



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

**Agenda Item E
August 13, 2007**

SUBJECT: Approval of the 2007-2008 Winter Maintenance Agreement between the City of Novi and Road Commission for Oakland County for snow and ice control on County-owned roads within Novi's jurisdiction.

SUBMITTING DEPARTMENT: Public Works

CITY MANAGER APPROVAL 

EXPENDITURE REQUIRED	\$95,448 (offset by contract revenue of \$91,558.73)
AMOUNT BUDGETED	\$95,448
LINE ITEM NUMBER	204-204.00-868.500

BACKGROUND INFORMATION:

The following five County roads within Novi's jurisdiction are included in the 2007-2008 Winter Maintenance Agreement.

Road	From	To	Total Miles	County Reimbursement
Beck	Grand River Ave.	Twelve Mile	0.44	\$ 2,455.53
Grand River Ave.	Haggerty	Twelve Mile	5.27	\$ 29,410.60
Novi	Eight Mile	Twelve Mile	3.96	\$ 15,508.79
Ten Mile	Haggerty	Napier	6.1	\$ 24,276.46
Twelve Mile	Beck	Haggerty	4.06	\$ 19,907.35
Total Contract Revenue			19.83	\$ 91,558.73

The City will be responsible for snow and ice control on these roads as agreed upon by the Road Commission for Oakland County and City of Novi Officials. This Agreement will become effective October 1, 2007.

The County is responsible for maintaining Napier Road, however, the DPW will maintain Napier in front of the KnightBridge Gate development should the County fall behind during a snow event. If this occurs, we will request County reimbursement.

The City's reimbursement will occur in two increments; 35% (\$32,045.56) in December 2007, and 65 % (\$59,513.17) in March 2008. Reimbursement money is based upon percentage increases (Act 51 gas tax revenues) which are supplied by the State of Michigan. The Finance Department has reviewed the insurance document and has verified that the City's insurance coverage meets the County's requirements.

RECOMMENDED ACTION:

Approval of the 2007-2008 Winter Maintenance Agreement between the City of Novi and Road Commission for Oakland County for snow and ice control on County-owned roads within Novi's jurisdiction.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

July 9, 2007

Mr. Benny McCustker
Public Service Director
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375-3024

RE: 2007-2008 Winter Maintenance Agreement

Dear Mr. McCustker:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Novi.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please note that the insurance provisions in Section V have been updated to include the Road Commission's current standard insurance requirements (see Exhibit C). If you have any comments on these provisions, you may contact Nancy T. Slutsky, Legal Counsel, at 248-645-2000. Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in anyway to provide our citizens with the best road system possible.

Sincerely,



Darryl M. Heid, P.E.
Director of Highway Maintenance

/sll

Attachment



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE"

Board of Road Commissioners

Larry P. Crake
Chairman

Richard G. Skarritt
Vice-Chairman

Eric S. Wilson
Commissioner

Brent O. Bair
Managing Director

Dennis M. Kolar
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lk. Rd.
Waterford, MI
48328

248-858-4881

FAX
248-858-7607

TDD
248-858-8005

www.rcocweb.org



AUTHORIZING RESOLUTION

2007 – 2008 WINTER MAINTENANCE AGREEMENT CITY OF NOVI and ROAD COMMISSION FOR OAKLAND COUNTY

WHEREAS, the City of Novi has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform snow and ice removal operations on Beck Road from Grand River Avenue to Twelve Mile Road, Grand River Avenue from Haggerty Road to Twelve Mile Road, Novi Road from Eight Mile Road to Twelve Mile Road, Ten Mile Road from Haggerty Road to Napier Road, and, Twelve Mile Road from Beck Road to Haggerty Road.

WHEREAS, entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said ice and snow removal operations on the designated roadways within the City limits of Novi, and,

WHEREAS, the Road Commission for Oakland County will reimburse to the City of Novi a total of \$91,558.73 for maintaining 19.83 miles, said compensation calculated and agreed to by the Road Commission for Oakland County as fair and equitable compensation for snow and ice removal operations on County roads within the City of Novi.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City authorize the execution of the 2007-2008 Winter Maintenance Agreement with the Road Commission for Oakland County.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at a regular meeting held this **13th** day of **August, 2007**.

