

**GENERAL SERVICES AGREEMENT BETWEEN
RECYCLE ANN ARBOR
AND THE CITY OF ANN ARBOR
FOR OPERATION OF DROP-OFF STATION**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Recycle Ann Arbor, at 2420 S. Industrial Highway Ann Arbor, Michigan 48104 ("Contractor") a(n) Michigan non-profit corporation with its address at 2420 S. Industrial Highway Ann Arbor, Michigan 48104 agree as follows on this 9th day of September, 2018.

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

I. DEFINITIONS

Administering Service Area/Unit means Public Services.

Contract Administrator means the City's Solid Waste and Recycling Program 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 OPERATION OF ANN ARBOR DROP-OFF STATION.

II. DURATION

This Agreement shall become effective on July 1, 2018, and will be completed by December 31, 2020, with the potential of three (3) additional one-year extensions if approved by the both parties, with all options for renewal terminating December 31, 2023, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XII.

III. SERVICES

- A. The Contractor agrees to provide all services necessary to perform the Operation of Ann Arbor Drop-Off Station ("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 Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. All such changes shall be executed under the conditions of this original Agreement.
- B. 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.

- C. 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

Contractor represents and warrants that its non-payment-related rights under this Agreement are consideration for its obligations. This Agreement therefore does not entitle Contractor to any payments from the City.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage 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. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be admitted and 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

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.

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 sixty (60) 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:

Bryan Ukena
CEO
Recycle Ann Arbor
2420 S. Industrial Highway
Ann Arbor, MI 48104

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

City of Ann Arbor
Craig A. Hupy, Public Services Area Administrator
301 E. Huron St.
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 any affixed exhibits, schedules or other documentation, 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.


FOR CONTRACTOR

By 
Bryan Ukena, Recycle Ann Arbor

FOR THE CITY OF ANN ARBOR

By 
Howard S. Lazarus, City Administrator

Approved as to substance


Craig Hupy, Service Area Administrator

Approved as to form and content

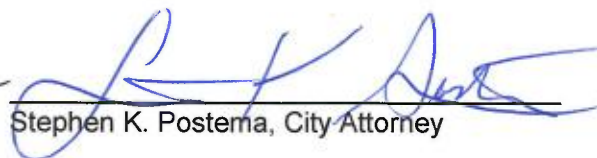
MRR 
Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

The Contractor shall provide all services, labor and materials necessary to operate the DOS, which include:

Materials of Acceptance

Contractor shall accept at the DOS all materials listed in the *Materials of Acceptance* below. Contractor may determine, establish and collect any fees necessary for each such material. Notwithstanding the foregoing, Contractor may not accept regulated hazardous waste at the DOS.

City-Owned Facility

Contractor may occupy the DOS for purposes of this performing this Agreement. Contractor shall repair and maintain City-owned buildings and other property located at the DOS facility, but shall not be responsible for normal wear and tear or damage due to uncontrollable circumstances, which circumstances include the building's settlement due to its construction over a closed landfill. Repair and maintenance shall be done in as timely a basis as possible. The City shall conduct quarterly inspections to determine repair and maintenance needs due to uncontrollable circumstances. The City may decline to repair the facility, and has the right to close the facility at any time without notice.

Contractor may not occupy the DOS' office or bathroom. The City has leased a trailer with office space and a bathroom on site for use by the Contractor. The City shall be responsible for the trailer maintenance and upkeep of the trailer. The Contractor shall be responsible for charges for utility services to the trailer, and any repairs necessary due to damage caused by the Contractor.

Tracking

Contractor shall track all outgoing material weights or item quantities, and provide this information to the Contract Administrator once per year in Microsoft Excel or Word file format. Contractor shall indicate the unit measure (e.g., Each; Cubic Yard [CY]; Ton; etc.) for each item. Contractor shall conduct a survey once per calendar year, over a one-week period, to determine origination Cities of the Users. Contractor shall track, and provide the City with, the above information.

The Contractor is to provide ultimate disposal destinations for all Materials of Acceptance, once per year. The initial destinations are as follows:

- *Royal Oak Recycling/GFL* - paper and cardboard products
- *Great Lakes Electronics* – Electronic Waste Processing
- *WeCare Organics* - composting services of the yard waste and clean wood
- *OmniSource* - bulk metal recycling
- *City of Ann Arbor Transfer Station/Arbor Hills Landfill in Washtenaw County* - landfill waste
- *Western Washtenaw Recycling Authority* - Single Stream Recycling
- *Stoddards* - Automotive Oil recycling
- *BioEnergy* - Vegetable Oil recycling

Maintenance of Entrance Road and Onsite Roads

Contractor shall maintain the entrance road/drive path and the onsite pavement for the DOS. Such maintenance shall include grading aggregate/stone. Contractor shall grade as needed or

requested by the City to minimize irregularities and improve stormwater flow. The City shall provide and deliver 10 yards of aggregate material to the site two times per year. If additional materials are necessary due to uncontrollable circumstances, the City shall provide them if available.

Maintenance of Tip Walls

Contractor shall be responsible for normal wear and tear of the tip wall (e.g., worn areas, divots, and potholes from heavy equipment such as loaders, hi-lows, cars or trucks). Notwithstanding the foregoing, Contractor shall not be responsible for damage resulting from the shifting of the tip walls' foundation because of its construction on an old landfill.

Condition of Premises at Time of Agreement

The building and entrance road on the premises are available for Contractor's use "as is." Contractor acknowledges that it has examined the premises, including the building and entrance road, prior to submitting a proposal under this RFP, and that no representations as to its condition have been made by the City or any of its agents. Contractor accepts the premises in its present condition as of the date of the execution of this Agreement.

Litter Control

Contractor shall operate the DOS in a manner that limits generation and accumulation of litter, recyclables, trash or any item collected by Contractor, which may not be stored on-site, unless it is within a properly approved container. Contractor shall take all steps necessary to collect and dispose of any litter generated at the DOS.

Storage of Materials

At the end of each workday, Contractor shall remove all materials stored on-site, e.g., used oil or antifreeze, and place them in a City-approved container. All such containers shall have secondary containment, sealed tops and shall be labeled as to their contents.

Speculative Accumulation

Contractor may not accumulate material speculatively.

Storage of Containers

Empty containers and vehicles may not be stored on-site, unless actively used on-site for the collection of generated materials. Vehicles must be registered and in running condition and may not be used for storage.

MDEQ Reporting Requirements

Contractor shall keep records as required by MDEQ. Contractor shall not collect in excess of 200 cubic yards of non-compacted solid waste per day, as required by the MDEQ for this type of facility. The City will have the ability to check these records upon request.

Contractor must keep active the Waste Data System (WDS) ID number 425051 Site ID Number MIG000058618. Site Identification Numbers are assigned to the property and do not move to a new location if the business changes locations.

General Public

The DOS is and shall remain open to the public. Contractor shall accept all materials listed on the *Materials of Acceptance*. Any revisions to the *Materials of Acceptance* require notification to the City with a minimum of 2-weeks advanced notice.

Termination of Contract

If any DOS structure or area is deemed by the City to be structurally insufficient or hazardous, then, notwithstanding any other provision of this Agreement, the City may terminate the agreement immediately, without notice provided to the Contractor. If the City exercises this right to terminate, then:

- (1) City may examine location(s) on-site to determine whether it wants to resume some level of operation;
- (2) If City wants to resume some level of operation, Contractor shall comply with the City's resulting directives;
- (3) Contractor shall remove all recyclables, waste, containers and any other items identified by the City that are inconsistent with the City's level of operation, if any, from within the building, trailer and the grounds within 90 days of receipt of notice; and,
- (4) Contractor shall be liable for all costs related to disposal of any materials left on-site in breach of this provision.

Materials Equipment Labor

The Contractor shall, at its sole cost and expense, provide and furnish all materials, equipment and labor necessary for operating the DOS.

Overall Responsibilities

Contractor shall, at its sole cost and expense, provide all management, supervision, personnel, materials, equipment, services, and supplies necessary to operate the DOS. Contractor shall, at its sole cost and expense, dispose and/or market all materials brought to the DOS.

Operating Hours

Contractor shall operate the DOS on Tuesdays and Thursdays from 8:30 am to 6:30 pm, on Saturdays from 9:00 am to 6:00 pm, and, optionally, on Mondays from 9:00 am to 1:00 p.m. during the months of June, July and August. Contractor shall keep the DOS open to the public for a minimum of 8 hours per week on Saturday. Contractor shall provide City a minimum of one week's written notification, including e-mail, of any changes in operating hours for the drop-off station.

In the event of unpredictable and extreme weather conditions, including major (more than 4-inches in 24 hours) snow events or extreme (< -20°F wind chill) temperature, Contractor may cease operation of and close the DOS, in which case Contractor shall notify the City in writing (including e-mail) immediately.

Right of Entry

Representatives of the City may enter on the premises at all reasonable times for the purposes of inspecting or examining the same or to make such repairs or alterations as may be necessary for safety or preservation thereof or for any other reasonable purpose.

Compliance with Applicable Law

The Contractor shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations.

Contractor shall not acquire, nor employ or engage any person that has, any interest that would conflict, in any manner, with the performance of services under this agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, to assume or create any obligation or liability for the City, or to otherwise bind it in any way.

Contractor represents and warrants that it is not now, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes.

Miscellaneous

The City shall conduct quarterly inspections to determine repair and maintenance needs due to uncontrollable circumstances. Any reports of such inspections will be forwarded to the Contractor. Contractor is aware that the DOS has ongoing structural-settlement issues due to its construction on a closed landfill. The parties believe the building is currently structurally sufficient.

The City plans to close and demolish the DOS once the County has built a County facility, an event expected within the next two to four years.

Materials of Acceptance

RECYCLABLE MATERIALS

- Mixed recyclables
- Rechargeable batteries (e.g., Ni-Cad, lithium). Alkaline batteries not accepted.
- Books
- Polystyrene (aka Styrofoam)
- Packing peanuts
- Egg cartons
- Plastic shrink wrap
- Plastic grocery bags

BULKY ITEMS

- Municipal solid waste
- Yard waste
- Metals
- Concrete
- Unfinished wood
- Propane tanks

AUTOMOTIVE ITEMS

- Tires
- Car batteries
- Transmission fluid
- Antifreeze
- Brake fluid
- Motor oil
- Oil filters

SPECIAL ITEMS

- Fluorescent bulbs
- Freon appliances
- Secure Document Shredding
- Secure Hard Drive Shredding
- Textile Recycling
- Bubble Wrap Reuse
- Vegetable Oil Recycling
- Moving Box Reuse
- Shredded Paper Recycling
- Tennis Ball Recycling
- Paint Reuse
- Compost, Mulch, and Woodchip Purchase & Delivery
- Mixed Electronics Recycling
- Pick Up and Trailer Rental Service

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. 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 07 98 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 Job General Aggregate
\$1,000,000	Personal and Advertising Injury

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 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 which 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.

- 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 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; name of insurance company; name and address 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 shall 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) 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.