

MINUTES

Board of Public Works
Special Meeting
South Campus, Training Center
Muskegon, Michigan
December 3, 2012

CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 1:30 p.m.

ROLL

Present: James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider.

Excused: Lewis Collins; Benjamin Cross; Rillastine Wilkins.

Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

Others

Present: David Kieft, Muskegon Township Supervisor
Rod Siegel, Laketon Township
Jerry Bartoszek, City of Norton Shores
Commissioner Scolnik
Deb Ackerman, Egelston Township Treasurer
Board Chair Mahoney
Susie Hughes, Commissioner Elect
Jerry Sanders, Muskegon Township
Attorney Mike Ortega
Scott Huebler, City of Whitehall
Chris Hall, Dalton Township Supervisor
Attorney Dave Bossenbroek
Kim Arter, Laketon Township Supervisor
Sam St. Amour, Fruitland Township Supervisor
Natasha Henderson, City of Muskegon Heights
Mohammed Al-shatel, City of Muskegon
Jim Reilly, Citizen
Other Audience Members

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BPW-12-183 – PUBLIC COMMENT ON THE AGENDA ITEM

There were no public comments on the agenda item.

BPW-12-184– DISCUSSION ON MAKE UP OF THE BOARD OF PUBLIC WORKS

Chairman Engle and Drain Commissioner Fisher summarized the purpose of the meeting stating that Act 185 describes the membership of the Board of Public Works. This meeting is being held for public discussion on this issue.

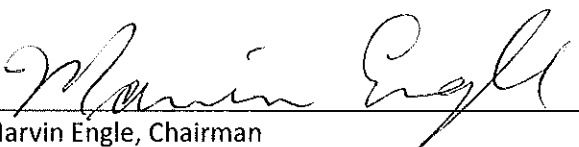
Board members and the following audience members commented on the issue of membership of the Board of Public Works:

Jim Reilly, Deb Ackerman, Susie Hughes, David Kieft and Sam St. Amour.

BPW-12-185 – ADJOURN

Moved by Mr. Derezhinski, seconded by Mr. Snider, to adjourn the meeting at 2:30 p.m.

Motion carried


Marvin Engle, Chairman

kf

MINUTES

Board of Public Works
Michael E. Kobza Hall of Justice
Muskegon, Michigan
December 13, 2012

CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 4:35 p.m.

ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

Excused: David Fisher.

Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Director of Finance & Management; Jim Lemmen, Corporate Counsel; Karen Fisher, Secretary.

Others

Present: Commissioner Scolnik; Susie Hughes, Commissioner Elect; Terry Sabo, Commissioner Elect; Kim Arter, Laketon Township Supervisor; Sam St. Amour, Fruitland Township Supervisor.

BPW-12-186 – APPROVAL OF AGENDA

There were no changes to the agenda.

BPW-12-187 – APPROVAL OF MINUTES

Moved by Mr. Cross, seconded by Mr. Snider, to approve the minutes of the meeting held November 8, 2012.

Motion carried

BPW-12-188 – PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda items.

BPW-12-189 – AUTHORIZATION TO BID – TRANSPORTATION & DISPOSAL SERVICES – HOUSEHOLD HAZARDOUS WASTE

Moved by Mr. Collins, seconded by Ms. Wilkins, to authorize staff to bid the transportation and disposal services for the household hazardous waste collection program for a 2-year contract with an option for a 3rd year with all costs being paid by Solid Waste Recycling fund, 5710-0527.

Motion carried

BPW-12-190 – PREIN & NEWHOF CONTRACT & AUTHORIZATION TO BID PHASES II AND III – RUDDIMAN CREEK INTERCEPTOR REHABILITATION SEWER PROJECT

Moved by Mr. Derezinski, seconded by Mr. Cross, to authorize the Public Works Board Chair to sign a contract with Prein & Newhof to perform the design services and provide oversight of installation work of the Ruddiman Creek Interceptor Rehabilitation Sewer project at a not-to-exceed price of \$39,300, per the attached Agreement and in addition, move to authorize staff to bid Phases II and III of the Ruddiman Creek Interceptor Rehabilitation Sewer Project.

