



CITY OF NOVI CITY COUNCIL
APRIL 22, 2024

SUBJECT: Approval to award a two-year Environmental Services Consulting Services Contract to Merjent, Inc. (with the option for three additional one-year renewals), effective immediately, and for the adoption of revised fee schedule, subject to final approval of the form and terms of the contract by the City Manager and City Attorney.

SUBMITTING DEPARTMENT: Community Development Department - Planning

BACKGROUND INFORMATION:

A Request for Proposals (RFP) was issued to seek the services of an independent firm to provide environmental consulting services for woodlands and wetlands. The Environmental Consultant will provide woodlands and wetlands evaluation and advisement services to the City Council, Planning Commission, the Community Development Department, and the Department of Public Services.

The scope of work for the consultant includes reviewing wetland and woodland plans, preparing reports and inspections; conducting field inspections and verifications; reviewing conservation easements and legal documents; preparing woodland and wetland permits, and acting as a resource to the Plan Review Center for coordination of phone calls, staff meetings and attendance at meetings. Additionally, the Environmental Consultant reviews plot plans for single family residential for woodlands and wetlands, and assists with enforcement of woodland and wetland violations.

One firm submitted a proposal which was reviewed by staff for qualifications of the assigned personnel, understanding of the requirements, related experience, ability to perform and conflicts of interest. Staff interviewed the representatives and determined that the firm has qualified people currently available to work in Novi with representatives located in Ann Arbor, Grand Rapids and Detroit. The firm also demonstrated an understanding of the work required, with representatives possessing more than ten years of experience in the field and having no conflicts of interest working for the City of Novi.

The staff team selected to complete the reviews of the responses included the following members of the Community Development Department: Rick Meader, Lindsay Bell, James Hill, and Barbara McBeth. Tracey Marzonie provided assistance throughout the process and with the final staff reviews and discussion.

The City's previous consultants, Mannik & Smith and Davey Resource Group (DRG), had significant changeover in personnel over the three years of their contract with the City, and declined to submit a bid in response to the RFP or to continue to provide services after the middle of January, 2024. Given the need for the city to continue to provide woodland and wetland site plan reviews and inspections during this timeframe, a short-term agreement for Environmental Services was entered into with Merjent in January. During this time, staff has worked closely with the consultant team and has been very satisfied with the work that is being performed.

Environmental fees have not increased for the reviews, inspections, and hourly rates for three years. Due to the number and complexity of services required of the environmental consultant a "fill-able fee template" was included with the RFP, which includes the current fees for various services.

Merjent's proposed fee schedule, which is attached and will be made part of the contract, includes increases from \$40 to \$200 for most services. The most frequent increase is \$150 per service, representing an increase of about 25% over the current fee schedule. Most of the costs are pass-through costs from the developer to the consultant, with a 15% administrative fee customarily attached to each of those fees. The City will pay the costs for the consultants to attend meetings or for activities requested outside of the specified tasks. It is Staff's opinion that the increases are reasonable, given the increasing costs of labor over the last few years, and that the fees have not increased since the beginning of 2021. There will not be additional budget appropriation for the revised fees.

If approved by the City Council, the attached contract would be effective immediately and run for a period of two years, with the option for three additional one-year renewals at the end of that timeframe.

RECOMMENDED ACTION: Approval to award a two-year Environmental Services Consulting Services Contract to Merjent, Inc. (with the option for three additional one-year renewals), effective immediately, and for the adoption of the revised fee schedule, subject to final approval of the form and terms of the contract by the City Manager and City Attorney.

ENVIRONMENTAL CONSULTANT CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES
(ENVIRONMENTAL CONSULTANT)

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375 (hereinafter referred to as "Client"), and **Merjent, Inc.**, whose address is 1 Main Street SE, Suite 300, Minneapolis, MN 55414 (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A (Fees and Scope of Work), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on April 9, 2024 and end on April 9, 2026. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract. The timing for performance of any such work may be extended for additional specified periods of time, if allowed in writing by the Client in its sole discretion. Services on each phase after the first phase shall commence only after Client's authorization to proceed. Out-of-sequence services (i.e., commencement of work on a future phase, before completion of a prior phase), if requested and ultimately not accepted by Client as part of the overall project, shall be compensated as Additional Services.