Maryanne Cornelius, City Clerk



**Michigan Municipal League
Workers' Compensation Fund**

**CERTIFICATE OF MEMBERSHIP
Proof of Insurance**

The Michigan Municipal League Workers' Compensation Fund, approved by the Director of the
Workers' Compensation Agency as a group self-insured,
certifies that

City of Novi

Is a member in good standing of the Fund,
for the year expiring

June 30, 2008

and as such is approved by the Agency as a self-insurer.
Employer's liability coverage of \$500,000 is included.

Michael J. Forster

July 1, 2007

Effective Date

NOTE: This certificate is proof that your entity has complied with the Workers' Disability
Compensation Act by becoming a Member of the Michigan Municipal League Workers'
Compensation Fund. Copies of this certificate may be provided to third parties as evidence that
the required workers' compensation coverage is in place.

Policy Number 500371

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

8/6/2007

Municipal Insurance Alliance
 1700 Opdyke Court
 Auburn Hills, MI 48326
 (586) 532-9830

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED City of Novi
 45175 West Ten Mile Road
 Novi, MI 48375

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: U.S. Specialty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PKG80110059	7-1-07	7-1-08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ included
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	PKG80110059	7-1-07	7-1-08	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

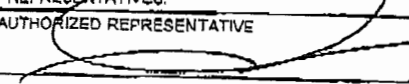
Certificate holder is considered an additional insured solely with respects to the "Winter Maintenance Agreement."

CERTIFICATE HOLDER

Road Commission of Oakland County
 Attn: Highway Maintenance Dept
 2420 Pontiac Lake Road
 Waterford, Michigan 48323

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  8/6/07

WINTER MAINTENANCE AGREEMENT

Ouzonice

Under 1951 PA 51, As Amended

This Agreement made this _____ day of _____, 2007, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a Public Body Corporate, hereinafter referred to as the "BOARD", and the City of Novi, Oakland County Michigan, a Municipal Corporation hereinafter referred to as the "CITY", witnesseth as follows to-wit:

Certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City.

The City hereby agrees to be responsible for the winter maintenance of said roads under the terms of this Agreement and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement.

The "Winter Maintenance" included in the terms of this Agreement shall be such as is defined in Section I of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

Winter Maintenance, as herein required to be performed by City, shall include the following minimum requirements:

SNOW AND ICE CONTROL: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel. Ice Control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel.

II

City agrees to keep said roads in such conditions as to be reasonably safe and convenient for public travel, in accordance with MCL 224.21.

City agrees to hold harmless, represent, defend and indemnify the Board, its officials and employees from any and all claims and suits arising out of the performance or non-performance of the activities which are the subject matter of this Agreement.

III

In consideration of the assumption of Winter Maintenance by the City, the Board agrees to pay to the City the sum of \$91,558.73, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance.

Payments are to be made by the Board to the City as follows:

35% in December 2007
65% in March 2008

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The performance of Winter Maintenance by the City shall be in accordance with Sections I and II of the Road Commission for Oakland County Winter Maintenance Guidelines 2007/2008. If the Board determines to revise sections I and II, the revised sections shall govern, provided that the Board provides a copy of such revised sections to the City of Novi Director of Public Services. Should any dispute arise as to the character or extent of Winter Maintenance or to City's performance hereunder, the controversy may be referred to an arbitration board consisting of the Road Commission for Oakland County Director of Highway Maintenance, the Director of Public Works and a third person to be chosen by them for settlement thereof.

V

The City shall acquire and maintain, during the term of the Agreement, statutory Worker's Compensation Insurance, automobile and comprehensive general liability insurance coverage as described in Exhibit C attached hereto covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Certificates of insurance for each policy providing for 30 days notice of cancellation, termination or material change shall be provided to the Board, and are attached as Exhibit D.

VI

The City further agrees to comply with all relevant laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with 1976 PA 453, as amended, and 1976 PA 220, as amended, the City covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of the particular job or position and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2007, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2008, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted
_____,
(copy attached as Exhibit B).

