

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this document:

Tax Exemption: The City of Ann Arbor ("City") is tax exempt: FEIN # 38-6004534.

Acceptance of Contract: This purchase order is the City's contract to purchase the goods or services attached to this document from the Vendor attached as Exhibit A ("the Quote") which is expressly incorporated herein, but in the event of any conflict between the Quote and these Terms and Conditions, the latter shall control. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Duration: These Term and Conditions shall remain in effect until satisfactory completion of the services specified in Exhibit A unless terminated as provided in these Terms and Conditions

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

The Quote: In regards to that particular Article 9.b from the Quote, replace the phrase "shall not exceed the Agreement price" with "shall not exceed \$500,000 USD". In regards to Article 18(b), the phrase "Buyer acknowledges that the information Seller submits to Buyer in connection with this Agreement and the confidential and proprietary information. Buyer agrees not to disclose such information to third parties without Seller's prior written consent" is amended to include at the end "except when disclosure is required by any applicable law or governmental entity, provided that Buyer shall notify Seller of any such disclosure in sufficient time to allow Seller to seek a protective order or other available restrictions or limitations on such disclosure." Articles 9(d), 19, 21, 22(b), and 25(g) are deleted. Except as expressly amended herein, the Quote otherwise remains in full force and effect.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods or materials ordered herein that occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Vendor must properly package goods to prevent damage. The City will not accept damaged goods. The City reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at Vendor's cost, with no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If goods sold and delivered to the City hereunder are protected by an applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, subject to and in accordance with Article 9 of the Quote, from and against any and all third-party suits, claims, judgments, and costs instituted or recovered against the City by any person on account of the use or sale of such goods by the City in violation of such patent or copyright.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any right given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the T&C 4/25/23

parties at variance with the terms hereof, nor any payment under this contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations and standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer any part of this contract without the written consent of the City, acting through an authorized agent. Any unauthorized assignment may subject the Vendor to immediate termination.

Laws Governing, Severability: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future law, such term shall be fully severable, and the remaining terms shall not be affected and shall remain in full force and effect.

Prevailing Wage: Vendor must comply with applicable prevailing wage requirements, including the Davis-Bacon Act.

Living Wage: Vendor must comply, when applicable, with the City's Living Wage Ordinance (Chapter 23, City Code).

Non-Discrimination: Vendor must comply with all applicable state, federal, and local non-discrimination laws, including MCL 37.2209 and Chapter 112 of City Code.

Indemnification: To the fullest extent permitted by law but subject to and in accordance with Article 9 of the Quote, the Vendor shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney fees, resulting or alleged to result from any act or omission associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including the Quote attached as Exhibit A, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended and that the quality of services under this Contract shall be of the level of quality performed by persons regularly rendering this type of service.

Payment Terms: The City's payment terms are "net 30." The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices under this contract shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly list item descriptions, quantities, and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the "net 30" begin once the invoice is received by City Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this

contract it will comply with all applicable laws, regulations, rules, and orders.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform, or strictly adhere to any covenant, condition or representation contained within this contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within 10 business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate this contract immediately without the requirement of further notice.

Insurance Requirements: The Vendor shall procure and maintain from the Commencement Date, through the conclusion of this Contract, 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 that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Vendor, any subcontractor, or anyone employed by them directly or indirectly. Prior to the Commencement Date of this Contract, Vendor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating that it has obtained the policies and endorsements required by Exhibit B. Vendor shall add registration@mycoitracking.com to its safe senders list so that it will receive the necessary communication from myCOI. When requested, Vendor shall provide the same documentation for its subcontractor(s) (if any).

Any insurance provider of Vendor 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.

VENDOR

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ANN ARBOR

By: _____

Name: Milton Dohoney Jr.