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Schedule A (referred to in this Contract as "payments"). Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. Consultant acknowledges that the attached Schedule A includes certain "pay for performance" provisions. Project plan reviews shall be due thirteen (13) days from the date of delivery to Consultant by the City (or by an applicant directly) of all materials necessary to complete a plan review assignment. For project plan reviews delivered on time, Consultant shall be entitled to 100% of the fee established for the

review. On time delivery of reviews means delivery to the City employee responsible for coordination of a project on or before the due date. Late delivery of a project plan review shall entitle the City to reduce the fee paid to Consultant by five (5%) percent for each day the review is not delivered on time not to exceed \$500 per day. At Consultant's request, in unusual circumstances in which delivery of the review on time is prevented by circumstances beyond Consultant's control, such as a delay in required response(s) by other consultants or City employees, this reduction may be waived by the City Manager or his or her designee. Consultant may also request an extension of the project due date in advance, in the case of an unusually extensive or complicated review or project.

- C. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- D. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.
- E. Consultant will obtain written approval of the Client prior to proceeding with any services or work that is not stated on Schedule A; otherwise the Client will not be billed for such extra/additional services or work.
- F. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Consultant of its obligation to

provide Client with all of the plans and product generated under this Contract through the effective date of termination. Articles V, VI, VII, VIII and IX of this Contract shall survive completion of the work and any termination of this Contract.

- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Consultant may retain a copy of such materials for its files. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client. Although Consultant is required under this Contract to advise, make recommendations to and to a limited extent represent the Client, all plans, studies, applications, submittals, surveys, reports and any other information relating to the work must be submitted to and approved by the Client or the Client's authorized official prior to being disseminated to any third party and shall only be so disseminated if such dissemination is approved in advance by the Client or an authorized Client official.
- C. Consultant represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Consultant shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless set forth herein and approved by the Client in advance.

Article VI: Subcontractor (Native Edge, LLC)

The Parties acknowledge and agree that Consultant will or may subcontract some of the work described in the attached Schedule A to Native Edge, LLC, in particular matters relating to the Client's woodlands protection ordinance, site plan reviews, and other issues that arise under the attached Scope of Work. The parties further acknowledge, however, that Consultant will remain the responsible entity for ensuring performance of the Work as set forth in this Contract. Consultant shall require, as part of its subcontract with Native Edge, LLC, that Native Edge, LLC maintains in place at all times during this Contract the insurance coverages described in Schedule B, including the provisions thereof that require naming the Client and its various agents as additional insureds. Native Edge, LLC shall also sign and provide to Client the "hold harmless/indemnity" section of Schedule B.

Article VII: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract.
- B. Consultant shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Consultant in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A. Consultant's professional liability insurance shall cover claim if and to the extent that the insured causes damage to others in the rendering of its professional services. Consultant shall give the Client immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the Client, and shall request that its insurer send such notice of cancellation to the Client. Consultant shall provide evidence of insurance coverage as set forth herein coverage at any time requested by the Client.

Article VIII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts,

accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Consultant under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article IX: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, the City, other consultants and/or other public sources.

Article X: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.

F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Victor Cardenas and City Clerk Cortney Hanson

Consultant: Robert Jones for Merjent, Inc., with copy to corpfilings@merjent.com

G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.

H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

K. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Oakland County, Michigan, as of the date first listed above.

City of Novi ("Client"):

By: _____
Justin Fischer, Its Mayor

Date:

By: _____
Cortney Hanson, Its Clerk

Date:

MERGENT, INC, a Minnesota Corporation. ("Consultant"):

By: _____
John Muehlhausen, Its CEO

Date:

SCHEDULE A

**FEEs
AND SCOPE OF WORK**



**City of Novi
Community Development
Environmental Consultant Fees**

04/11/2024

MULTIPLE FAMILY, SINGLE FAMILY, COMMERCIAL, INDUSTRIAL AND OFFICE

Concept Plan (Special Developments, Planned Rezonings, etc.)