Motion carried

BPW-12-191 – INFORMATION ITEMS

The following items were distributed for information:

1. Public Works Monthly Operations Report, November 2012.
2. Wastewater Monthly Operating Report, November 2012.

BPW-12-192 – OLD BUSINESS

There was no old business.

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BPW-12-193 – NEW BUSINESS

There was no new business.

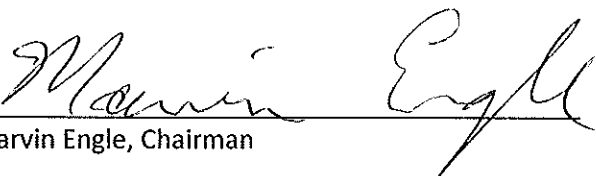
BPW-12-194 – PUBLIC COMMENT ON A NEW ITEM

There were no comments on any new item.

BPW-12-195 – ADJOURN

Moved by Mr. Snider, seconded by Mr. Collins, to adjourn the meeting at 4:41 p.m.

Motion carried



Marvin Engle, Chairman

kf

AGREEMENT FOR SERVICES OF INDEPENDENT ENGINEER BETWEEN
THE COUNTY OF MUSKEGON PUBLIC WORKS BOARD
AND PREIN & NEWHOF, INC.
RUDDIMAN CREEK INTERCEPTOR REHABILITATION PHASE II & III

This Agreement (hereinafter referred to as "Agreement") is made by and between the County of Muskegon Public Works Board, a political subdivision of the State of Michigan (hereinafter referred to as "County"), having its principal place of business at 8301 White Road, Muskegon, Michigan 49442, and Prein & Newhof, Inc., having its principal place of business at 3355 Evergreen Drive, Grand Rapids, Michigan 49525 (hereinafter referred to as "Engineer") wherein Engineer agrees to provide and County agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. The Chairman or the Vice-Chairman of the Muskegon County Public Works Board at phone number 231-724-6520 is the representative of County and will administer this Agreement for and on behalf of County. Michael S. Fuller at phone number 616-364-8491 is the authorized representative for Engineer. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To County: Chairman or Vice-Chairman
Muskegon County Board of Public Works
8301 White Road
Muskegon, MI 49442

To Engineer: Michael S. Fuller, Vice President
Prein & Newhof, Inc.
3355 Evergreen Drive
Grand Rapids, MI 49525

or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

3. SCOPE OF SERVICES. Engineer agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Engineer shall commence performance on November 1, 2012 and end performance upon completion, but no later than May 15, 2013, unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF ENGINEER. Engineer shall be paid for performance under this Agreement in accordance with the terms of Exhibit A. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2, "Notices" above following completion of the increments identified on Exhibit A. Unless otherwise specified on Exhibit A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT ENGINEER. Engineer shall perform all of its services under this Agreement as an independent Engineer and not as an employee of County. Engineer understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. Engineer represent that Engineer has the skills, expertise, and licenses necessary to perform the services required under this Agreement. Engineer shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in which Engineer is engaged. All documents/data of whatsoever nature, which Engineer delivers to County pursuant to this Agreement, shall conform to the standards of quality normally observed by a person practicing in Engineer=s profession. Engineer shall correct or revise any errors or omissions, at County=s request without additional compensation. Permits and/or licenses shall be obtained and maintained by Engineer without additional compensation.

8. TAXES. County shall not be responsible for paying any taxes on Engineer=s behalf, and should County be required to do so by State, Federal, or local taxing agencies, Engineer agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker=s compensation insurance.

9. CONFLICT OF INTEREST. Engineer covenants that Engineer presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Engineer further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Engineer.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to the Engineer in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. This Agreement is a written instrument, signed by County and the Engineer, for purposes of the Copyright Act of the United States and the copyright laws of any other country. County and Engineer agree that the copyright for any and all works of authorship, prepared under this Agreement, as a result of this Agreement, or in the course of performance of this Agreement, in any medium of expression, shall belong exclusively to County. County shall, for purposes of 17 U.S.C. § 201(a) and the copyright laws of any other country, be deemed the sole and exclusive author of any and all such works. If and to the extent necessary, any and all such works shall be deemed works made for hire, prepared for County and belonging exclusively to it. If necessary to secure County's exclusive ownership of any or all such copyrights, Engineer shall perform all actions and execute all documents required to transfer any and all such rights exclusively to County, including each and all of the exclusive rights identified in Section 106 of the Copyright Act.

Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied. 17 U.S.C. § 202. Accordingly, County shall be the exclusive owner (both of the copyright and of every embodiment) of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Engineer shall not release any such works, items, or embodiments thereof, to any third party, except with the prior written approval of County.

All items, works, or embodiments thereof, produced in whole or in part under this Agreement shall, if subject to the copyright laws of the United States or of any other country, belong (both the copyright and all embodiments of the work or item) exclusively to County. County shall have the unrestricted authority to publish, disclose, distribute, otherwise use in whole or in part, or to prepare derivative works based on, any reports, data, documents or other works or materials prepared under this Agreement.

Notwithstanding the above, Engineer shall have a license to use the concepts and principles embodied in the drawings and documents for use in future projects.

12. RECORDS, AUDIT, AND REVIEW. Engineer shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Engineer=s profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Engineer=s regular business hours or upon reasonable notice.

13. INDEMNIFICATION. To the fullest extent permitted by law, Engineer shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, to the extent caused by Engineer's

negligence, from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom, on account of, relating to, or arising out of bodily injury or death of any person, or on account of advertising injury, or on account of damage to property, including loss of use thereof. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of Engineer, its sub-consultants, or the joint negligence of Engineer and its sub-consultants, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. INSURANCE. Engineer is required to provide proof of the minimum levels of insurance coverage as indicated by the attached Exhibit B. The purpose of this coverage shall be to protect the County from claims which may arise out of or result from the Engineer's performance of services under the terms of this Agreement, whether such services are performed by the Engineer, or by any sub-consultant, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The insurance shall be written for not less than the minimum coverage specified in Exhibit B or as required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the County. BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE ENGINEER'S INSURANCE AGENCY MUST FURNISH TO THE COUNTY AN ORIGINAL CERTIFICATE OF INSURANCE VERIFYING LIABILITY COVERAGE. THAT COVERAGE MUST NAME THE COUNTY OF MUSKEGON AS AN ADDITIONAL INSURED ON ENGINEER'S COMMERCIAL GENERAL LIABILITY POLICY. All such certificates shall contain a provision indicating that coverage for it under the policy WILL NOT BE CANCELLED, MATERIALLY CHANGED OR NOT RENEWED without THIRTY (30) DAYS prior written notice except for ten (10) days for nonpayment of premium having been given to the County.

If a motor vehicle is used to provide services or products under this Agreement, the Engineer must have vehicle liability insurance on any automobile including owned, hired, and non-owned vehicles used in Engineer's business for bodily injury and property damage as required by law.

15. NONDISCRIMINATION. The Engineer assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), the Michigan Civil Rights Act (1976, P.A. 453), and the Michigan Constitution, no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Engineer.

16. NONEXCLUSIVE AGREEMENT. Engineer understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Engineer as the County desires.

17. ASSIGNMENT. Engineer shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. TERMINATION.

A. By County. County may, by written notice to Engineer, terminate this Agreement in whole or in part at any time, whether for County=s convenience or because of the failure of Engineer to fulfill the obligations herein. Upon receipt of notice, Engineer shall immediately discontinue all services (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Engineer in performing this Agreement, whether completed or in process.

i. For Convenience. County may terminate the Agreement upon thirty (30) days written notice. Following notice of such termination, Engineer shall promptly cease work and notify County as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, County shall pay Engineer for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Engineer be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. Engineer shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Engineer. In the event of a dispute as to the reasonable value of the services rendered by Engineer, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

ii. For Cause. Should Engineer default in the performance of this Agreement or materially breach any of its provisions, County may, at County=s sole option, terminate this agreement by written notice, which shall be effective upon receipt by Engineer.