Title: City Administrator

Date: _____

Approved as to substance:

By: _____

Name: Jordan Roberts

Title: Public Services Area
Administrator

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

Exhibit A
Quote



QUOTATION

Customer: 134765

City of Ann Arbor

Ann Arbor WWTP
49 S. Dixboro Rd.
ANN ARBOR MI 48105

Contact: **Mr. Josh Stark**

Fax: **+17349719704**

Copy to:

Your inquiry: **EMAIL**

Our quote no: **21173800**

Supplier:

Andritz Separation Inc.

Contact:

Vanessa Becerra

Phone:

-

Fax:

E-mail:

Date:

02/24/2025

Sales

MR. WILLIAM LANE

Responsible:

Dear Mr. Josh Stark,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

For 400381886 Power Drain

Model: Gravity Belt Table GBT 2000

Serial number: 08150

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
4. Reference this quote number.

Freight is excluded to site.

Installation is included.

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10		129999901		1	PC	69,989.00	69,989.00
	CENTRIFUGE BOWL (X1) SCROLL (X2)						
	VFD UPGRADE PER ATTACHED						

Total Amount

USD

69,989.00

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ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312

P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Our quote no: **21173800**

* S = Spare Parts, W = Wear Parts

Technical contact: Jeffrey Congleton /**Phone:** +1 817 419 1753 / jeff.congleton@andritz.com

Terms and Conditions

- 2. Delivery Time: 8-12 weeks**
after receipt of order and any clarifications.
Equipment per scope description after Acknowledgement of PO
- 3. Terms of delivery:**
Our terms of delivery are FCA ORIGIN COLLECT, according to INCOTERMS 2020.
- 4. Terms of Payment:**
Within 30 days Due net
(1% default interest per month for delayed payment).
- 5. Validity of quotation:**
This quotation is valid to 03/24/2025.

Other Terms:

- 6. *******
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any

ATTACHMENT

Design Criteria: City of Ann Arbor, D7LL, Project 805656, Upgrade Centrifuge Drive System

The City of Ann Arbor Residuals Handling Plant operate 3- Andritz D7LL Centrifuges installed and started up in 2010. The Centrifuge VFD's used were the AB Powerflex 700 series with 18 pulse front end and DC buss connected scroll VFD. Earlier this year a Scroll VFD failed and was replaced with the newer AB Powerflex 750 Series.

Currently a Bowl VFD has failed, and client is requesting a Bowl VFD and two Scroll VFD replacements to upgrade to current manufactures models.

Andritz proposes the following options:

(X1) 250HP AB Powerflex 755 Bowl VFD for 18 Pulse system with required DC Buss assembly, I/O module, and HMI keypad

(X2) 50HP AB Powerflex 755 Scroll VFD for replacement with required DC Buss connection, I/O Module and required HMI keypads.

Field Service included for removal of obsolete units. Installation, reconnection, PLC / VFD programming, functional testing of each system, and start-up of each centrifuge system.

Engineering services:

- Electrical drawings –Updated control panel layout, schematics, point to point wiring detail.
- Bill of Material of new components
- Updated Annotated PLC code
- PLC data exchange table tag list.
- Operating and maintenance manuals for new components.
- All documentation, programs to be provided in electronic format.

Site Work:

- ANDRITZ to provide service technician assistance for the removal of obsolete equipment and installation of new components and reconnection. VFD parameter setting, program modifications, Functional testing, and Start-up of complete centrifuge system.
- Estimate four (4) days on site, to be charged per the attached Field Service Policy and Rate Sheet.

Spares

- No Spares included in this proposal.

Software

- No Software included in this proposal.

Shipping

- Shipping of components to site is included, off loading and storage is by customer. FCA Origin Collect

Warranty

- Warranty of supplied components is per the attached ANDRITZ Terms & Conditions.