Discipline	Proposed Fee Initial Concept		
	Base < 2 ac	Base + \$/acre over 2	
Wetland Evaluation	750	750	75
Woodland Evaluation	500	500	100

Preliminary Site Plan

Discipline	Proposed Fee Initial Preliminary Review				Proposed Fee Revised Preliminary Review					
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Boundary	700	700	100	1200	100	700	700	100	700	100
Wetland Setback	850	850	0	850	0	700	700	0	700	0
Wetlands Minor Use	850	850	0	850	0	700	700	0	700	0
Wetlands Non-Minor	1,500	1500	300	2000	150	700	700	0	1100	0
Woodlands	1,200	1,200	350	2,000	150	600	600	150	900	200

Final Site Plan

Discipline	Proposed Fee Initial Final Review				Proposed Fee Revised Final Review					
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Boundary	700	700	100	700	100	700	700	100	700	100
Wetland Setback	700	700	0	700	0	700	700	0	700	0
Wetlands Minor Use	700	700	0	700	0	700	700	0	700	0
Wetlands Non-Minor	900	900	200	1500	75	700	700	0	1000	0
Woodlands	700	700	150	800	150	500	500	150	600	150

SUBDIVISION REVIEW

Tentative Preliminary Plat

Discipline	Proposed Fee Initial TPP Review				Proposed Fee Revised TPP Review					
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5		Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	800	800	0	800	0	700	700	0	700	0
Wetlands Minor Use	800	800	0	800	0	700	700	0	700	0
Wetlands Non-Minor	1,500	1,500	300	2,000	100	700	700	0	700	0
Woodlands	1,200	1,200	200	1,500	150	800	800	150	1,200	150

Final Preliminary Plat

Discipline	Proposed Fee Initial FPP Review		
	Base < 2 ac	Base + \$/acre over 2	
Wetland Setback	400	400	0

Wetlands Minor Use	400	400	0	400	0
Wetlands Non-Minor	400	400	150	600	75
Woodlands	500	500	150	700	150

Subdivision Engineering

Discipline	Proposed Fee Initial Engineering Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	750	750	0	750	0
Wetlands Minor Use	750	750	0	750	0
Wetlands Non-Minor	750	750	150	1,000	100
Woodlands	650	650	150	1,000	150

Final Plat

Discipline	Proposed Fee Initial Final Plat Review				
	Base < 2 ac	Base + \$/acre over 2		Base + \$/acre over 5	
Wetland Setback	400	400	0	400	0
Wetlands Minor Use	400	400	0	400	0
Wetlands Non-Minor	400	400	150	600	100
Woodlands	No fee				

OTHER REVIEW FEES

Additional Environmental Consultant Services

Proposed Wetland Permit Fees

Permit Preparation Fees \$550	Pre-Con Attendance \$600	Silt Fence Staking Insp. \$500	Silt Fence Installation Insp. \$450	Construction Observation \$450
TCO Inpection \$550	C of O Inspection \$550	Mitigation Grade Insp. \$ 550 + \$75/acre over 2	Additional Grade Insp. \$300	Mitigation Planting Insp. \$450
As-built Mitigation Plan Review \$550	Annual Monitoring Review \$1000	Financial Guarantee: 150% of material		

Woodland Permit Fees

Permit Preparation Fees \$450	Inspection: 6% of material Inspection fees: Hourly	Financial Guarantee: 150% of material	2-year Guarantee: 25% of material, minimum \$1000
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Single Family Residential Plot Plan Reviews

Wetland Review (Includes 1 revision), Inspection \$500	Additional Wetland Reviews \$200	Additional Wetland Inspections \$175
Outlying Area's Wetland Delineation Flagging \$450 + \$100/acre over 2	Outlying Area's Wetland Delineation Flagging and Report \$850 + \$75/acre over 2	
Woodland Review (Includes 1 revision), Inspection \$500	Additional Woodland Reviews \$200	Additional Woodland Inspections \$200

Single Family Residential Plot Plan Reviews

Woodland and Wetland Consulting: \$ 140/hour.

Storm Water Permit Compliance

	Proposed Fees
Sub-Watershed Advisory Group/Alliance of Rouge Communities	\$2,000
Submission of Annual Report to EGLE	\$4,500

Other Fees and Notes

4/11/2024: Woodland pre-construction fee, \$600. If site contains both wetlands and woodlands, fee will still only be \$600. If standalone woodland or wetland, fee is \$600.
Single family residential wetland setback (no permit) fee, \$250

THIS PROPOSAL SUBMITTED BY

COMPANY NAME: Merjent, Inc.