Witnesses:

CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

WINTER MAINTENANCE
2007 - 2008

CITY OF NOVI

EXHIBIT A

Beck Road

Extending from Grand River Avenue to
Twelve Mile Road 0.44 miles at \$5,580.76 per mile \$2,455.53

Grand River Avenue

Extending from Haggerty to Twelve Mile Road
5.27 miles at \$5,580.76 per mile \$29,410.60

Novi Road

Extending from Eight Mile Road to Twelve Mile Road
2.61 miles at \$3,189.00 per mile \$ 8,323.29
0.33 miles at \$4,524.65 per mile \$ 1,493.13
1.02 miles at \$5,580.76 per mile \$ 5,692.37
TOTAL \$15,508.79

Ten Mile Road

Extending from Haggerty Road to Napier Road
3.05 miles at \$3,189.00 per mile \$ 9,726.45
2.34 miles at \$4,524.65 per mile \$10,587.68
0.71 miles at \$5,580.76 per mile \$ 3,962.33
TOTAL \$24,276.46

12 Mile Road

Extending from Beck Road to Haggerty Highway
1.15 miles at \$3,189.00 per mile \$ 3,667.35
2.91 miles at \$5,580.76 per mile \$16,240.00
TOTAL \$19,907.35

TOTAL \$91,558.73

CITY OF NOVI
 EXHIBIT A
 (Continued)

TWO LANES

(\$3,189.00 per mile)

2.61 miles	\$ 8,323.29
3.05 miles	\$ 9,726.45
<u>1.15 miles</u>	<u>\$ 3,667.35</u>
6.81 miles	\$21,717.09

THREE LANES

(\$4,524.65 per mile)

0.33 miles	\$ 1,493.13
<u>2.34 miles</u>	<u>\$10,587.68</u>
2.67 miles	\$12,080.81

FOUR OR FIVE LANES

(\$5,580.76 per mile)

0.44 miles	\$ 2,455.53
5.27 miles	\$29,410.60
1.02 miles	\$ 5,692.37
0.71 miles	\$ 3,962.33
<u>2.91 miles</u>	<u>\$16,240.00</u>
10.35 miles	\$57,760.83

TOTAL	19.83 miles	\$91,558.73
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35% in December, 2007	\$32,045.56
65% in March, 2008	<u>\$59,513.17</u>
Total	\$91,558.73

EXHIBIT C

LIABILITY AND INSURANCE REQUIREMENTS

The Consultant, prior to beginning work, shall file with the Road Commission for Oakland County copies of completed certificates of insurance, as evidence that he carries adequate insurance, satisfactory to the ROAD COMMISSION. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation Insurance – To provide protection for the Consultant's employees, to the statutory limits of the State of Michigan, and \$100,000 employer's liability. The indemnification obligation under this section, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the consultant under worker's disability compensation coverage established by law.
- b. Bodily Injury and Property Damage – To afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
 - 1. Bodily Injury and Property Damage Other Than Automobile (Comprehensive General Liability including contractual liability coverage) – The minimum limits of property damage and bodily injury liability covering each contract shall be:

Single Limit: Bodily Injury and Property Damage Liability:

Each Occurrence:	\$2,000,000
Aggregate:	\$2,000,000

- 2. Bodily Injury Liability and Property Damage Automobiles (Comprehensive Auto Liability) – The minimum limits of bodily injury liability and property damage liability shall be:

Single Limit; Bodily Injury and Property Damage Liability:

Each Occurrence	\$2,000,000
-----------------	-------------

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Professional Liability (Errors and Omissions) – To afford professional liability protection against all claims arising out of the work. The minimum limits of professional liability shall be \$2,000,000. However, policies are subject to review by the Road Commission prior to beginning work.
- d. Excess and Umbrella Insurance – The consultant may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- e. Notice – The Consultant shall not cancel, reduce, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance must include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the Consultant. The Consultant shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the Consultant cannot secure the required insurance within 30 days, the Board reserves its right to terminate the contract.
- f. Reports – The Consultant or his insurance carrier shall report all claims received, claims investigations made and disposition of claims to the County Highway Engineer.

WINTER MAINTENANCE AGREEMENT

Original

Under 1951 PA 51, As Amended

This Agreement made this _____ day of _____, 2007, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a Public Body Corporate, hereinafter referred to as the "BOARD", and the City of Novi, Oakland County Michigan, a Municipal Corporation hereinafter referred to as the "CITY", witnesseth as follows to-wit:

Certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City.

The City hereby agrees to be responsible for the winter maintenance of said roads under the terms of this Agreement and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement.

The "Winter Maintenance" included in the terms of this Agreement shall be such as is defined in Section I of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

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City agrees to hold harmless, represent, defend and indemnify the Board, its officials and employees from any and all claims and suits arising out of the performance or non-performance of the activities which are the subject matter of this Agreement.

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35% in December 2007
65% in March 2008

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and by the City by authority of a resolution of its governing body, adopted
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(copy attached as Exhibit B).

Witnesses:

CITY OF NOVI
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

WINTER MAINTENANCE
2007 - 2008

CITY OF NOVI

EXHIBIT A

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Twelve Mile Road 0.44 miles at \$5,580.76 per mile \$2,455.53

Grand River Avenue

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0.33 miles at \$4,524.65 per mile \$ 1,493.13
1.02 miles at \$5,580.76 per mile \$ 5,692.37
TOTAL \$15,508.79

Ten Mile Road

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3.05 miles at \$3,189.00 per mile \$ 9,726.45
2.34 miles at \$4,524.65 per mile \$10,587.68
0.71 miles at \$5,580.76 per mile \$ 3,962.33
TOTAL \$24,276.46

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Extending from Beck Road to Haggerty Highway
1.15 miles at \$3,189.00 per mile \$ 3,667.35
2.91 miles at \$5,580.76 per mile \$16,240.00
TOTAL \$19,907.35

TOTAL \$91,558.73

CITY OF NOVI
EXHIBIT A
(Continued)

TWO LANES

(\$3,189.00 per mile)

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3.05 miles	\$ 9,726.45
<u>1.15 miles</u>	<u>\$ 3,667.35</u>
6.81 miles	\$21,717.09

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TOTAL

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35% in December, 2007	\$32,045.56
65% in March, 2008	<u>\$59,513.17</u>
Total	\$91,558.73

EXHIBIT C

LIABILITY AND INSURANCE REQUIREMENTS

The Consultant, prior to beginning work, shall file with the Road Commission for Oakland County copies of completed certificates of insurance, as evidence that he carries adequate insurance, satisfactory to the ROAD COMMISSION. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation Insurance – To provide protection for the Consultant's employees, to the statutory limits of the State of Michigan, and \$100,000 employer's liability. The indemnification obligation under this section, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the consultant under worker's disability compensation coverage established by law.
- b. Bodily Injury and Property Damage – To afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
 - 1. Bodily Injury and Property Damage Other Than Automobile (Comprehensive General Liability including contractual liability coverage) – The minimum limits of property damage and bodily injury liability covering each contract shall be:

Single Limit: Bodily Injury and Property Damage Liability:

Each Occurrence:	\$2,000,000
Aggregate:	\$2,000,000

- 2. Bodily Injury Liability and Property Damage Automobiles (Comprehensive Auto Liability) – The minimum limits of bodily injury liability and property damage liability shall be:

Single Limit; Bodily Injury and Property Damage Liability:

Each Occurrence	\$2,000,000
-----------------	-------------

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Professional Liability (Errors and Omissions) – To afford professional liability protection against all claims arising out of the work. The minimum limits of professional liability shall be \$2,000,000. However, policies are subject to review by the Road Commission prior to beginning work.
 - d. Excess and Umbrella Insurance – The consultant may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
 - e. Notice – The Consultant shall not cancel, reduce, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance must include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the Consultant. The Consultant shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the Consultant cannot secure the required insurance within 30 days, the Board reserves its right to terminate the contract.
 - f. Reports – The Consultant or his insurance carrier shall report all claims received, claims investigations made and disposition of claims to the County Highway Engineer.