Scope Not Included in ANDRITZ Price: (To be provided by others)

- ☐ Disposal of obsolete equipment.
- ☐ Field wiring and plumbing modifications outside of centrifuge control panels
- ☐ Civil and structural engineering work including preparation of foundations, platforms, and channels
- ☐ Building modifications
- ☐ All utilities required for operation
- ☐ Cranes or other lifting devices
- ☐ Unloading at site and on-site storage if required
- ☐ Components and other instruments not specified in our scope of supply

Additional Information:

- The components will be shipped to customer site. Customer to provide off loading and temporary storage.
- Customer to provide the services of Plant SCADA system programmer for Data exchange tag list if PLC communication is required and coordination during ANDRITZ engineering program development and during on-site functional testing phase for system check out.



2025 FIELD SERVICE POLICY AND RATE SHEET

Installation and Start-up Assistance

All the equipment furnished by ANDRITZ Separation Inc. shall be installed and started up by, and at the expense of the purchaser. There is available, however, upon the request of the purchaser, the service of ANDRITZ Separation Inc. field service personnel for consultation and advice in the installation and start-up of ANDRITZ Separation Inc. equipment. This service is provided with the understanding that ANDRITZ Separation Inc. will function only as technical consultants and coordinators in an advisory capacity, and shall have no responsibility for the supervision or the quality of workmanship of such an installation and/or start-up. Such responsibility will be that of the purchaser.

Certain types of ANDRITZ Separation Inc. equipment, such as that with mechanical seals, require the checkout of the equipment by experienced field personnel before the equipment is put into operation. In these instances, the equipment is tagged upon time of shipment. The failure to have proper mechanical check out by ANDRITZ Separation Inc. field personnel will void our mechanical warranty. For the check out, power and all necessary utilities for the operation of equipment must be available.

Service Rates (Rates/Pricing are in US currency)

Service Rates are applicable for all the time the field service employee spends on the job. This includes traveling to or from either our designated plant or point of residence of the employee. Any holdover time, i.e. time where the employee is required to stay on the job site because time does not permit travel home, or for the convenience of the customer, shall be at regular rates, listed below:

ANDRITZ SEPARATION INC.

1010 Commercial Blvd. S.
Arlington, Texas 76001
Tel. (817) 465-5611
Fax (817) 468-3961
separation.us@andritz.com



Description	Standard Hourly Rates	Overtime Hourly Rates
Work:		
Weekday	\$225.75 (Up to 8 hrs.)	\$338.50 (Over 8 hrs.)
Saturday	\$333.00 (Up to 8 hrs.)	\$333.00 (Over 8 hrs.)
Sunday	\$440.00 (Up to 8 hrs.)	\$440.00 (Over 8 hrs.)
Holidays	\$440.00 (Up to 8 hrs.)	\$440.00/ hr. up to 4 hrs.
Travel:		
Weekday	\$162.00 (Up to 8 hrs.)	\$335.00 (Over 8 hrs.)
Saturday	\$238.00 (Up to 8 hrs.)	\$335.00 (Over 8 hrs.)
Sunday	\$312.00 (Up to 8 hrs.)	\$440.00 (Over 8 hrs.)
Holidays	\$312.00 (Up to 8 hrs.)	\$440.00/ hr. up to 4 hrs
Remote Support	\$250.00 1 st hr - \$160.00/hr additional	\$335.00 Minimum

Travel & Holiday Service

If travel and work requirements carry through weekends and holidays, the premium rates above will be charged. (For example, if a customer requires field service personnel to be on site early Monday, necessitating the need to travel Sunday or a Holiday, the Sunday/Holiday rate will be charged. If work continues through a weekend and/or holiday, the Sunday/Holiday rate will be charged.)

Cancellation Notice

In an effort to keep costs down for our customers, service personnel will book advanced, non-refundable tickets as quickly as possible after the request for service is received. This is a conscientious effort to keep costs to the customer, for air travel, as low as possible. If such expenses have been incurred in good faith, and the customer must cancel, we must invoice for those expenses to be fairly reimbursed.

Other Considerations

Because our Field Service employees are away from home for extended periods for most of the year, we feel they should be with their families over the Christmas and New Year holidays. Except for breakdowns or comparable and equally critical service requirements, our personnel are not available at these times.

When our field service personnel travel international and required on site for periods in excess of four weeks, they are allowed to return home to be with their families. The allowable time period is determined on a case-to-case basis. The cost only of transportation to the employee's home and return will be included with the service charges.

It is required that our service personnel have single rooms in first class hotel or motel accommodations where these are available. The charges for all living and travel expense will be for the account of the customer. Travel, if by public conveyance or rented automobile, will be at cost. Travel, if by employee-owned or company owned automobile will be at the rate of US \$ 0.585 per mile plus all toll and parking charges. A 15% administrative fee will apply only to travel and living expenses incurred.

It is the responsibility of the purchaser to provide for all necessary permits, clearances, visas, and other pertinent



information required for our personnel to travel to the job site. In the event that public facilities are not available near the job site, it is the purchaser's responsibility to provide the equivalent of first class facilities in single rooms for our personnel at the site. For overseas jobs intended to be of an extended duration in excess of thirty (30) days, special arrangements will be negotiated immediately (and prior to the requirement for personnel to be at the job site) with regard to visits home with their families.

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Service Requirement Notification

Our objective is to provide the best service possible. Experience has proven that one of the best ways to accomplish this is for our employees to arrive on the job site when they are needed - but not before. Our personnel are in short supply from time to time and personnel with the special skills you may require may not be available on short notice. We request, therefore, that for projects requiring extended service (in excess of thirty (30) days) and/or special skills, ANDRITZ Separation Inc. be given at least sixty (60) days' notice as to when field service personnel are required on site. We also ask that this be confirmed within fourteen (14) days of the start of their services. In other instances, for a shorter duration of service, we request that at least a minimum of ten (10) days' notice be given prior to requirement of our service personnel. After receipt of such advance notice, while we endeavor to comply with all requested time schedules, purchaser should be aware that on rare occasions we might not be able to meet all demands immediately. Negotiations will continue until the best schedule is attained. In the event that emergencies arise, we will work to meet the customers' needs as quickly and as completely as possible.

Please Note: If time is scheduled and the customer must cancel on short notice, there is no guarantee of the immediate availability of field service personnel for rescheduling.

Insurance & Warranty

ANDRITZ Separation Inc. service personnel are fully covered by Worker's Compensation Insurance. ANDRITZ Separation Inc. makes no warranty either express or implied or by trade usage in connection with the services of its

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field personnel and shall have no liability direct, indirect or for any loss, damage, injury or expense resulting from or arising out of their services other than by reason of their negligence, and in no event for consequential injury or damage or for any amount in excess of the cost of repair or replacement of specific part damaged by their negligence

Rates Effective -03_01_2023

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Exhibit B Insurance

Vendor 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 required by this Agreement, as will protect itself and the City from all claims for bodily injury, 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 Vendor, Vendor's subcontractor, or anyone employed by Vendor or Vendor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Vendor shall provide a certificate of insurance as documentation to the City demonstrating Vendor has obtained the policies and endorsements required by this Agreement. Vendor shall provide the certificate of insurance in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Vendor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Vendor shall provide the same documentation for its subcontractors.

All insurance providers of Vendor 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.

To the fullest extent permitted by law, but subject to and in accordance with Article 9 of the Quote, Vendor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all third-party suits, claims, judgments, and expenses, including attorney's fees, for bodily injury or tangible property damage resulting or alleged to result, from an negligent act, willful misconduct or omission by Vendor or Vendor's employees or agents occurring in the performance or breach of 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, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

Vendor is required to have the following insurance coverage:

Commercial General Liability Insurance equivalent to 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.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury

Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also Employers Liability Coverage for:

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

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. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

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.

Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Vendor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

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. Vendor 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, Vendor 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.