B. By Engineer. Should County fail to pay Engineer all or any part of the payment set forth in Exhibit A, Engineer may, at Engineer=s option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

19. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the

meaning, construction or effect hereof.

20. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

24. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

25. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in the Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. COMPLIANCE WITH LAW. Engineer shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Engineer in any action or proceeding against Engineer, whether County be a party thereto or not, that Engineer has violated any such ordinance or statute shall be conclusive of that fact as between Engineer and County.

27. MICHIGAN LAW. This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of

Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

28. TERMS AND CONDITIONS. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

29. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Engineer hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Engineer is obligated, which breach would have a material effect there on.

31. PRECEDENCE. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

32. CONFLICTING PROVISIONS. To the extent that there are conflicts in the provisions of this Agreement and Exhibit A, the terms and conditions of this Agreement shall prevail.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

MUSKEGON COUNTY BOARD OF
PUBLIC WORKS

Dated: _____

By: _____

Its _____

PREIN & NEWHOF, INC.

Dated: 11-12-18

By: 

Michael S. Fuller
Its Vice President

MUSKEGON COUNTY WASTEWATER MANAGEMENT SYSTEM
EXHIBIT A

Engineer agrees to provide engineering services for the lining of approximately 4,800 lineal feet of the Ruddiman Creek Interceptor sanitary sewer from Manhole 1 to Manhole 15, Manhole 18 to Manhole 21, and Manhole 26 to Manhole 29. Services to perform include: design of lining material, preparation of contract documents and specifications, unit quantity proposal, supervision during bid phase, recommendation of award, contract document review, project administration, part-time construction observation and construction administration.

The Breakdown of Cost Follows:

1.	Preparation of Plans, Specifications and Contract Documents & Unit Quantity Proposal	\$4,500
2.	Supervision during Bid Phase, Recommendation of Award and Contract Document Review	\$3,600
3.	Project Administration	\$1,200
4.	Construction Administration & Part-Time Construction Observation	<u>\$30,000</u>
	Total Project Cost	\$39,300

MUSKEGON COUNTY WASTEWATER MANAGEMENT SYSTEM
EXHIBIT B INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

PREIN-1

OP ID: .i

DATE (MM/DD/YYYY)

10/30/12

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 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 Professional Underwriters, Inc 39475 13 Mile Road, Suite 106 Novi, MI 48377	248-553-8300	CONTACT NAME: Leah Fritch	
	248-553-8305	PHONE (A/C No, Ext): 248-553-8300	FAX (A/C, No): 248-553-8305
		E-MAIL ADDRESS: lfritch@profunderwriters.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Prein & Newhof, Inc. 3355 Evergreen Drive, N.E. Grand Rapids, MI 49525	INSURER A : Catlin Insurance Company		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROF LIAB Claims Made Basis			AED-197620-0912	09/05/12	09/05/13	PER CLAIM 2,000,000 AGGREGATE 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

MUSCMUS

Muskegon County Board of Commissioners
990 Terrace St.
Muskegon, MI 49442

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

17



CERTIFICATE OF LIABILITY INSURANCE

OP ID: J

DATE (MM/DD/YYYY)

03/08/12

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 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 Linkfield & Cross Agency 1600 E. Beltline NE, Suite 211 Grand Rapids, MI 49525 Kevin J Cross		616-447-2777 FAX 447-6420	CONTACT NAME: PHONE (A/C, Ho, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PREIN-1	FAX (A/C, No):
INSURED PREIN & NEWHOF, INC. 3355 EVERGREEN NE GRAND RAPIDS, MI 49525		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: MICHIGAN INSURANCE COMPANY		10857
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP0000549	12/31/11	12/31/12	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CCA0000760	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			UMC0000074	12/31/11	12/31/12	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. Y/N <input type="checkbox"/> N/A			WCV0001180	12/31/11	12/31/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
2	ALL RISK PROPERTY			CPP0000549	12/31/11	12/31/12	CONTENTS	\$ 800,000

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

CERTIFICATE HOLDER

MUSKECN

Muskegon County Board of Commissioners
 990 Terrace St.
 Muskegon, MI 49442

CANCELLATION

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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