

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.

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 from and against any and all 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 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, 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



ACCESS CUSTOMER SUPPORT

Date:	3-17-2025
Proposal No	093SN-25-0317
Contact	Adam Smith
Phone	734-845-0335
Fax	
Email	
Term	

LIEBERT SYSTEM SERVICE

Location: Ann Arbor WWTP
Contact: Adam Smith
Site Address: 49 S 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#VS042KSA0E0041A
S# C14F8H0042
Repairs to Circuit #1 and Circuit #2
Scope of work –

- Lock out tag out power to unit
- Recover refrigerant and dispose of it to EPA standards
- Cut out failed paradenser
- Provide and install new OEM paradenser
- Rebuild both 3-way valves
- Replace liquid line driers
- Pressure test and vac down
- Weigh in factory charge of virgin 407C
- Top off system with glycol – 55-gallon barrel of pure concentrate glycol to be left on site
- Perform start up and test operation

Total Price - \$39,884.00



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 3-17-2024

Accepted By:
Customer

Signature _____

PO# _____

Date _____

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 documentation to the City demonstrating Vendor has obtained the policies and endorsements required by this Agreement. Vendor shall provide such documentation 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, Vendor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act 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 minimum insurance coverage:

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.

\$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.