ADDRESS: 1 SE Main Street, Unit 300

CITY, STATE, ZIP CODE: Minneapolis, MN 55414

AGENTS NAME: Jason DeMoss
AGENTS TITLE: Environmental Consultant 4
AGENTS SIGNATURE: _____
TELEPHONE: 6199443835
FAX: _____
DATE: 4/11/2024

Scope of Work. The following describes duties and responsibilities of the Environmental Consultant:

Site Plan Review Related Duties: Wetlands

1. Prepare wetland plan reviews, reports and inspections for commercial, industrial, and residential site developments for Pre-Application Site Plan, Preliminary Site Plan, Final Site Plan and Stamping Set Plan Review.
2. Conduct wetland field verifications for wetland boundaries, and make determinations (essential, non-essential) of the wetlands value based on the City ordinance.
3. Review conservation easements and legal documents for approval.
4. Act as a resource to the Plan Review Center: phone calls, staff meetings, attendance at Planning Commission and City Council meetings.
5. Prepare and issue City wetland permits including providing financial guarantee requirements per ordinance.
6. Coordinate wetland permits with Michigan Department of Environment, Great Lakes, and Energy (EGLE).
7. Review Wetland Monitoring Reports.
8. Answer questions regarding the Wetland Protection Ordinance from the public and developers, as directed and coordinated by the City of Novi.
9. Conduct Wetland Protection Ordinance violation investigations and prepare reports.
10. Analyze proposed wetland mitigation proposals.
11. Attend Environmental Pre-Construction and Full Pre-Construction Meetings
12. Conduct wetland silt fence inspection(s), and various other inspections throughout construction.

Site Plan Review Related Duties: Woodlands

13. Prepare woodland plan reviews, reports and inspections for commercial, industrial, and residential site developments for Pre-Application Site Plan, Preliminary Site Plan, Final Site Plan and Stamping Set Plan Review.
14. Conduct woodland field verifications for woodland boundaries, quality, and species as a part of the site plan review process.
15. Review conservation easements and legal documents for approval.
16. Act as a resource to the Plan Review Center: phone calls, Staff meetings, attendance at Planning Commission and City Council meetings.
17. Issue Woodland Permits, including providing financial guarantee requirements per ordinance.
18. Answer questions regarding the Woodland Ordinance from the public and developers, as directed and coordinated by the City of Novi.

SCHEDULE B

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kraus - Anderson Insurance 420 Gateway Blvd Burnsville MN 55337	CONTACT NAME: Certificates Department PHONE (A/C. No. Ext): 952-707-8200 E-MAIL ADDRESS: certificates@kainsurance.com		FAX (A/C. No): 952-890-0535													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Transportation Insurance Compa</td> <td>20494</td> </tr> <tr> <td>INSURER B : The Continental Insurance Comp</td> <td>35289</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Transportation Insurance Compa	20494	INSURER B : The Continental Insurance Comp	35289	INSURER C : Continental Casualty Company	20443	INSURER D : Valley Forge Insurance Company	20508	INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																
INSURED Merjent Inc 1 Main Street SE, Suite 300 Minneapolis MN 55414	MERJINC-01															

COVERAGES

CERTIFICATE NUMBER: 1375427454

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU/Cont. Liab <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6050324881	8/16/2023	8/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6050324864	8/16/2023	8/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		6050324945	8/16/2023	8/16/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6049791327	8/16/2023	8/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Environmental Prof. Liab. Incl. Pollution Incident (Claims Made & Reported)			EEH276155550	8/16/2023	8/16/2024	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Novi, its officers, agents, and employees are Additional Insureds under the Commercial General Liability, Auto Liability, and Umbrella Liability when required by written contract.
 30 Day Notice of Cancellation Applies

CERTIFICATE HOLDER**CANCELLATION**

City of Novi
 Attn: Tracey Marzonie, Purchasing Manager
 45175 Ten Mile Road
 Novi MI 48375-3024

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph **B.** below applies,
 - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6050324864

Policy Effective Date: 08/16/2023

Policy Page: