and Collector Bushings
 - High Current Relay(s)/Contactor(s)
 - Test and Adjust:**
 - RF Controller and Radio Communications Integrity (if so equipped)
 - Antenna System
 - Current Sensors (If so equipped)
 - Rotation Transmission Inspection/Testing (if so equipped)
 - Inspect and Test on DC systems: (If so equipped)**
 - Transformer Rectifier
 - DC Chargers, Regulator settings and Limiting Circuit(s)
 - Batteries (If so equipped)
3. Provide all labor, material, equipment use, and travel expenses required to complete each inspection and preventative maintenance work;
4. Provide any needed repairs that are discovered during the inspection and preventative maintenance process that take less than fifteen (15) minutes and require less than ten dollars (\$10.00) worth of parts. Such work shall be completed at the time Contractor is on site at no additional charge. Repairs that exceed these parameters are not covered under this Agreement and an estimate to complete any additional repairs will be

submitted for customer approval prior to completing the work pursuant to a separate work order that is otherwise subject to the terms of this Agreement;

5. Forward a completed copy of each site inspection report to customer within 30 days of inspection;
6. Provide timely recommendations to the City for any additional repairs or upgrades that Contractor discovers or should reasonably discover during annual preventative maintenance, including a cost estimate to complete the work;
7. Replace the battery at every site listed in Attachment A for AC/DC systems during annual preventative maintenance process, as appropriate.

If the City incorporates this Agreement into any future quote for annual maintenance and battery allocation, Contractor shall honor the price of \$425/site (with battery replacement) through 2023.

ATTACHMENT A

Siren Site List

For Inspection and Annual Preventative Maintenance Agreement

Municipality: Ann Arbor

Inspections Period 2019

SITE	STREET ADDRESS	LOCATION DESCRIPTION	BRAND	MODEL	MOUNT
001	3494 Varsity Dr	N:42.229796 W:83.726051	Federal	2001	Pole
002	43 W Eisenhower Parkway	N:42.243305 W:83.749398	Federal	2001	Pole
003	348 Eddy	N:42.237668 W:83.70482	Federal	2001	Pole
004	2998 Washtenaw	N:42.25789 W:83.700751	Federal	2001	Pole
005	1413 Jewett	N:42.254196 W:83.7286	Federal	2001	Pole
006	1492 Las Vegas Dr	N:42.262398 W:83.770983	Federal	2001	Pole
007	843 3 rd	N:42.271338 W:83.753305	Federal	2001	Pole
008	1895 Geddes Ave	N:42.275613 W:83.724964	Federal	2001	Pole
009	2499 Fuller Road	N:42.278992 W:83.702865	Federal	2001	Pole
010	1510 Green Rd	N:42.295094 W:83.692613	Federal	2001	Pole
011	1931 Duffield Dr- Rooftop of Bursley Hall	N:42.293461 W:83.72107	Federal	2001	Roof
012	803 Hillcrest Dr	N:42.289105 W:83.753245	Federal	2001	Pole

SITE	STREET ADDRESS	LOCATION DESCRIPTION	BRAND	MODEL	MOUNT
013	2505 Dexter Ave	N:42.285501 W:83.780969	Federal	2001	Pole
014	1489 Warrington Dr	N:42.309213 W:83.766519	Federal	2001	Pole
015	630 Skydale Dr	N:42.308349 W:83.735688	Federal	2001	Pole
016	2913 Nixon Rd	N:42.314773 W:83.707511	Federal	2001	Pole
017	2524 Devonshire Rd	N:42.269473 W:83.710828	Federal	2001	Pole
018	930 East University Ave	N:42.270042 W:83.73586	Federal	2001	Pole
019	336 Central	N:42.277687 W:83.790067	Federal	2001	Pole
020	408 North 5 th	N:42.284118 W:83.745751	Federal	2001	Pole
021	283 Earhart Rd Concordia Soccer Fields	N:42.276757 W:83.682045	Federal	2001	Pole
022	525 Lambeth Dr	N:42.254668 W:83.756051	Federal	2001	Pole

**EXHIBIT B
INSURANCE REQUIREMENTS**

From the Effective 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

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.

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 contract, 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.