



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, March 11, 2026

5:30 PM

324 S.Saginaw St., Bryant "BB"
Nolden Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2026-0304](#) Approval of Meeting Minutes - February 11, 2026

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

1. [RES-2026-0151](#) Approval of an agreement between Genesee County and Wieland, in an amount not to exceed \$604,227.00, to provide pre-construction and construction management services for the Genesee County Recycling and Education Center; the cost of this agreement will be paid from account 2321-735.00-804.000

VII. NEW BUSINESS

1. [RES-2026-0083](#) Approval of a purchase order to Carter Lumber for the fiscal year ending 2026, in an amount not to exceed \$29,566.84, for the purchase of a pole barn kit; the cost of this purchase or will be paid from account 2080-770.05-930.000
2. [RES-2026-0123](#) Approval of a request by Genesee County's Drain Commissioner to sell the Hogan Road Boat Launch - Parcel No. 06-19-300-022 to Fenton Township
3. [RES-2026-0162](#) Approval of an update to Genesee County's Technology Use Policy

4. [RES-2026-0165](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$80,000.00, to provide for the purchase of bulk salt and landscape supplies; the cost of this purchase order will be paid from the accounts listed
5. [RES-2026-0197](#) Approval of a purchase order to Pinnacle Design for the fiscal year ending 2026, in an amount not to exceed \$200,000.00, to provide for the purchase of furniture in all county departments; the cost of this purchase order will be paid by the ordering department subject to available budget
6. [RES-2026-0223](#) Forwarding to receive and file a copy of the 2025 Genesee County Parks & Recreation Commission Annual Report
7. [RES-2026-0224](#) Approval of an agreement between Genesee County and UKG Kronos System, in an amount not to exceed \$30,831.14, to provide subscription services for time-keeping software; the cost of this agreement will be paid from the accounts listed
8. [RES-2026-0236](#) Approval of a request by Genesee County's Parks & Recreation for a Contract Amendment with Michael Van Valkenburgh Associates, Inc. (MVVA), for a total contract amount not to exceed \$1,571,800.00, for the design and project administering services for the Chevy Commons Play Garden Project
9. [RES-2026-0239](#) Approval of an agreement between Genesee County and Playcore Wisconsin Inc., in an amount not to exceed \$40,534.26, to provide for the installation of playground equipment at Broome Park and Sarginson Park; the cost of this agreement will be paid from the account listed

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0304

Agenda Date: 3/11/2026

Agenda #:

Approval of Meeting Minutes - February 11, 2026



**Genesee County
Public Works Committee
Meeting Minutes**

Wednesday, February 11, 2026

5:30 PM

324 S.Saginaw St., Bryant "BB"
Nolden Auditorium

I. CALL TO ORDER

II. ROLL CALL

Present: Brian K. Flewelling, James Avery, Delrico J. Loyd, Charles Winfrey, Beverly Brown, Shaun Shumaker, Martin L. Cousineau and Dale K. Weighill
Absent: Gary L. Goetzinger

III. APPROVAL OF MINUTES

[RES-2026-0185](#) Approval of Meeting Minutes - January 21, 2026

RESULT: APPROVED

MOVER: Beverly Brown

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

Absent: Commissioner Goetzinger

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

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1. [RES-2026-0001](#) Approval of a purchase order to Dell for the fiscal year ending 2026, in an amount not to exceed \$76,000.00, to provide for the purchase of computers and docking stations as part of our normal refresh program; the cost of this agreement will be paid from account 1010-228.01-978.006
RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: James Avery
Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
Absent: Commissioner Goetzinger
 2. [RES-2026-0004](#) Approval of a purchase order to Pinnacle Design, not to exceed \$1,790.82, for a lateral filing cabinet for the IT Department
RESULT: REFERRED
MOVER: James Avery
SECONDER: Beverly Brown
Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
Absent: Commissioner Goetzinger
 3. [RES-2026-0018](#) Approval of a 3-year agreement for the purchase of Microsoft licenses through Crayon Software Experts LLC; the cost of this agreement, \$857,820.57, will be paid from the accounts listed
RESULT: REFERRED
MOVER: Shaun Shumaker
SECONDER: James Avery
Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
Absent: Commissioner Goetzinger

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4. [RES-2026-0025](#) Approval of a purchase order to Arrowhead Upfitters for the fiscal year ending 2026, in an amount not to exceed \$20,000.00, to provide for the purchase of Parks equipment repair parts; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Beverly Brown
- Aye:** Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
- Absent:** Commissioner Goetzinger
5. [RES-2026-0051](#) Approval of 2026 vehicle purchases
- RESULT:** REFERRED
MOVER: Charles Winfrey
SECONDER: James Avery
- Aye:** Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
- Absent:** Commissioner Goetzinger
6. [RES-2026-0052](#) Approval of a grant award from Great Lakes Fishery Trust (GLFT), in the amount of \$150,000.00, to provide for the development of Flint River Access at the confluence of the Swartz Creek; the budget for this grant is attached
- RESULT:** REFERRED
MOVER: Charles Winfrey
SECONDER: Delrico J. Loyd
- Aye:** Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
- Absent:** Commissioner Goetzinger

- 7. [RES-2026-0053](#) Approval of a grant award from the Greater Flint Health Coalition (GFHC), in the amount of \$32,650.00, to provide for Keep Genesee County Beautiful's continued support of the Greater Flint REACH initiative; the budget for this grant is attached

RESULT: REFERRED

MOVER: James Avery

SECONDER: Shaun Shumaker

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

Absent: Commissioner Goetzinger

- 8. [RES-2026-0058](#) Approval of purchase orders to various vendors for the fiscal year ending 2026, in an amount not to exceed \$46,000.00, to provide for the purchase of water systems supplies and parts; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

Absent: Commissioner Goetzinger

- 9. [RES-2026-0062](#) Approval of a purchase order to Vermont Systems (RecTrac) for the calendar year ending 2026, in an amount not to exceed \$30,674.52, to provide for annual fees associated with the Parks recreation reservation software; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Charles Winfrey

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

Absent: Commissioner Goetzinger

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10. [RES-2026-0076](#) Approval of a change order to Thomas Trucking and Mannick Consultants, in an amount not to exceed \$200,000.00, to provide for the removal of underground asbestos material at the former Juvenile Justice Center; the cost of this change order will be paid from the accounts listed
- RESULT:** REFERRED
MOVER: Charles Winfrey
SECONDER: Beverly Brown
- Aye:** Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
- Absent:** Commissioner Goetzinger
11. [RES-2026-0150](#) Approval of a change order to an agreement between Genesee County and WTA Architects, in an amount not to exceed \$116,294.00, to provide specifications for upper roof replacement and concrete structure replace at Genesee County's Jail and snowmelt at the entrance to the historic Courthouse; the cost of this agreement will be paid from account 4017-265.00-975.002
- RESULT:** REFERRED
MOVER: Beverly Brown
SECONDER: James Avery
- Aye:** Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
- Absent:** Commissioner Goetzinger
12. [RES-2026-0151](#) Approval of an agreement between Genesee County and Wieland, in an amount not to exceed \$604,227.00, to provide pre-construction and construction management services for the Genesee County Recycling and Education Center; the cost of this agreement will be paid from account 2321-735.00-804.000
- RESULT:** POSTPONED
MOVER: Delrico J. Loyd
SECONDER: James Avery
- Aye:** Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill
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Absent: Commissioner Goetzinger

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 7:47 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0151

Agenda Date: 3/11/2026

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of an agreement between Genesee County and Wieland, in an amount not to exceed \$604,227.00, to provide pre-construction and construction management services for the Genesee County Recycling and Education Center; the cost of this agreement will be paid from account 2321-735.00-804.000

BOARD ACTION REQUESTED:

The Genesee County Metropolitan Planning Commission (GCMPC) is recommending approval of the Genesee County Recycling and Education Center Construction Manager (CM) contract with Wieland in the amount of \$604,227 to conduct pre-construction and construction management services, and for Board Chairperson Dale K. Weighill to sign the contract. Staff is also requesting approval of the attached budget transfer and to create a purchase order for Wieland in the amount of \$604,227 for this activity.

BACKGROUND:

GCMPC is developing a permanent recycling and education center that will be available to Genesee County residents to properly dispose of various materials including household hazardous waste, electronics, as well as general items like paper, cardboard, and plastic containers. As the preliminary design phase wraps up and the project team begins working towards finalizing the design of the facility, a construction management firm must be engaged to commence pre-construction administration, scheduling, budgeting, and bidding services as well as construction oversight. Overall, the construction manager, in coordination with the project team and construction contractors, will help ensure the project is completed safely, on time, and within budget. A Request for Proposals (RFP) for Construction Management services related to the Genesee County Recycling and Education Center closed on November 6, 2025, and ten (10) proposals were received. Proposals were evaluated and scored by an internal evaluation team in consultation with DLZ, the project architect. The top two (2) qualified firms were then interviewed and scored. A GCMPC consultant selection subcommittee meeting was held to discuss results and determine a recommended CM firm. Through this process, Wieland was selected as the preferred firm after receiving the highest overall evaluation score and submitting the lowest qualified bid.

DISCUSSION:

GCMPC is recommending approval to enter into a contract with Wieland in the amount of \$604,227 to conduct pre-construction and construction management services for the Genesee County Recycling and Education Center located at 609 Chavez Dr, Flint, MI 48503, and for Board

Chairperson, Commissioner Dale K. Weighill, to sign the contract.

IMPACT ON HUMAN RESOURCES:

No impact on human resources. Construction management services will be conducted by a hired consultant.

IMPACT ON BUDGET:

No General Funds will be used for this project. The project will be funded through the Genesee County Solid Waste Ordinance. The expense will be covered by solid waste's fund balance (Account# 2321-735.00-804.000).

IMPACT ON FACILITIES:

This project will develop a new recycling and education center in partnership with the project architect and construction manager. Once established, this new facility will be managed by the Genesee County Facilities and Operations Department.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

To meet Genesee County's priority of healthy, livable, and safe communities, this project will support the construction of the Genesee County Recycling and Education Center, located in the City of Flint. By establishing a recycling center, county residents will have a more convenient and accessible opportunity to properly dispose of household hazardous waste, electronics, and other materials.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into the Genesee County Recycling and Education Center Construction Manager (CM) contract between Genesee County and Wieland, whereby the contractor will perform pre-construction and construction management services for the Genesee County Recycling and Education Center, at a total cost not to exceed \$604,227.00 to be paid from account 2321-735.00-804.000, and to authorize a Purchase Order for Wieland, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the February 11, 2026 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S Saginaw Street, Flint, Michigan 48502 (the "County"), and **Wieland a Michigan Corporation**, whose principal place of business is located at **4162 English Oak Drive, Lansing, MI 48911** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Term

The term of this Contract commences **upon execution of contract** and shall be effective through **December 31, 2027** (the "Term").

1.2 Extension Terms

The County has the option to extend this contract for up to three (3) additional one-year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Liquidated Damages

3.1 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County. Therefore, the Parties agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the County \$1,000.00 for each day that expires after Friday, October 1, 2027, until the work is completed and ready for final payment.

4. Compensation

The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$604,227. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

5. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. **Contract Administrator**

The contract administrator for this Contract is Derek Bradshaw, GCMPC Director (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. **Warranties**

The Contractor warrants that:

7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

7.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. **Suspension of Work**

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not

be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

11. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

12. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL

15.231, *et seq.*, known as the “Freedom of Information Act”.

13. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

14. Audit Rights

14.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

14.2 Inspection

The Contractor agrees that the County may inspect the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

14.3 Audit

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

14.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor’s performance under this Contract for a period of at least three (3) years after final payment.

15. Identity Theft Prevention

15.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the

Services.

15.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

16. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County’s Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an “occurrence basis” with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers’ Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers’ Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

16.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
324 S. Saginaw Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:
 - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
 - b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

16.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

17. Independent Contractor

The Contractor and its agents and employees are independent contractors and

are not the employees of the County.

18. General Provisions

18.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – Prevailing Wage Addendum

18.1.4. Exhibit C – Budget

18.1.5. Exhibit D – Insurance

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

18.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

18.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

18.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

18.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

18.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated

within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

18.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

18.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

18.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

18.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

WIELAND

COUNTY OF GENESEE

By: _____

By: _____

_____ [Name]

Dale K Weighill, Chairperson
Genesee County Board of
Commissioners

_____ [Title]

Date: _____

Date: _____

EXHIBIT A

The Scope of Work

The Construction Manager shall adhere to all requirements of the Genesee County Request for Proposals (RFP) #25-461 dated October 9, 2025, as well as Addendum #1 dated October 28, 2025.

A. Pre-Construction Phase Services:

Administration

- CM will work with representatives from the County including Purchasing and Board Authority as part of the development and execution of this project.
- CM will work collaboratively with the project team to review the proposed concept including access, traffic, drainage, parking, building placement, as well as architectural, civil, structural, mechanical, electrical, and environmental solutions.
- Attend all design meetings during schematic design, design development and construction document phases.
- Field verify and be knowledgeable of existing conditions and systems.
- Participate in QA/QC design reviews.

Scheduling

- Prepare and maintain the project schedule to discuss at each design meeting. Provide input as required to align the design, document development, bidding and construction with timeframe expectations. The Schedule shall include anticipated dates for Substantial Completion, Inspections, Commissioning, Occupancy, and Closeout.
- The CM shall research availability and lead times of site, building, and MEP systems on behalf of the project team, to assist in preparing documents and specifications that align with the Project Schedule.

Budgeting

- The Construction Manager (CM) will assist the County and A/E in establishing the project budget.
- CM will prepare an anticipated project construction budget based on Initial Project Information and subsequent milestones including 100% Design Development, 50% Construction Documents (CD) and 90% Construction Documents. This effort shall assess the anticipated budget for construction at each milestone and suggest opportunities for best-value strategies to maintain alignment with the County's overall project budget.
- CM shall collaborate with the Project Team to gather and maintain updated information as to anticipate systems and detail development and other constructability issues that have budgetary impacts.
- The Project Budget is anticipated to be established as a Guaranteed Maximum Price (GMP) at the 50% CD Phase of Development. The GMP shall identify an index of drawings and specifications (provided by A/E Team) allowances, overhead and profit, contingencies, and assumptions made by the CM.
- The CM is responsible for coordinating and procuring Delegated Design systems. (Refer to Section – Delegated Design)

Bidding

- Develop and prepare project bid packages and facilitate the bidding process in coordination with County representative(s) to align bidding documents with County policy.
- Bid documents must be in compliance with Insurance Requirements of County.
- Advertise, solicit, recruit bidders, and manage the bid process.
- Promote and conduct pre-solicitation meeting(s) for subcontractors in cooperation with the County.
- Facilitate the request-for-information (RFIs) process.
- Review and issue design addendums or revisions to provide interpretation in scope or correction in scope with collaboration with the AE firm. Provide estimating as necessary on scope changes.
- Conduct formal bid openings.
- Receive and evaluate bids/quotes with County representatives.
- Evaluate bids to determine the apparent best value bidder and develop recommendation(s) for award-of-bids.
- Provide budget verification with bids received.
- If scope alignment is required after bidding to project align with budget, provide value engineering opportunities.
- Generate a recommendation for the approval process with the A/E and County representative(s) based on the bids/quotes received.

B. Construction Phase Services:

- Coordinate construction documents for appropriate authority having jurisdiction (AHJ). This includes paying all anticipated plan review and permitting fees.
- Facilitate the review and required permits process.
- Coordinate meetings with AHJ, County, educational exhibit firm, and A/E as needed.
- Schedule and coordinate all contractor work.
- Lead the Construction kick-off meeting with all project team representative(s).
- Develop, maintain, and distribute master project schedules, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules. The CM will provide 3 week "look ahead" schedules that address action items due over the following 3 weeks by trades.
- Create and maintain bi-weekly OAC meeting schedule, and issue meeting minutes.
- Facilitate weekly contractor/trades meetings, provide and issue weekly report.
- Facilitate reviews of all contractor shop submittals with appropriate members of the project team, including County, educational exhibit firm, and A/E as appropriate.
- Maintain all submittal and bulletin logs and distribute records weekly.
- Monitor construction costs against County project budget.
- Coordinate, monitor construction, and installation with all project team representative(s).
- Facilitate responses and distribution of request-for-information (RFIs)
- Facilitate, issue and gather pricing for design revisions and proposal requests. Implement approved changes.

- Prepare, document, and obtain necessary authorizations for change orders.
- Review, provide recommendations, and submit all contractor invoices for payment with the monthly application and certificate for payment, and schedule of values. Monthly invoices should include a summary and percentage complete of work tasks.
- Ensure all permits are secured/posted, schedule inspections. Address all issues related to regulatory processes and requirements with the AHJ and the A/E.
- Assist in the coordination of needed monthly County Board Authority meetings for updates and reviews for approval.
- Coordinate timing of delivery and installation of County equipment, furnishings, signage, IT, security, FFE, etc.
- Work in coordination with educational exhibit firm for installation and deployment of fabricated educational components.
- Prepare and distribute weekly progress reports at the end of each week including photographs.
- Facilitate with contractors the final punch list development and completion, coordinate with County representatives, educational exhibit firm, A/E, and others.
- Administer post-construction close-out and warranty collection, transition to the County in a timely manner.
- Develop and deliver warranty log. The summarized log shall identify product, contractor and/or manufacturer information, warranty start and stop dates, and any special warranty period.
- Compile and deliver to the County project close-out manual to include record submittals, cut sheets, maintenance and training schedules, and other information as required.
- Provide the County with all as-built drawings indicating actual locations of work elements which vary from construction documents, this can be done in partnership with the A/E and project contractors. Provide Electronic Files, pdfs, and etc. on a thumb drive.
- As part of the scope of services, the CM must provide Construction Management Software (Procore or similar) for Owner and A/E Team use. The purpose of this will be a centralized location for all documents, to include but not limited to: Drawings, RFIs, Submittals, Meeting Minutes, Documents, Photos, Specifications.
- Provide a project safety management plan.

C. Delegated Design Systems:

The CM and appropriate Sub-Contractors will participate in design coordination meetings starting in the Design Development Phase. The engineer and architect of record will assign responsibility for detailed design of specific specialty building components anticipated to include the following:

- **054000 Cold-Formed Metal Framing**
- **084113 Aluminum-Framed Entrances and Storefronts**
- **092216 Non-Structural Metal Framing**
- **101400 Signage**
- **142000 Hydraulic Elevators**
- **133419 Metal Building Systems**

EXHIBIT B

Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at <https://sam.gov/content/wage-determinations>.
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The Contractor shall not misclassify work assignments.
5. The Contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the Contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the "Auditor"). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.
9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates to be specified. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates to be specified. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.
10. The Contractor shall include this Addendum in each subcontract entered into on this project and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.

EXHIBIT C Budget

Task 1 – Pre Construction Phase: **\$24,400**

Task 2 – Construction Phase: **\$579,827**

- Fee is percentage of total construction cost
- Construction Management Services: One and a half percent (1.5%)
- General Conditions: Four percent (4%)

Total Cost - \$604,227

Compensation for Change Orders (Fee is percentage of total construction cost)

- For sub-contracted work, the aggregate net cost directly paid by the Construction Manager to subcontractors or suppliers for performance of the Work plus a mark-up of five percent (5%)
- For self-performed work, the aggregate net cost to the Construction Manager for performance of the Work, by the Construction Managers own workers, plus a mark-up of zero percent (0%)

**EXHIBIT D
Insurance**

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **RFP: 25-461 – Construction Manager Services for a New Recycling and Education Center**

Coverage Required	Limits (Figures denote minimums)
X 1. Workers Compensation	Statutory limits of Michigan
X 2. Employers' Liability	\$1,000,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
X 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X 4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X 6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X 7. Umbrella liability/Excess Coverage	\$10,000,000 BI & PD and PI
X 8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
X 9. Other Insurance Required: Cyber, Inland Marine, Crime, OCP, Environmental	
X 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X 11. The Certificate must state bid number and title RFP 25-461 – Construction Manager Services for a New Recycling and Education Center	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

 X The above required policies carry the following deductibles:

General liability \$50,000

 X Liability policies are general liability, umbrella, auto professional
occurrence X **claims made** X

Robert Chapman, David Chapman Agency Robert J Chapman
Insurance Agent Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

WIELAND Corporation Gunnar VanDeberg
Contractor Signature Gunnar VanDeberg

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 6823604-03	Effective Date: 08/13/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Coverage Extension Endorsement - Michigan

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 6823606-03	Effective Date: 08/13/2025

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision will share on a pro rata basis with other valid and collectible insurance coverage of the same type purchased by the policyholder to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits.

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 6823604-03	08/13/2025	08/13/2026		11580000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 6823604-03	Effective Date: 08/13/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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Page 1 of 2

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	10*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

DESCRIPTION: Construction Manager - Recycling and Education Center

GL #	DESCRIPTION	Increase/(Decrease)
2321-735.00-804.000	CONSULTANTS	600,000.00



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section.

No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? New Contract

a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.

b. New Contract: Go to Question 2.

Bid Results

ITB # 25-461

Project Name: *Construction Manager Services for a New Recycling and Education Center

Vendor's Name:	Bid Price Submitted	Score	
DCC Construction	\$ 79,580.00	194	
AUCH Construction	\$ 68,660.00	215	
Corrigan Construction	\$ 37,804.00	218	
Frank Rewold & Sons	\$ 55,000.00		non-responsive bid
E&L Construction Group	\$ 12,500.00	204	
Ronnisch Construction Group	\$ 27,300.00	200	
Siwek	\$ -	184	
Sorensen Gross	\$ 62,480.00	272	includes interview score
Wieland	\$ 24,400.00	301	includes interview score
Quadrate	\$ 45,000.00	185	

*Pricing listed represents Pre-Construction Ph

DESCRIPTION: For construction manager

GL #	DESCRIPTION	Increase/(Decrease)
2321-735.00-804.000	CONSULTANTS	600,000.00



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6823604-03	Effective Date: 08/13/2025
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This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH®

Coverage Extension Endorsement - Michigan

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 6823606-03	Effective Date: 08/13/2025
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This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision will share on a pro rata basis with other valid and collectible insurance coverage of the same type purchased by the policyholder to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits.

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 6823604-03	08/13/2025	08/13/2026		11580000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6823604-03

Effective Date: 08/13/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	10*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0083

Agenda Date: 3/11/2026

Agenda #: 1.

To: Board of County Commissioners

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a purchase order to Carter Lumber, in an amount not to exceed \$29,566.84, for the purchase of a polebarn kit

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests approval of an expense to Carter Lumber for the purchase of a polebarn kit, in an amount not to exceed \$29,566.84.

BACKGROUND:

Parks construction crew will be building a maintenance building at Wolverine Campground. The expense is for the purchase of a 35x60 polebarn kit.

DISCUSSION:

NO USE OF GENERAL FUND.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Expense to be paid from account 2080-770.05-930.000.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This project conforms to the County's priority of Community & Economic Growth, creating a sense of place that retains and attracts visitors to the facility with continuous improvements, enhancing amenities and abilities to better service and provide for visitors to the facility. Continuous improvements to the facility drive economic growth in the area and allows the department to seek Long-Term Financial Stability through data-based decision making and planning and following all policies through accountability. The department will continue to promote safe communities and

communicate the available resources and services to our residents and visitors of our communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize an expenditure, in the form of a Purchase Order to Carter Lumber, in an amount not to exceed \$29,566.84, for the purchase of a polebarn kit for Wolverine Campground, said expense to be paid from account 2080-770.05-930.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 11, 2026 meeting of the Public Works Committee of this Board), and the Chief Financial Officer is directed, as necessary, to amend the budget lines associated with the project.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PRJOECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: _____(Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

Expense - Polebarn Kit - Wolverine

Entity	Quote
Carter	29,566.84
Troyer	34,047.00
Carport Central	30,763.00

GENESEE COUNTY PARKS & RECREATION COMMISSION
BUDGET ADJUSTMENT
9.30.26

GL#	DESCRIPTION	INCREASE/(DECREASE)
2080-770.05-930.000	REPAIRS GROUNDS	60,000.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0123

Agenda Date: 3/11/2026

Agenda #: 2.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Jeff Wright, Drain Commissioner, Genesee County Water & Waste Services

RE: Approval of a request by Genesee County's Drain Commissioner to sell the Hogan Road Boat Launch - Parcel No. 06-19-300-022 to Fenton Township

BOARD ACTION REQUESTED:

Resolution authorizing the sale of property to Fenton Township for recreational use, located near Hogan Road and the Shiawassee River.

BACKGROUND:

GCDC-WWS owns property adjacent to the Shiawassee River Along Hogan Road.

DISCUSSION:

Fenton Township wishes to purchase a portion of property owned by GCDC for the public access to the Shiawassee River for recreational purposes. GCDC-WWS has split a portion of the property, which has a Parcel ID #06-19-300-022. The Division of Water & Waste services requests authorization to sell the property to Fenton Township.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None. No negative impact on budget.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

Conformance with parcel splits in Fenton Township.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan (“Board”), authorized the establishment of a system or systems of water, sewer, or sewage disposal improvements and services in accordance with Public Act 341 of 1939; and

WHEREAS, after authorizing the establishment of this public improvement, this Board designated the Genesee County Drain Commissioner (“Drain Commissioner”) to act as the County Agency for said public improvement; and

WHEREAS, the Drain Commissioner created the Division of Water and Waste (“Division”) to meet the needs of the County Agency; and

WHEREAS, the Division has split off a portion of property that it owns in Fenton Township, which is now parcel 06-19-300-022; and

WHEREAS, Fenton Township wishes to purchase this parcel of property to create public access to the Shiawassee River for recreational purposes, and the Division desires to sell this parcel to Fenton Township; and

WHEREAS, the Division and/or the County Agency need this Board’s permission before it can sell said parcel of property.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee

County, Michigan, that the request by the Drain Commissioner, as the County Agency, to authorize selling parcel 06-19-300-022 in Fenton Township to Fenton Township, is approved (a copy of the memorandum request and quit claim deed being on file with the official records of the March 11, 2026 meeting of the Public Works Committee of this Board).

QUIT CLAIM DEED

THE GRANTOR: Genesee County Sanitary Sewer District No. 3 whose address is 4610 Beecher Rd, Flint, MI 48532

CONVEYS TO GRANTEE: Charter Township of Fenton whose address is 12060 Mantawauka Drive Fenton, MI 48430

The following described premises situated in the Township of Fenton County of Genesee and State of Michigan:

A PARCEL OF LAND BEG S 89 DEG 42 MIN E 1140.46 FT & N 0 DEG 31 MIN 43 SEC E 1360.02 FT FROM SW CLOSING CORNER OF SEC 19 TH N 89 DEG 28 MIN 17 SEC W 73 FT TH N 0 DEG 31 MIN 43 SEC E 425.03 FT TH S 82 DEG 48 MIN 11 SEC E 73.51 FT TH S 0 DEG 31 MIN 43 SEC W 416.48 FT TO PL OF BEG SEC 19 R5N R6E (26) .705A SPLIT ON 07/08/2025 FROM 06-19-300-015

Commonly known as : V/L Hogan Road, Linden, MI 48451– Hogan Road Boat Launch
PID : 06-19-300-022
Consideration: None (\$0.00)

This deed is made subject to all building restrictions, easements and reservations in the chain of title or of record, or which would show in the examination of the premises.

The Grantor grants the Grantee the right to make all divisions under section 108 of the land division act No.288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or farm operation generally accepted agricultural management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: This ____ day of _____, 2026

IN WITNESS WHEREOF, we have hereunto set out hands and seals this ____ day of _____, 2026.

John F. O’Brien
Genesee County Division Director

Jeffrey Wright
Genesee County Drain Commissioner

STATE OF MICHIGAN
SS,
COUNTY OF GENESEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____.

Notary Public
_____ County, Michigan, my commission expires on _____.

EXEMPT FROM COUNTY AND STATE TRANSFER TAXES PER MCL 207.526(h) AND MCL 207.505(h)

When Recorded Return to:
Charter Township of Fenton
12060 Mantawauka Drive
Fenton, MI 48430

Drafted By:
Charter Township of Fenton
12060 Mantawauka Drive
Fenton, MI 48430



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0162

Agenda Date: 3/11/2026

Agenda #: 3.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Michael Dawisha, CIO

RE: Approval to adopt the Genesee County's updated Technology Use Policy

BOARD ACTION REQUESTED:

Approval to adopt the Genesee County's updated Technology Use Policy

BACKGROUND:

Genesee County relies on technology every day to deliver services, support internal operations, and protect information. As technology use has expanded across departments, work locations, and devices, it has become important to have one clear, Countywide standard that explains what acceptable technology use looks like and what users are responsible for when using County resources. The intent is to establish a single, updated policy framework that can be applied consistently across County operations and maintained over time as technology and security risks continue to change.

DISCUSSION:

Adoption of the Technology Use Policy establishes Countywide guidelines for the appropriate use of County-provided networks, computers, internet access, and devices by all employees, contractors, and authorized users, both on and off County premises. The policy standardizes secure access and handling of County resources by requiring multi-factor authentication for County systems and clarifying that personal phones may be used only for identity verification through approved MFA apps. It also limits personally owned device use by restricting BYOD to personal cell phones and prohibiting County business, communications, and data storage on personal devices, while requiring County data to be stored and shared only through approved systems and secure methods. The policy supports remote and hybrid work by requiring a secure work environment, mandatory VPN access, use of County-owned devices for County work, and restrictions on printing County documents at home unless authorized. Responsible use of AI is permitted when IT-approved tools are used, sensitive data is not entered into unapproved systems, and users complete human review and remain accountable for accuracy and compliance. Finally, the policy supports consistent operations by establishing incident reporting expectations and annual cybersecurity training, clarifying appropriate monitoring for security and compliance purposes, and outlining how violations will be addressed. It also consolidates and replaces prior technology-related policies upon issuance.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources.

IMPACT ON BUDGET:

There is no impact on the budget.

IMPACT ON FACILITIES:

There is no impact on Facilities.

IMPACT ON TECHNOLOGY:

Reviewed and submitted by IT.

CONFORMITY TO COUNTY PRIORITIES:

This policy aligns with Healthy, Livable & Safe Communities by improving security controls and data handling standards, supporting continuity of County services and protecting sensitive resident information from misuse or unauthorized access.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan (“Board”), hereby adopts and authorizes the implementation of the attached Technology Use Policy (“Policy”).

BE IT FURTHER RESOLVED, that this new Policy supersedes any and all current or past polices related to technology use, that any other resolutions or policies related to technology use adopted by this Board are hereby rescinded, and that this Policy shall remain in effect until further action of this Board.

Attachment



02.003: Technology Use Policy

Effective: xx/xx/xxxx – RES-XXXX-XXX

Purpose:

The purpose of this policy is to establish guidelines for the appropriate use of County-provided networks, computers, internet access, and devices, as well as personally owned devices used for County business. It aims to ensure secure, ethical, and efficient use of network resources and devices to promote productivity, protect sensitive data, and maintain the County's cybersecurity standards.

Authority and Responsibility:

This policy is authorized by the Board of Commissioners. The Chief Information Officer (CIO) is responsible for its implementation and oversight. The IT Department monitors compliance, provides training, and supports secure internet and device use.

Application:

This policy applies to all employees, contractors, and authorized users (hereafter referred to as "users") who use County-provided or approved personal devices, including computers, laptops, and devices. It governs the use of County network resources, data access, and software applications both on and off County premises.



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Definitions:

1. **User(s):** Any elected official, appointee, employee, contractor, vendor, volunteer or other authorized individual who accesses County systems, networks, devices, or data in the course of their work or services provided to Genesee County.
2. **Supervisor:** An employee's direct manager or departmental leader responsible for approving requests and ensuring compliance with County policies. In the case of non-employee users, this term refers to the employee responsible for overseeing the user's activities for the county.
3. **County-Approved:** Refers to tools, platforms, or processes that have been evaluated, authorized, and designated as acceptable for use by the County's IT Department.
4. **County-Issued:** Devices, tools, or resources provided to users by Genesee County, including but not limited to laptops, desktops, phones, software, and email accounts, for the purpose of performing job responsibilities. The County's IT Department is responsible for procuring and tracking.
5. **Access credentials:** Any username, password, multi-factor authentication method, badge, keycard, token, certificate, or other mechanism used to authenticate identity or authorize access to County systems, applications, or facilities.
6. **Mobile Devices:** Portable computing devices capable of storing, processing, or transmitting data without a fixed physical connection. This includes smartphones, tablets, and similar handheld devices that can connect to County systems, networks, or resources, whether County-issued or personally owned.
7. **Sensitive Data:** Information classified as confidential or critical to County operations. This includes Personally Identifiable Information (PII), health records, legal documents, financial data, tax records, court records and other information that, if disclosed, could harm the County, its employees, or the public.
8. **Remote Work:** Refers to a work arrangement in which users perform their job duties and responsibilities from a location outside of the county's physical offices.
9. **Hybrid Work:** Hybrid work is an employee benefit that may be granted under limited circumstances to allow employees to perform some of their duties from home.
10. **County Network:** All wired and wireless infrastructure, firewalls, VPNs, and internet connections maintained by the County.
11. **IT Department:** The department responsible for technology governance, security, and support.
12. **FOIA:** Freedom of Information Act, a federal law requiring disclosure of public records upon request.
13. **Sensitive System:** Any system storing or processing confidential or critical data, or designated as sensitive by IT.



Policy:

1. Provided Technology and User Responsibilities

- a. Genesee County is committed to equipping its users with the technology and resources necessary to perform their duties effectively, securely, and efficiently. As part of this commitment, each user will be provided with a county email address, a computer, and a desk or softphone as required by their role. County-issued cell phones may be provided based on specific operational needs, determined by department requirements and approved by the Department Head. It is the County's intent to provide all users with the appropriate technology tools and resources needed to fulfill their responsibilities without requiring the use or purchase of personal technology.
- b. Users must only use County-approved devices and resources to conduct County business, ensuring compliance with applicable policies, safeguarding sensitive information, and maintaining a unified standard of technology and security.
- c. Users are prohibited from installing unauthorized software, applications, or browser extensions on County devices. All software requests must go through IT for approval.
- d. All County-issued technology must be inventoried by the IT department and tagged with an asset ID when appropriate.
- e. Technology may not be reassigned or transferred to another user without prior authorization from the IT Department.
- f. All technology assigned to, or for, individuals will be returned to the IT Department upon separation or reassignment of said user.

2. County Issued Mobile Device Eligibility and Usage

- a. County-issued mobile devices and related services may be provided to certain Genesee County users to conduct work related business. The user's Department Head will determine the need for a cell phone and must approve any requests prior to device issuance.
- b. County issued mobile devices may be assigned to users provided that at least one of the following criteria is met. Simple convenience is not a valid criterion for issuance.
 - i. The job function of the user requires considerable time outside of their assigned office or work area and it is important to the County that they are accessible during those times.
 - ii. The job function of the user requires them to be accessible outside of scheduled or normal working hours.
- c. County issued mobile devices are subject to monitoring and may be collected during litigation or Freedom of Information Act requests.

Acquisition and Issuance



- d. All County provided mobile devices are to be acquired through the IT Department. No other department is authorized to acquire mobile devices independently.
 - i. The IT Department is responsible for ordering and managing all mobile devices, service and accessories.
 - ii. The cost of the mobile devices, service and accessories will be the responsibility of the user's department.
 - iii. Mobile devices and service providers shall be managed through the Genesee County IT Department.
 - iv. Mobile devices will use the County-managed Mobile Device Management
 - v. The IT Department will provide the necessary orientation and training of new equipment.

Loss of Business Need

- e. The Department Head or designee is responsible for notifying the IT department when the user no longer has a business need for a cell phone. Department Heads are responsible for notifying the IT department when the user terminates employment or contractual relationship with the County and for ensuring the user returns their cell phone and any accessories.

3. Bring Your Own Device (BYOD) Policy

- a. BYOD is strictly limited to personal cell phones. The use of personal laptops, tablets, or other devices for County business is prohibited unless written authorized by the IT department is obtained. County-provided computers and devices are required for all work to ensure secure, compliant access to County resources.
- b. It is important to understand that personal device use is optional and at the user's own risk. The county is not responsible for the loss, theft, or any damage caused to or by a personally owned device. In certain cases, the use of a personal device may bring the device into the scope of certain FOIA or legal requests. If you have questions or concerns, please contact the IT Helpdesk prior to connecting your personal device.
- c. County business, communications, and data storage must not occur on personal devices. This includes but is not limited to scanned images, pictures or videos.
- d. The IT Department may revoke or restrict personal device access to County systems if security concerns are identified.

4. Requesting Additional Technology Resources

- a. If a user identifies a new technology need that is not met by their current County-issued resources:



- i. **Discuss the Need with Your Supervisor:** Users must first bring the matter to their immediate supervisor. The supervisor will evaluate the request in the context of the user's job responsibilities and operational needs.
- ii. **Submit a Formal Request to IT:** If the supervisor agrees that additional resources are necessary, the supervisor will assist the user in submitting a formal technology request to the County's IT department. Requests should include a clear explanation of the need, how the requested technology will enhance or support the user's duties, and any relevant supporting documentation.
- iii. **IT Evaluation and Approval:** The IT department will review the request to ensure it aligns with the County's technology standards, cybersecurity requirements, and budgetary constraints. If approved, IT will provide the necessary technology or an alternative solution that meets the identified need.
- iv. **See Policy:** IT Procurement Policy for more details

5. Multi-Factor Authentication (MFA) and Personal Device Use

- a. As part of the County's cybersecurity program, Multi-Factor Authentication (MFA) is required to access County systems and accounts. MFA provides an additional layer of security by verifying user identity through a trusted device, such as a smartphone. This practice helps protect sensitive County data and systems against unauthorized access.
 - i. **Purpose of MFA on Personal Devices:** The use of a personal device for MFA is strictly limited to identity verification. This does not constitute the use of personal technology for County operations.
 - ii. **Separation of County Work and Personal Device Use:** MFA apps, such as DUO and Microsoft Authenticator, installed on personal smartphones are limited to authentication functions only. MFA apps do not process any data or perform any function other than confirming identity.
 - iii. **Security and Privacy Protections:** The County does not monitor or access any personal data on personal devices used for MFA. The MFA application operates independently and is solely used for identity verification.

6. Account Security and Password Management

- a. To protect County systems, facilities, and sensitive information, all users must adhere to strict account and access credential security practices.
 - i. **Account Integrity:** Users must not share, duplicate, or replicate their access credentials. Each user must log in using their assigned account and ensure they are logged out when not actively using the system.



- ii. **Password Confidentiality:** Passwords must remain confidential and must not be disclosed, written down in unsecured locations, or stored in an unapproved manner.
- iii. **Password Complexity Requirements:** Passwords must adhere to the requirements set by County IT and will be enforced when resetting a computer account password.
 - i) When creating a password for a cloud-based service, use a unique password that adheres to the following criteria: a minimum of 12 characters, must include both uppercase and lowercase letters, at least one number (0–9), and one special character (e.g., @, #, \$, %).
 - ii) It is recommended to use passphrases to create secure and memorable passwords, such as 'Gr3at!DayT@Work2026'.
- iv. **Unique Password Requirements:** Users must create a unique password for each account. Reuse of passwords across multiple systems or services is prohibited.
- v. **Password Management Best Practices:** Passwords should not be written down, stored on paper, or saved in unsecured locations. Users are encouraged to use a password manager approved by IT Security to securely store and manage unique passwords.
- vi. **Credential Duplication:** Access credentials must not be copied, cloned, or replicated. Physical credentials (such as badges or keycards) may not be duplicated or embedded into personal devices, wearables, or third-party tools. County-managed authentication methods deployed through approved systems are permitted.
- vii. **Multifactor Authentication / SSO:** When available, MFA must be enabled for all accounts. Users must notify IT if a service supports Single Sign-On (SSO) to reduce password usage and improve security.
- viii. **Compromised Password:** If a user suspects their password is compromised, the users should change their passwords and notify the IT department immediately.

7. Data Protection and Classification

- a. To safeguard the confidentiality, integrity, and availability of County data, all users are responsible for protecting information accessed, created, transmitted, or stored using County technology resources.

2. Data Classification

- i. Departments are responsible for identifying and documenting the types and sources of confidential data they manage.
- ii. Confidential data includes, but is not limited to:
 - i) Information protected by law or regulation (such as HIPAA, FERPA, CJIS Security Policy, or similar laws)



- ii) Personally Identifiable Information (PII), Protected Health Information (PHI), Sensitive PII (SPII), or other data that could cause harm or legal liability if disclosed
- iii) Any data a department designates as confidential or sensitive
- iii. Users must treat all data as confidential until confirmed otherwise by their department.

3. Handling and Storage

- i. Confidential data must only be stored on County-managed systems or County-approved cloud services.
- ii. Users must not store Confidential data on personal devices, removable media, or unapproved third-party services.
- iii. Users must apply security controls appropriate to the data's sensitivity, including encryption and Multi-factor authentication (MFA) when available.

4. Transmission and Sharing

- i. Confidential data must not be transmitted via unencrypted email or messaging platforms.
- ii. Data sharing outside the County must be authorized and use secure, approved methods.
- iii. Users must verify the recipient's identity before sending Confidential data.

5. Data Retention and Destruction

- i. Users must comply with the County's Data Retention and Data Destruction policies when handling or disposing of data, whether physical or electronic.
- ii. Users must not delete, destroy, or dispose of data without confirming compliance with retention requirements.
- iii. Digital media and physical documents containing Confidential data must be disposed of only through County-approved processes managed or approved by the IT department

6. Reporting and Accountability

- i. Any suspected loss, exposure, or unauthorized disclosure of Confidential data must be reported immediately to the IT Department.
- ii. Failure to comply with data protection requirements may result in disciplinary action, up to and including termination of employment.

8. Acceptable Use

The use of email, internet, and sensitive data must align with Genesee County's policies to ensure security, efficiency, and compliance with legal and operational standards. This section outlines acceptable use for these critical resources.

a. Email Acceptable Use

7. Official County Business

- i. County-provided email accounts must be used for all work-related communications.



- ii. Personal email accounts must never be used to conduct County business under any circumstances.

8. Professional and Appropriate Content

- iii. Emails sent from County accounts must reflect professionalism and adhere to County policies on respect and non-discrimination.
- iv. The use of County email for personal, political, or commercial purposes is prohibited.

9. Use of County Email for Accounts and Subscriptions

- v. Users may use their County email address to create user accounts for operationally necessary services, such as accessing work related tools, subscriptions, or resources related to their job responsibilities.
- vi. County email addresses may also be used to subscribe to industry-related newsletters, webinars, and professional development materials that align with County objectives.
- vii. County email addresses must not be used for personal purposes, such as shopping accounts, entertainment services, or unrelated social media platforms.

10. Email Signatures

- viii. Email signatures must be professional in appearance and follow the Genesee County Style Guide.
- ix. Signatures should include accurate and up-to-date information such as the user's name, title, department, and contact details.
- x. Personal quotes, slogans, or unrelated graphics are not permitted in County email signatures.

11. Attachments and Links

- xi. Users must exercise caution when opening email attachments or clicking on links, particularly from unknown or unverified sources.
- xii. If a suspicious email is received, it must be reported to IT immediately.

12. Email Retention and Records

- xiii. The County complies with all Federal, State and Local record retention requirements including FOIA. All emails received or sent from the County email system are deemed work related and may be subject to FOIA or legal requests.

b. Internet Acceptable Use

13. Work-Related Activities

- i. Internet use must be primarily for activities that support County operations, research, and job-related functions.
- ii. Users may access work-related tools, resources, and training via the internet.

14. Prohibited Activities



- iii. Accessing, downloading, or sharing inappropriate, illegal, or offensive content is strictly prohibited. This includes, but is not limited to, obscene, sexually explicit, discriminatory, or harassing material.
- iv. Users must not use the internet for gambling, gaming, or conduct personal business.

15. Cybersecurity Best Practices

- v. Users must avoid visiting untrusted websites and downloading unauthorized software or files to protect County systems from malware and other threats.

c. County Data Acceptable Use

16. Data Integrity and Confidentiality

- i. Users are responsible for safeguarding County data, ensuring it is only accessed by authorized individuals and used for official County business.
- ii. Access to sensitive data is strictly for official County use only. Any use of sensitive data outside of the scope of a user's job responsibilities is considered unauthorized and will not be tolerated.

17. Prohibited Use of Sensitive Data

- iii. Unauthorized access, sharing, or use of sensitive data—including but not limited to personal information, confidential records, or proprietary County information—is strictly prohibited.
- iv. Any unauthorized use of sensitive data may result in disciplinary action, up to and including termination of employment and legal action.

18. Data Storage

- v. County data must only be stored on approved systems, such as County network drives or authorized cloud services.
- vi. Storing County data on personal devices or unapproved platforms (e.g., personal cloud accounts) is strictly prohibited.

19. Data Sharing and Transmission

- vii. Users must use secure methods to share and transmit County data, such as encrypted email or County-approved file-sharing platforms.
- viii. Sharing County data via personal email, messaging apps, or unauthorized platforms is prohibited.

20. Incident Reporting

- ix. Users must inform IT immediately of any unauthorized access, loss, or misuse of data to limit harm and to initiate prompt remediation.

9. Use of Artificial Intelligence (AI) Tools

Genesee County supports the responsible use of Artificial Intelligence (AI) technologies to improve productivity, service delivery, and operational effectiveness. AI tools may assist users with research, drafting, analysis, and automation. Use of AI is



subject to the same security, privacy, legal, and compliance obligations that apply to all County technology resources.

- a. **Approved AI Tools:** Only AI tools explicitly approved by the IT Department may be used to process County data. Approval must be obtained in writing prior to use.
- b. **Prohibited Data:** Users are prohibited from providing confidential, sensitive, regulated, or personally identifiable information (PII) to any AI system that has not been approved by the IT Department.
- c. **Permitted AI Usage:** Approved or public AI tools may be used for low-risk activities such as:
 - i. Publicly available data
 - ii. Drafting non-sensitive content (e.g., templates, forms, reports)
 - iii. Summarizing publicly available policies, procedures, or regulations
- d. **Human Review and Accountability:** All AI-generated content must be reviewed by the user for accuracy, completeness, and compliance prior to use or publication. Users are responsible for the content they create using AI tools.
- e. **Use of AI for Decision-Making:** AI tools may not be used to make final personnel, legal, or financial decisions. Any AI-assisted recommendation must be independently verified.
- f. **Accounts and Access:** Users must not create accounts on external AI platforms using their County credentials or email address without prior written approval by the IT Department.
- g. **Misuse and Monitoring:** The IT Department may monitor and audit AI tool usage. Unauthorized or unsafe use of AI tools will result in loss of access and may lead to disciplinary action.
- h. **Third-Party or Embedded AI Features:** AI features embedded within County-approved software must only be used after enabling any security controls or data boundaries required by the IT Department.
- i. **Training Data Restrictions:** Users must not allow, authorize or directly use County data to train, fine-tune, or customize any AI system without express written approval from the IT Department
- j. **Records and Retention:** AI-generated content used for official County business constitutes a County record and is subject to applicable records retention, FOIA, and legal disclosure requirements.

10. Personal Use and Misuse

- a. The use of County-provided technology, internet access, and devices is intended to support the operational needs of Genesee County. While limited personal use is permitted under specific circumstances, users must ensure their activities comply with the following guidelines to avoid misuse:



Acceptable Personal Use

b. Limited Personal Use

- i. Incidental and reasonable personal use of County devices, internet, and personal email is allowed during breaks or non-working hours, provided it does not interfere with County operations, reduce productivity, or violate County policies.

c. Appropriate Content and Activities

- i. Personal use must not involve accessing, downloading, or transmitting content that is inappropriate, illegal, or offensive. This includes, but is not limited to, obscene, sexually explicit, violent, discriminatory, or harassing content.

Prohibited Misuse

d. Excessive Personal Use

- i. Extensive or habitual use of County resources for personal purposes is prohibited. This includes streaming non-work-related media, gaming, or conducting non-work-related business activities on County time or using County resources.

e. Using Personal Accounts for County Activity

- i. County data may not be stored on personal cloud storage platforms such as Google Drive, Dropbox, or iCloud.

f. Unauthorized Use of County Resources

- i. Users are prohibited from using County devices, software, or networks to perform work for personal gain, private businesses, or outside organizations unless explicitly authorized by County IT.

g. Illegal or Unethical Activities

- i. Engaging in illegal activities, such as hacking, pirating software, or accessing unauthorized systems, is strictly prohibited and will result in disciplinary action.
- ii. Users must not use County resources to promote political campaigns, solicitations, or personal causes unrelated to County business.

h. Personal Email and Social Media Misuse

- i. Personal email accounts and social media platforms must not be used for conducting official County business.
- ii. Users are prohibited from using County email addresses to sign up for personal services or accounts unrelated to County operations.

11. Approved Communication Channels

- a. All County-related communications must occur through County-approved communication channels, including County-provided email, messaging platforms, and phones. These channels are designed to ensure secure, consistent, and



- transparent communication that aligns with the County's operational and regulatory requirements.
- b. The use of personal email accounts, messaging apps, or personal cell phone numbers for conducting official County business is strictly prohibited. This policy ensures that all work-related communications are properly documented, easily retrievable, and compliant with legal obligations, such as FOIA requests.
 - c. County business communications that include sensitive or confidential data must be sent only through County-managed secure communication systems and encrypted when possible.
- d. Social Media Use for County Business**
- i. Users must not use personal social media accounts for official County communications or to conduct County business. Posts made on behalf of the County, including responses to public inquiries or dissemination of information, must be made through County-approved social media accounts managed by designated personnel or departments.
 - ii. The IT Department is responsible for reviewing and facilitating the establishment of any social media account. The IT department is designated as the social media record keeper and must be given access to the username and password established to manage any County social media page.
 - iii. Users authorized to post on County social media channels must adhere to the County's Social Media Policy to ensure professionalism, accuracy, and alignment with County values and goals.
- e. Personal Social Media Use**
- i. The County recognizes and respects users' right to use personal social media accounts outside of work. However, users are encouraged to act responsibly and professionally on social media platforms. Even when posting on personal accounts, users should be mindful that their statements and behavior may be perceived as reflecting on the County.
 - ii. While the County does not seek to restrict personal expression, users are advised to avoid content that could damage the County's reputation, disclose confidential information, or appear as an official statement from the County. If identifying as a County user on social media, users should include a disclaimer indicating that opinions expressed are their own and do not represent the views of Genesee County.

12. Data and Communication Integrity

- a. All users are reminded of the importance of maintaining the integrity of data and communications. County communications may be subject to the Freedom of Information Act (FOIA) and other legal or regulatory requests. Therefore, it is imperative to only use County-approved communication methods for work-



related interactions. This ensures that proper records are maintained, enabling the County to meet transparency, accountability, and compliance standards.

- b. Using only County-authorized email, messaging platforms, and communication channels ensures that communications are properly archived and available for retrieval if necessary. Personal email, messaging apps, or non-County-approved communication platforms are strictly prohibited for official County business.
- c. Failure to adhere to approved communication methods can lead to non-compliance with public records requests, legal obligations, and County policy. Any user found violating this section may face disciplinary action, as unauthorized communication may hinder the County's ability to meet legal requirements.

13. Remote and Hybrid Work Guidelines

- a. Genesee County supports the use of remote and hybrid work arrangements where operationally feasible and in alignment with the County's goals and the user's role. These arrangements are defined and governed as follows:

Remote Work

- b. Remote work refers to tasks performed outside of County buildings as part of the County's operational needs. Remote work arrangements are determined based on the role's requirements. This type of work is not discretionary but is dictated by the nature of the position and the department's needs.
 - i. Remote work is authorized for specific roles when working outside of County facilities is required to fulfill job duties.
 - ii. Users performing remote work must utilize a County-issued device and must access County resources exclusively through a County-approved Virtual Private Network (VPN) to ensure data security and compliance.
 - iii. Requests for remote work access or resources must be submitted by the user's supervisor directly to the IT Department for review and approval.

Hybrid Work

- c. Hybrid work is an employee benefit that may be granted under limited circumstances to allow employees to perform some of their duties from home. Hybrid work arrangements are not guaranteed and are dependent on departmental approval. These arrangements must align with the role's responsibilities and the department's operational needs.

21. See Policy: [Hybrid Work Policy](#) for more details

22.

23. General Requirements

- d. Users working remotely or in a hybrid capacity must maintain the same level of productivity and professionalism as expected within the office.



- e. Both remote and hybrid workers must maintain a secure work environment, including a private workspace, locked screens, and physically secured County equipment.
- f. VPN access is mandatory for connecting to County systems and resources.
- g. Users must adhere to all County policies, including those related to data security, device use, and communication channels, while working remotely or in a hybrid environment.
- h. County-owned devices must be used for all County work unless explicitly authorized otherwise.
- i. Printing County documents at home is prohibited unless specifically authorized by the IT Department
- j. The County reserves the right to modify or terminate remote or hybrid work arrangements if it is deemed to no longer meet operational needs or if the user fails to adhere to the outlined requirements.

14. Physical Security of Technology

To protect County-issued technology and ensure the security of sensitive data, users must adhere to the following guidelines for the physical security of devices:

Securing Devices When Not in Use

- a. County-issued devices, including laptops, cell phones, and tablets, must be securely stored when not in use.
- b. Devices must be locked (e.g., with a password, PIN, or biometric authentication) before being left unattended, even for short periods.

Prohibition on Leaving Devices in Vehicles

- c. Users must not leave laptops, tablets, or other County-issued devices in vehicles overnight or when unattended for any extended period.
- d. If transporting devices in a vehicle, users should store them out of sight, such as in a locked trunk, to reduce the risk of theft.

Unattended Technology

- e. When working remotely, users must ensure that County-issued technology is never left unattended in public spaces, such as cafes, libraries, or co-working environments.
- f. Users should maintain physical possession of their devices at all times while working in a non-secure location.

Awareness of Surroundings



- g. Users working remotely or in public spaces must ensure that their screen is not visible to unauthorized individuals, including those nearby or via surveillance cameras.
- h. Use a privacy screen or position the device to minimize visibility of sensitive information if working in areas where others might have a line of sight.

Additional Protective Measures

- i. Users are encouraged to use carrying cases or protective sleeves to prevent physical damage to laptops or tablets during transport.
- j. When storing devices at home, they should be kept in a secure and stable location, away from potential hazards such as pets, spills, or extreme temperatures.

15. Replacement and Reutilization

Genesee County is committed to ensuring that technology resources remain efficient, secure, and aligned with operational needs. To support this, the County has established the following guidelines for the replacement and reutilization of technology:

Technology Lifecycle Management

- a. All County-issued technology, including computers, laptops, mobile devices, and peripherals, will be evaluated periodically to determine whether they meet operational performance and security requirements.
- b. Devices nearing the end of their lifecycle, typically 5 years depending on usage and functionality, will be replaced proactively by the County IT Department to maintain operational efficiency and compliance with security standards.

Replacement Requests

- c. Users experiencing performance issues or device failures must report them to the IT Department. Replacement requests must be approved by the user's supervisor prior to being sent to IT.
- d. IT will review all performance issues and determine the appropriate manner to address the issue. This may include software cleanup, hardware and software upgrades, or even recommendations to adjust workflow. Device replacement will be considered only if the device is out of life-cycle or all other solutions have been unsuccessful.

Return Equipment to IT Department

- e. All devices that are replaced must be returned to the IT Department for secure data wiping and inventory reconciliation.



- f. Upon termination of employment, change in role, or issuance of a replacement device, users must return all County-issued technology to the IT Department. Failure to return equipment may result in disciplinary action or financial liability.
- g. Departments must not retain or repurpose County-owned devices without explicit authorization.

Evaluation for Reutilization

- h. Devices returned to the IT Department will be evaluated for potential reutilization. If a device still meets performance and security standards, it may be reassigned to another user or department.
- i. Equipment unsuitable for reassignment will be decommissioned and disposed of in accordance with the County's IT asset disposal procedures.

Reassignment of Reusable Devices

- j. The IT Department will prioritize reassignment of reusable devices based on departmental needs and requests.
- k. Reassigned devices will be reset, updated with the latest software, and tested to ensure proper functionality before deployment.

Environmental Responsibility

- l. Technology that cannot be reused will be securely recycled or disposed of in compliance with environmental regulations and County sustainability initiatives.

16. Reporting Lost, Stolen, or Damaged Devices

- a. Any loss, theft, or damage of County-issued devices must be reported immediately to the IT Department and the user's supervisor. Timely reporting allows the County to secure data, track devices, and, if necessary, initiate a response to minimize security risks.
- b. Costs incurred for replacement or repair, due to normal course of business, will be the responsibility of the user's department.
- c. The user may be held responsible for any costs incurred for replacement or repair of equipment damaged through negligence or carelessness of said user.
- d. All replacement or repair requests are to be processed by the IT Department.

17. Incident Reporting

- a. To protect County systems and data, all users are required to promptly report any suspected or confirmed security incidents.
- b. **Immediate Notification:** Users must immediately notify the IT Department of any suspected:
 - i. Cybersecurity incidents, including data breaches, malware infections, phishing attempts, or ransomware.
 - ii. Unauthorized access to County systems or accounts.



- iii. Lost or stolen County-issued devices or storage media.
- iv. Accidental disclosure or transmission of sensitive or confidential information.
- c. **Reporting Method:**
 - i. Submit a Helpdesk ticket through the County IT Helpdesk system
 - ii. Call the IT Helpdesk at 810-257-3007 for urgent or time-sensitive issues
 - iii. Notify your supervisor
- d. **Preservation of Evidence:** Users must not attempt to investigate, delete, remediate, or otherwise alter any suspected incident. Systems should remain powered on and connected unless otherwise instructed by the IT Department.
- e. **Post-Incident Cooperation:** Users must fully cooperate with all IT Department investigations, including providing relevant information, access, or documentation as requested.
- f. **Confidentiality:** Information related to incidents must not be discussed or shared with anyone other than the IT Department or authorized County leadership

18. Mandatory Cybersecurity Training

- a. All users must complete annual cybersecurity training assigned by the County. This training ensures users remain informed about current security threats, best practices, and policies.
 - i. **Annual Training:** Annual training will be assigned near the start of each calendar year with a 30-day window to complete the training. New users granted access to County-issued technology resources will be assigned the current year's training at the time access is granted. For new users this will occur during the onboarding process.
 - ii. **Remediation Training:** Users may be assigned additional or remedial technology, compliance or cybersecurity training at any time throughout the year based on specific needs identified by their office or department, Information Technology or the County.
- b. Completion of cybersecurity training is mandatory for all users. Failure to complete assigned training within the designated period will result in immediate termination of access to County email, network resources, and computer systems.

19. Monitoring and Compliance

- a. The County reserves the right to monitor internet activity, device usage, and account access to ensure compliance with this policy and to protect the County's interests. Users should have no expectation of privacy on County-owned devices or when accessing County resources on personal devices.



20. Enforcement

- a. To maintain a secure and reliable technology environment, violations of this policy will result in corrective or disciplinary actions.
- b. **Potential Disciplinary Actions:** Depending on severity and intent, violations may result in:
 - i. Verbal or written warnings
 - ii. Temporary or permanent loss of access to County technology resources
 - iii. Suspension or termination of employment
 - iv. Referral for civil or criminal investigation when applicable
- c. **Supervisor Responsibilities:** Supervisors and Department Heads are responsible for enforcing this policy within their areas, including notifying the IT Department of known or suspected violations.
- d. **Intentional Misconduct:** Intentional, reckless, or repeated violations will be treated as serious misconduct and may result in immediate loss of access or removal from duty.
- e. **Third-Party Users:** Contractors, vendors, or other third parties who violate this policy may have their access to County systems restricted or revoked and may be subject to corrective actions under the terms of their agreements, up to and including contract termination.

21. Conclusion

- a. This policy ensures that Genesee County maintains a secure, efficient, and responsible digital environment. By safeguarding sensitive data, reducing cybersecurity risks, and enforcing best practices, the County promotes a productive and secure culture among its users.
- b. This policy supersedes and replaces the prior Internet Use Policy, Email Policy, Cell Phone Policy, Laptop Policy, and Computer Reutilization Policy, effective immediately upon issuance.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0165

Agenda Date: 3/11/2026

Agenda #: 4.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$80,000.00, to provide for the purchase of bulk salt and landscape supplies; the cost of this purchase order will be paid from the accounts listed

BOARD ACTION REQUESTED:

Approval of a request by Facilities and Operations to increase allowable spending with Chemco, Ficks, Rock Bottom, and possibly other vendors if inventory is not available in an amount not to exceed \$80,000.00 to provide for the purchase of bulk salt and landscape supplies.

BACKGROUND:

Facilities and Operations staff maintain the parking lots and sidewalks throughout the county. Due to the winter weather and rising costs of salt we have reached the allowable spending with these vendors without further approval.

DISCUSSION:

By approving this request it will ensure we have continuous supplies of salt during the winter months, and landscape supplies as needed later in the year. Purchases are made based on availability and costs.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds will be paid out of accounts below depending on the need:

1010-265.00-930.000

1010-267.00-930.000

1010-309.00-930.000

2130-430.00-930.000

2827-699.54-930.000

2920-356.00-930.000

IMPACT ON FACILITIES:

Facilities and Operations will be able to continue to keep facilities operating and safe.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This will help facilities to continue providing a healthy, livable, & safe community by making sure we are able to keep our facilities running efficiently, providing safe working areas for employees and the public.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by Director of Facilities and Operations to authorize increasing allowable spending to purchase bulk salt and landscape supplies from various vendors, in an amount not to exceed \$80,000.00 to be paid from accounts 1010-265.00-930.000, 1010-267.00-930.000, 1010-309.00-930.000, 2130-430.00-930.000, 2827-699.54-930.000, and 2920-356.00-930.000, as necessary, is approved (a copy of the memorandum request being on file with the official records of the March 11, 2026 meeting of the Public Works Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0197

Agenda Date: 3/11/2026

Agenda #: 5.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of a purchase order to Pinnacle Design for the fiscal year ending 2026, in an amount not to exceed \$200,000.00, to provide for the purchase of furniture in all county departments; the cost of this purchase order will be paid by the ordering department subject to available budget

BOARD ACTION REQUESTED:

Approval for the Facilities and Operations Department to authorize purchases of various furniture-related items from Pinnacle Design (Consumer Office Furniture) on behalf of County departments, not to exceed \$200,000.00.

BACKGROUND:

Pinnacle Furniture was selected as the county's furniture vendor. We are submitting this request because the countywide aggregate total spent with this vendor is resulting in every purchase needing to go to the board for approval.

DISCUSSION:

Furniture requests will continue to go through our department to approve and work with our vendor to maintain county standards. Purchases would be subject to departments having the available budget.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

This request is not to exceed \$200,000.00. Purchases would be subject to departments having the available budget.

IMPACT ON FACILITIES:

Furniture requests will be reviewed by Facilities.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to Long-Term Financial Stability by using the County's preferred vendor,

supporting standard pricing and consistent specifications

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Facilities and Operations to authorize an expenditure, in the form of purchase orders to Pinnacle Design (Consumer Office Furniture), to purchase various furniture-related items at a total cost not to exceed \$200,000.00, subject to departments having the available budget, is approved (a copy of the memorandum request being on file with the official resources of the March 11, 2026 meeting of the Public Works Committee of the Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0223

Agenda Date: 3/11/2026

Agenda #: 6.

To: Board of County Commissioners

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of Parks Issuance of the 2025 Parks Annual Report

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff presents the 2025 Parks Annual Report to the Board of Commissioners, as required by the Board of Supervisors resolution, dated April 7, 1966.

BACKGROUND:

DISCUSSION:

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

None.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Parks Annual Report shows our commitment to county values and priorities, including exceptional service, quality experiences for all, building strong relationships, data-based decision making and planning, and collaboration with other agencies and entities to create economic growth.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, hereby accepts the Genesee County Parks 2025 Annual Report (a copy of the memorandum request and Annual Report being on file with the official records of the March 11, 2026 meeting of the Public Works Committee of this Board).

2025

GENESEE
COUNTY
PARKS 

Annual Report



GENESEE COUNTY
BOARD OF COMMISSIONERS

ANNUAL REPORT CONTENTS

1. Mission Statement
2. Message from the Director
3. Day Use Parks
4. For-Mar Nature Preserve & Arboretum
5. The Mounds, Wolverine Campground & Tollbooths
6. Crossroads Village
7. Huckleberry Railroad
8. Park Police
9. Keep Genesee County Beautiful
10. Flint River Watershed Coalition
11. FYE 2024 Actuals

On the Cover:

Prescribed burn at For-Mar Nature Preserve & Arboretum , April 13, 2025

MISSION STATEMENT

VISION

Parks bring people together.

MISSION

Genesee County Parks is dedicated to quality recreational opportunities for everyone and preservation of natural resources.

CORE VALUES

Vision: We see, anticipate and lead with integrity of character and create positive change.

Consistency: We maintain a standard of serving the community and doing business that treat all the same.

Customer Service: We strive to provide our guests with a quality experience from all interactions in our parks.

Integrity: We can be trusted to do what we say we are going to do with consistency, character and transparency.

Stewardship: We are committed to the responsible management of our natural resources.

Teamwork: We recognize the strength in our collective knowledge and skills to provide a greater service to our community and guests.



MESSAGE FROM THE DIRECTOR

2025 was a year defined by progress, collaboration, and a shared commitment to the people and places that make Genesee County Parks special. Throughout the year, our focus remained on ensuring our parks are welcoming, vibrant, and accessible spaces that strengthen quality of life across Genesee County.

A major emphasis in 2025 was deepening community partnerships and expanding how we work alongside the organizations and individuals who support our parks. Collaborations with schools, nonprofits, municipalities, and local businesses allowed us to broaden our reach, enhance programming, and better serve residents and visitors. These relationships continue to be essential to our success and will remain a priority moving forward.

Equally important was the dedication of our volunteers and Friends groups, whose time, energy, and advocacy support everything from events and cleanups to education programs, trail work, and park improvements. In 2025, this commitment was further strengthened through our first Friends Symposium, which brought volunteer groups together from across the park system to connect, share ideas, and build stronger partnerships. The gathering highlighted the incredible impact that collaboration and shared purpose can achieve.

I am also incredibly proud of our staff, whose professionalism, creativity, and dedication made these accomplishments possible. Throughout 2025, our team consistently went above and beyond—adapting to challenges, supporting one another, and finding new ways to serve our community. Their passion for the parks and commitment to servant leadership are evident in every program delivered, every partnership formed, and every visitor experience created.

Looking ahead, Genesee County Parks & Recreation Commission remains focused on building relationships, empowering volunteers, and creating meaningful experiences that connect people to nature and to one another. The accomplishments of 2025 reflect the power of working together and set the foundation for continued growth and stewardship in the years ahead.

Patrick Linihan, CPRE

Parks Director

Genesee County Parks & Recreation Commission

2025 COMMISSIONERS

Joe Krapohl
(Citizen Representative)

James Washington, PhD
(Citizen Representative)

Anne Figueroa
(Citizen Representative)

Domonique Clemons
(Citizen Representative)

Mike Keeler
(Citizen Representative)

Gary Goetzinger
(County Commissioner)

James Avery
(County Commissioner)

Kevin Sylvester
(Ex-Officio)
Drain Commission

Cathy Lane
(Ex-Officio)
Road Commission

Bill Brandon
(Ex-Officio)
Planning Commission

DAY USE PARKS



Preservation work on the Richfield Park Foot Bridge

Welcome to the Genesee County Parks 2025 Annual Report. This report highlights the ways we continued to care for our natural spaces, connect with the community, and promote responsible environmental stewardship throughout the year. In 2025, our parks remained special places to explore, learn, relax, and make memories—serving both local residents and visitors from all over.

In 2025, Genesee County Parks once again welcomed thousands of visitors through a variety of special events—bringing the community together and highlighting all the different ways people can enjoy our parks.

At **Bluebell Beach**, guests enjoyed events including the Mott Lake Regatta, Treasures in the Sand, and the Mott Lake Trail Run.

E.A. Cummings Center served as a busy event destination, hosting the Mudgirl Run, Midwest Invitational Rodeo, Genesee County Fair, and Genesee County 4-H Horse Leaders Association shows, while also continuing as a key location for High School Cross Country events.

2025 TOTAL EMPLOYEES		370	
TOTAL SEASONAL	330	TOTAL FULL TIME	40
KGCB	11	MAINTENANCE	75
CROSSROADS VILLAGE	104	HUCKLEBERRY RAILROAD	14
FOR-MAR	34	MOUNDS	10
OPERATIONS	32	ADMINISTRATION	10
PARK POLICE OFFICERS	40		

Goldenrod Disc Golf Course attracted players from across the region by hosting multiple disc golf tournaments throughout the year.

And at **Linden County Park**, the popular First Try Triathlon returned—encouraging participants of all experience levels to get active outdoors.

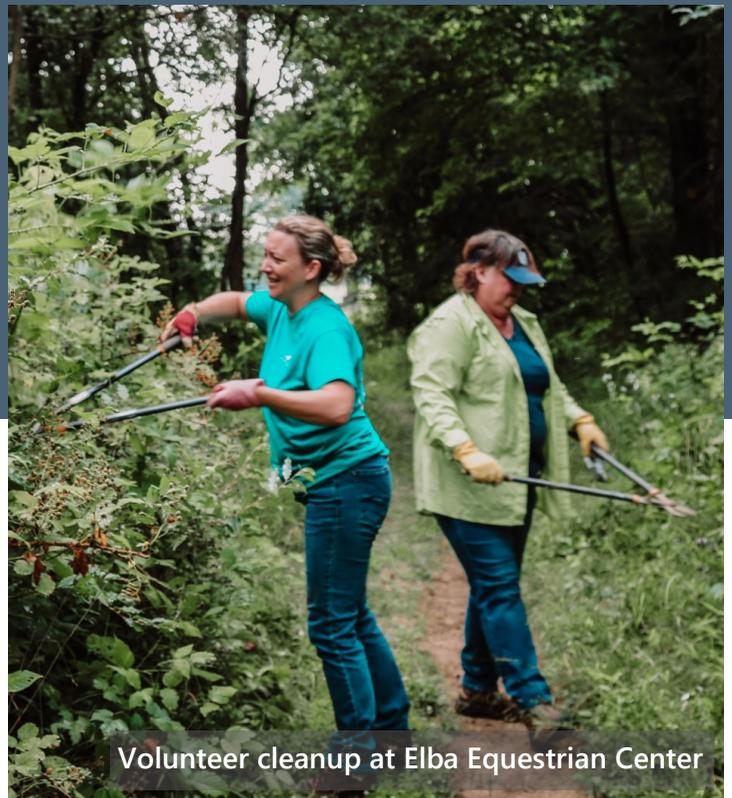
GENESEE COUNTY PARKS ACRES

LAND AVAILABLE FOR RECREATION

GENESEE RECREATION AREA	4,460
HOLLOWAY REGIONAL PARK	5,860
CITY OF FLINT PARKS PARTNERSHIP	1,800
LINDEN, FOR-MAR, BUELL & FLUSHING	950
FLINT STATE PARK	234
TOTAL LAND	13,304

WATER AVAILABLE FOR RECREATION

MOTT LAKE	650
HOLLOWAY RESERVOIR	1,975
BUELL LAKE	178
FLINT RIVERFRONT	29 Miles



Volunteer cleanup at Elba Equestrian Center

Elba Equestrian & The Hogbacks Improvements

A new Adopt-A-Park agreement with the Michigan Horse Trail Council brought renewed momentum to Elba Equestrian and The Hogbacks, including two volunteer trail-clearing events, updated mapping plans, and improvements such as trail stabilization.

Winter Trail Plowing Program

Genesee County Parks launched a new winter trail plowing program, maintaining the Flint River/Iron Belle Trail from Bluebell Beach to Richfield Park and keeping more than nine

miles of pathways open for year-round walking, running, and biking.

Richfield Park Historic Foot Bridge Preservation

Work began on the historic Richfield Park Foot Bridge to extend the life of the structure while preserving its historic character and keeping it safe and accessible for visitors.

Stepping Stone Falls Cleanup Effort

In late summer and early fall 2025, park staff completed a major cleanup effort at Stepping Stone Falls, scraping and removing years of built-up debris from the falls to improve the appearance of this scenic destination and enhance the visitor experience.



Winter Trail Maintenance

FOR-MAR NATURE PRESERVE & ARBORETUM

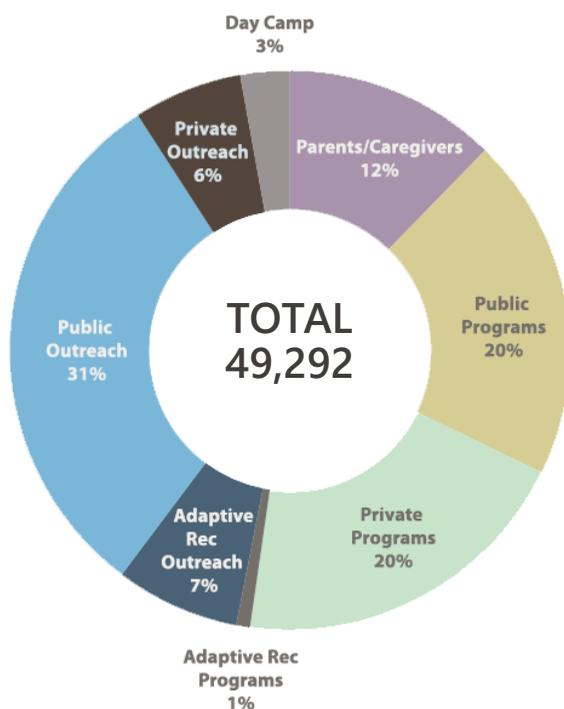


For-Mar Nature Day Camp



Native Plant Sale

FOR-MAR PROGRAM PARTICIPANTS



Outreach Education: Reaching More People, More Effectively

In 2025, in-person outreach programs engaged 18,190 students and community members in hands-on environmental education—272 more than 2024. Educators also expanded capacity with large-group programs (up to 80 participants) featuring interactive learning, group participation, and occasional live-animal experiences. Throughout the year, For-Mar partnered with every school district in Genesee County, expanding access to environmental education across the county.

Rec Out! Recreation Outreach Debut

The Parks launched Rec Out! Recreation Outreach between June and August 2025, bringing recreation-based learning to parks, community centers, and community events across Genesee County. Featured activities included Hoverball Archery, Binocular Skills, Disc Golf, and Nature Art.

Place-Based Education Leadership & Professional Development

Place-Based Education (PBE) remained a priority in 2025, with the Chief Park Naturalist and Park Naturalist presenting at the National Place-Based Education Conference to 60 attendees. The team also presented Empower Ability with the GISD Transition Center, highlighting Project SEARCH as a place-based job skills model, and supported regional professional development for informal educators with 24 participants.

Fundraising & Program Highlights

For-Mar staff supported the Friends of For-Mar Foundation's first-ever fundraiser, For-Mar at Night: Wine Walk with Friends, which sold out and raised approximately \$4,000 toward a future dock improvement.

Additional program highlights included For-Mar Nature Day Camp (281 campers), expansion of the Bentley GSRP partnership from one classroom to three, and the largest BioBlitz yet (114 volunteers from 34 organizations and 1,022 school-group participants). Stuffed Animal Adoption Day drew 400+ participants with

nearly 800 adoptions and earned a 2025 MParks Innovative Programming Award, and Wilderness Inquiry Canoemobile provided water-based education to 800+ students at Bluegill Boat Launch with support from the C.S. Mott Foundation.

Native Plant Growing Operation

In 2025, the Horticulture team launched native plant growing at For-Mar, collecting primarily Michigan-genotype seed from county park locations and cultivating seedlings on-site. A new 12x24 grow shed was purchased and wired to support propagation with LED lighting and heat, with plants matured in the hoop house prior to sales. Two native plant sales were held, selling more than 700 plants in spring and more than 500 in fall.

Prescribed Burn

For-Mar completed a successful prescribed burn on Sunday, April 13, restoring two prairies totaling approximately 24 acres. Staff coordinated planning with the Burton Fire Department, conducted neighborhood outreach with Pheasants Forever, and hosted a public informational meeting prior to the burn. The burn ran from 2:00–6:00 p.m. and was led by a professional contractor with support from park staff and community partners, with signage posted before and after to inform visitors.

Tree Work & Arboretum Maintenance

In 2025, the Horticulture team completed major tree removals, pruning, and storm cleanup across the park system, including processing black locust near Duckweed Pond into firewood for For-Mar’s Sugarbush program and Wolverine Campground. The team also continued tree planting and care at For-Mar and Crossroads Village, while completing additional trimming for safety and accessibility at multiple park sites.

Native Plantings & Amphitheater Improvements

Native landscaping expanded at For-Mar with new raised-bed plantings near the flagpole and Genesee Road entrance using plants grown by Horticulture staff. Remaining plants were used to establish native populations and “No Mow” areas throughout the preserve. Amphitheater improvements included a new concrete walkway connecting to the Treehouse path, four accessible benches, and continued prairie restoration on the back slope.



Bioblitz



Concrete work around the amphitheater

FOR-MAR'S 2025 GRANTS & SPONSORSHIPS

GRANTORS & FUNDING SOURCES	AMOUNT
CS MOTT	\$16,000
FRIENDS OF FOR-MAR FOUNDATION	\$10,795
STELLA AND FREDRICK LOEB CHARITABLE TRUST	\$10,000
COMMUNITY FOUNDATION OF GREATER FLINT	\$4,756
ELGA CREDIT UNION	\$2,000
UNIVERSITY OF MICHIGAN FLINT	\$1,554
FINANCIAL PLUS CREDIT UNION	\$1,000
TEXAS ROADHOUSE	\$1,000
MICHIGAN STATE UNIVERSITY	\$500
GENERAL DONATIONS	\$3,529
TOTAL	\$51,134

THE MOUNDS, TOLLBOOTH



Moundsgiving

The Mounds

The Mounds ORV Park continued to see high visitation in 2025, reinforcing its reputation as one of Michigan’s premier off-road destinations. The park’s signature event, Moundsgiving, once again delivered strong results, attracting more than 1,200 vehicles from across the state.

New programming also expanded the park’s summer offerings. A Salute to Service weekend was introduced over Memorial Day, providing free admission to all active and former military members. In July, Gears and Giveaways debuted as a new event, offering “gear head” style prizes and additional excitement for regular riders and first-time visitors alike. Looking ahead, The Mounds is positioned for continued improvement in 2026 with the award of a \$50,000 MDNR ORV grant to support trail enhancements and border fencing repairs.

Wolverine Campground

2025 was a strong year of progress at Wolverine Campground, with major improvements focused on accessibility, visitor comfort, and expanded recreation opportunities. Park staff completed its first ADA-accessible campsite and constructed a new ADA parking pathway at Buttercup Beach—important steps in ensuring Wolverine remains a welcoming destination for all visitors.

Additional upgrades included the construction of a new pavilion by park staff, to support recreational programming and provide shade for guests, the installation of a long-awaited gaga ball pit, and the addition of a new dock with high-impact bumpers at the boat launch. New walking trails were also developed in the Walker Way section, improving pedestrian safety by encouraging foot traffic away from main roadways. Seasonal programming remained a major success, with both Halloween weekends exceeding expectations. Due to overwhelming demand, a third Halloween weekend will be added in 2026.

2025 MOUNDS, CAMPGROUND & TOLLBOOTH STATS

THE MOUNDS	8,082 PASSES SOLD
WOLVERINE CAMPGROUND	14,592 NIGHTS RESERVED
BOAT LAUNCHES	6,400 PASSES SOLD

& WOLVERINE CAMPGROUND

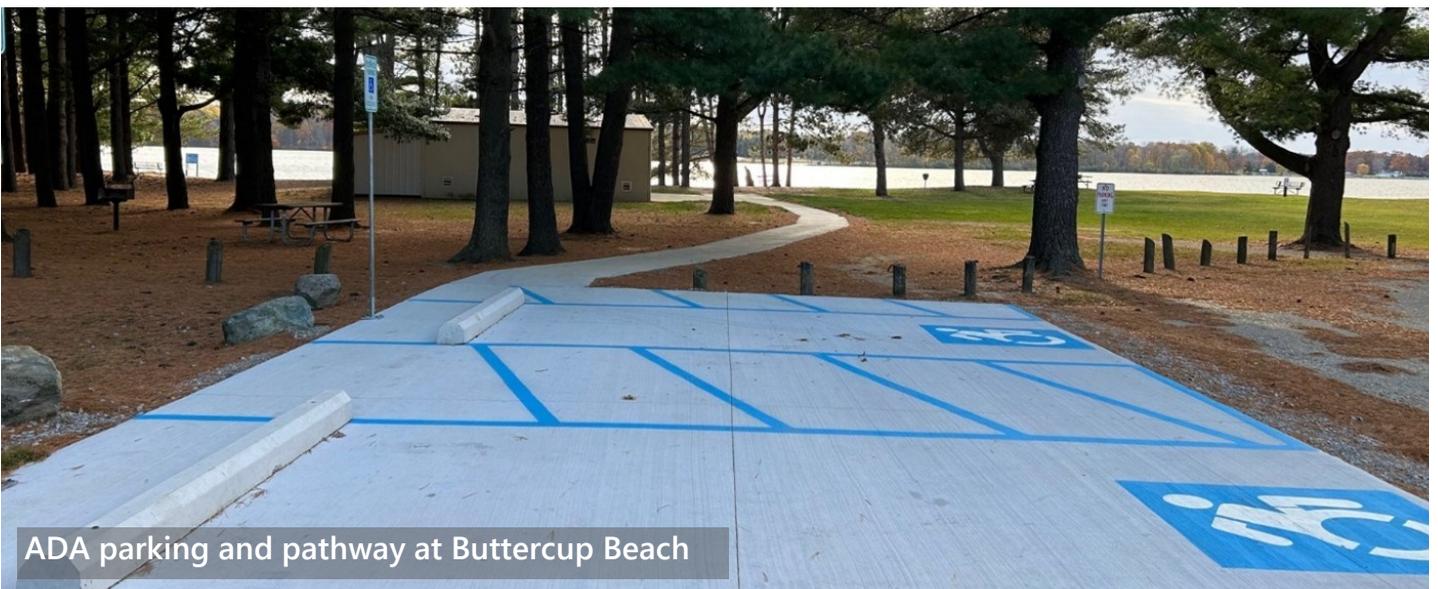


Ribbon Cutting of the Bluegill Pavilion

Boat Launches

Operations also made important advances at Genesee County Parks boat launch facilities, highlighted by improvements at Bluegill Boat Launch. A new pavilion—generously donated by UAW Local 659 and The Union Sportsmen’s Alliance—greatly enhanced visitor amenities and strengthened opportunities for outdoor recreation.

Bluegill also hosted its third annual Get Youth Outdoors event, which was the busiest to date with more than 2,000 attendees and hundreds of fishing poles distributed to young anglers. The event served as the official ribbon-cutting celebration for the new pavilion. In addition, an invasive-species boat information and clean-out station was installed, supporting continued efforts in natural resource protection and public education.



ADA parking and pathway at Buttercup Beach

CROSSROADS VILLAGE



Fantastical Fairytale Festival

2025 was a whirlwind year for Crossroads Village & Huckleberry Railroad, but one defined by meaningful progress and forward momentum. While the pace of change was fast, it was also highly productive—resulting in improved operations, stronger team leadership, and continued growth in both attendance and community engagement.

Leadership Transition & Clear Expectations

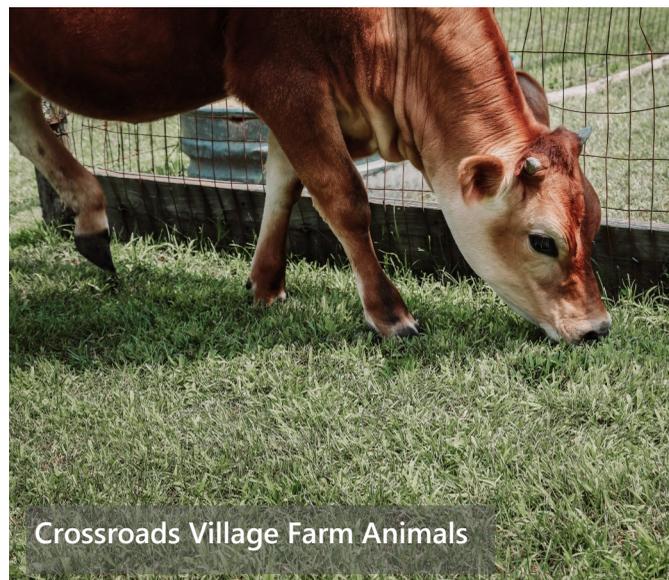
One of the most significant developments this year was a key leadership transition. This change brought renewed focus to clear expectations, consistency, and accountability across daily operations. By emphasizing leading by example, Crossroads strengthened organizational culture and created a more unified approach to guest service and internal standards.

Strengthened Financial Oversight & Strategy

Crossroads strengthened financial oversight by improving budgeting, payroll, and profit-and-loss tracking. This more strategic review supported better decision-making, enhanced the guest experience, and contributed to increased sales.

Investing in Staff & Internal Growth

2025 also highlighted the importance of investing in our people. Several long-standing team members were promoted into leadership roles, reinforcing a culture of growth and retention. These internal promotions gave experienced employees the opportunity to further develop their skills, take on new responsibilities, and play a greater role in the success of the Village.



Crossroads Village Farm Animals



Chili Nights & Village Lights

Expanded Programming & Increased Attendance

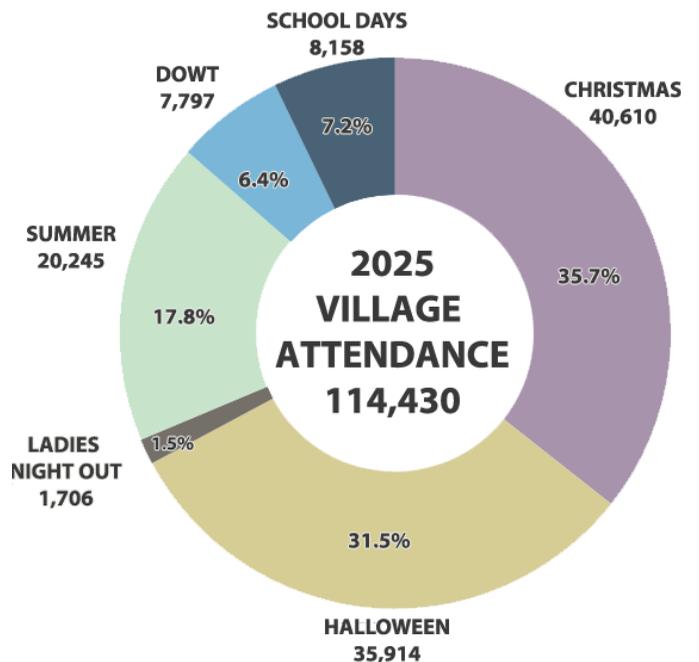
Alongside internal growth, Crossroads expanded its programming and special event offerings. New events brought fresh energy to the season and helped increase overall attendance. Just as importantly, expanded programming helped introduce Crossroads to visitors who may not have previously considered it a destination—leading to greater visibility, repeat visitation, and broader community connection.

Recognition Across the Industry

The combined impact of these efforts was recognized beyond our organization as well. In 2025, Crossroads earned nominations for both Attraction of the Year and Event of the Year at the Art of Achievement Awards. These nominations were a meaningful reflection of the commitment and hard work of staff, as well as the continued growth of Crossroads as a leading destination experience in the region.



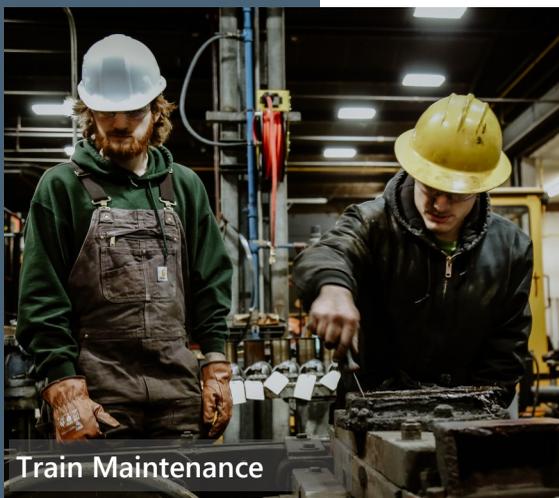
Opening Weekend



HUCKLEBERRY RAILROAD



Locomotive #152



Train Maintenance

Major Infrastructure Improvements

To address long-standing operational concerns, a new 15,000-gallon tank was installed in the water tower. This upgrade resolved persistent leaking issues and supports more reliable water storage for ongoing railroad operations.

Track Maintenance & Rail Upgrades

Significant progress was made toward improving track condition and ride quality. Crews began tamping and leveling approximately four miles of rail, helping to stabilize the track bed and create a smoother, safer experience for passengers. In addition, staff completed the in-house replacement of 150 railroad ties, extending the life of the track and strengthening high-use sections.

Track Expansion Preparation

To support future growth and ongoing improvements, a new switch was installed on the main line in preparation for the Track 5 extension. This enhancement improves operational flexibility and allows for expanded capacity as the rail system continues to develop.

Safety & Crossing Enhancements

Safety improvements were also completed at key access points. New LED crossing lights were installed at the Genesee Road crossing, increasing visibility for drivers and pedestrians and improving overall safety during railroad operations, especially in low-light conditions.



Water tower tank installation

PARK POLICE

High-Visibility Park Police Presence & Event Safety

In 2025, the Park Police Division maintained safety and order across the park system while supporting major events at the Cummings Center, Crossroads Village, The Mounds, Bluebell Beach, and Mott Lake. Officers also received strong public feedback for their professionalism and customer service.

Marine Patrol Operations & Water Safety

During the 2025 boating season, civilian Marine Patrol Rangers logged more than 800 patrol hours on the Holloway Reservoir, completing one water rescue and providing numerous tows for disabled boaters. The Marine Division also assisted with reservoir tours related to invasive aquatic plant concerns.

E-Bike Enforcement & Trail Safety

To keep pace with evolving recreation trends, Park Police Officers completed E-bike training in 2025 to support safe operations on trails and in high-use park areas. The division also purchased a radar gun to monitor E-bike speeds along bike paths, strengthening enforcement capabilities and helping protect trail users.



Law Enforcement Support & Professional Standards

The Park Police Division provided law enforcement services throughout the Genesee County Parks system and assisted partner agencies in Genesee and Lapeer counties. Officers supported multiple apprehensions tied to serious criminal cases, including suspects accused of murder and sexual assault. Staff also completed required continuing education, including 24 hours of training to maintain licensing and professional readiness.

Expanded Patrols at Flint State Park

In 2025, Park Police patrols increased at the new State Park in Flint to strengthen safety, support partners, and meet visitor expectations. Park Police included the site in daily patrols, with a dedicated Officer serving as the primary contact for KGCB and FRWC while coordinating with maintenance to address hazards.



KEEP GENESEE COUNTY BEAUTIFUL



Park Beautification

Park Reservations & Special Event Support

KGCB assumed responsibility for the City of Flint park reservation process in May 2025 and hired a Reservations and Administration Specialist to strengthen customer service and support special event permits and reservations in both City of Flint and State Park locations. Since taking over the process, KGCB managed 378 reservations across these parks.

Meet Up & Eat Up

KGCB partnered with the Food Bank of Eastern Michigan to host Meet Up and Eat Up sites as part of the Summer Food Service Program, running June through August. Parks served as convenient community distribution points at 9 City of Flint parks and 3 Genesee County Parks locations, providing a total of 5,718 meals to local families.



Park Adopters

Improved Park Infrastructure in the City of Flint

New park infrastructure projects helped enhance accessibility and recreational opportunities in City of Flint parks. Improvements included a soccer mini-pitch at Clara Hilborn Park through the NRPA Youth Sports Access Grant, a new playground at Riverside West (River Park Greenspace) through a Community Foundation of Greater Flint grant, and 18 new accessible picnic tables funded through the mParks Foundation, Habitat for Humanity Brand grant, Greater Flint Health Coalition REACH funds, and community donations.

Support for Park Adopters & Community Programming

KGCB provided funds, supplies, and technical assistance to more than 30 park adopters and volunteer groups while expanding programming through key partnerships. Highlights included the nine-week Cultural Park to Park series (one park in each ward with partners such as FIA, FIM, Sloan/Longway, and Gloria Coles Flint Public Library), invasive species information sessions with the Conservation District, and Unplugged in the Park with MSU Extension at Kearsley Park.

2025 KGCB STATS

NUMBER OF VOLUNTEERS	3,366
NUMBER OF VOLUNTEER EVENTS	667
BAGS OF GARBAGE COLLECTED	3,318
BAGS OF YARD WASTE COLLECTED	2,731

FLINT RIVER WATERSHED COALITION

Transition to a County Parks Program

In 2025, the Flint River Watershed Coalition (FRWC) program worked closely with Friends of the Flint River Watershed, Inc. and Genesee County Parks to support the transition into becoming an official County Parks Program. This collaborative effort helped ensure continuity in programming, strengthen partnerships, and align operations with County Parks systems and resources. The transition also positioned FRWC to expand its impact—enhancing education, outreach, monitoring, and recreational opportunities throughout the Flint River Watershed in the years ahead.

Community Reach

The FRWC program connected with 5,384+ community members throughout 2025 through education, volunteer opportunities, recreation, and outreach.

Education & Youth Engagement

50 middle and high school classrooms participated in the GREEN Monitoring Program.

Volunteer Monitoring & Stewardship

103 volunteers took part in the River Monitoring Program.

Recreation on the Water

326 participants (young and young at heart!) enjoyed kayaking on rivers and lakes throughout the watershed.

Outreach & Public Programs

4,955 people of all ages were introduced to the Flint River Watershed—its wonders, resources, and programs—through community outreach events and workshops.



Water Monitoring



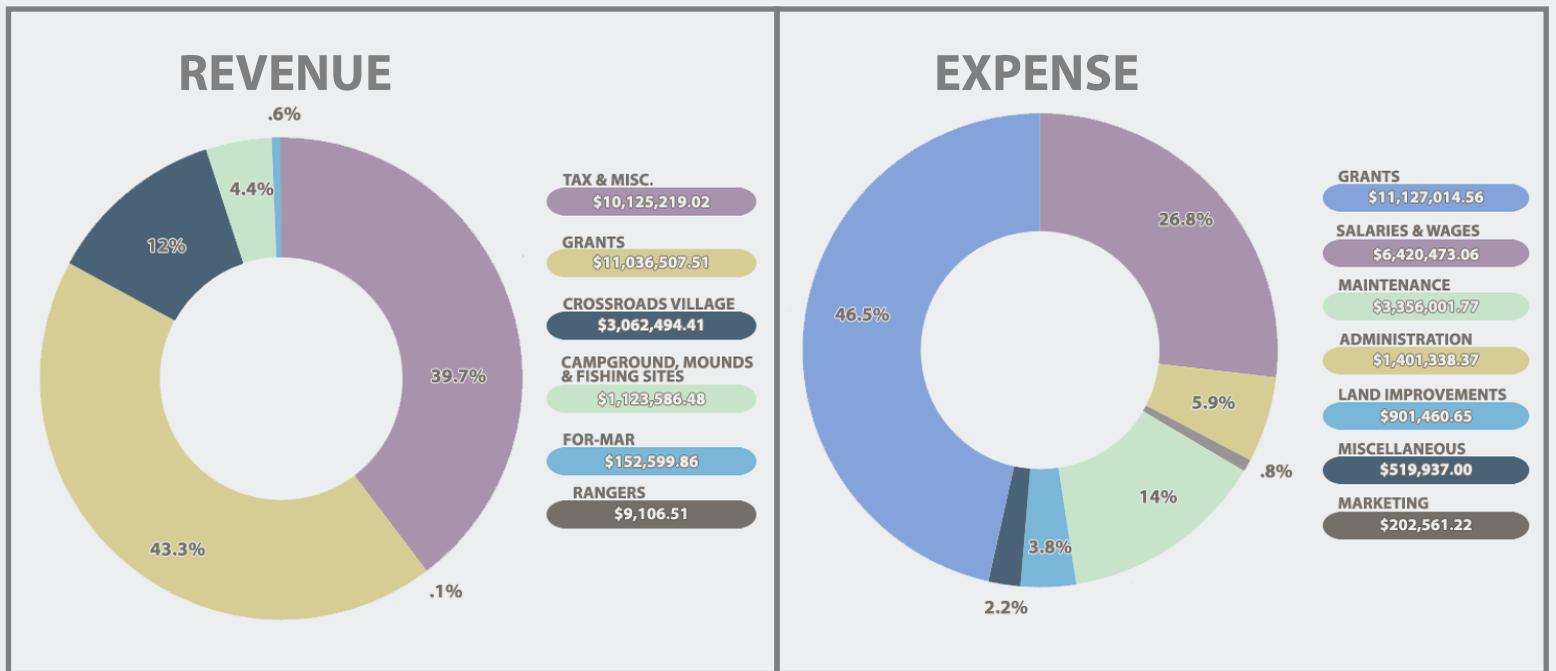
Paddling Program



River Monitoring Program



FY 2024 ACTUALS



GENESEE COUNTY PARKS

Get away. Right away.



GENESEE COUNTY
MICHIGAN



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0224

Agenda Date: 3/11/2026

Agenda #: 7.

To: Board of County Commissioners

From: Michael Dawisha, CIO

RE: Approval of an agreement between Genesee County and UKG Kronos System, in an amount not to exceed \$30,831.14, to provide subscription services for time-keeping software; the cost of this agreement will be paid from the accounts listed

BOARD ACTION REQUESTED:

Approval to pay UKG Kronos System subscription service annual invoice in an amount not to exceed \$30,831.14

BACKGROUND:

UKG Kronos is the County's electronic employee timekeeping system and has been the standard tool used for recording and approving employee time. The system is used by our payroll department and is provided through a recurring subscription that is renewed on an annual basis.

DISCUSSION:

The UKG Kronos subscription is necessary to maintain uninterrupted access to the County's electronic timekeeping system. Continued service supports accurate payroll processing and consistent time records. Processing the annual subscription payment prevents interruption of service and reduces the risk of manual workarounds, errors, and added administrative workload.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources.

IMPACT ON BUDGET:

The cost of the invoice will be paid out of the following accounts - 1010-194.00-933.001 = \$15,496.87 and pre-paid account 1010-000.00-123.000 - \$15,334.27 for a total not to exceed \$30,831.14.

IMPACT ON FACILITIES:

There is no impact on Facilities.

IMPACT ON TECHNOLOGY:

Reviewed by IT.

CONFORMITY TO COUNTY PRIORITIES:

Conforms to long-term financial stability by accurately reporting electronic time records for County

employees.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Information Officer to authorize payment via purchase order for UKG Kronos Systems, at a total annual cost not to exceed \$30,831.14 to be paid from account 1010-194.00-933.001 (\$15,496.87) and pre-paid account 1010-000.00-123.000 (\$15,334.27), is approved (a copy of the memorandum request and supporting documents being on file with the official resources of the March 11, 2026 meeting of the Public Works Committee of this Board).

Remittance Details:

UKG Kronos Systems LLC
A UKG Company
PO BOX 743208
Atlanta, GA 30374-3208
USA
TAX ID: 04-2640942

ELECTRONIC TRANSFERS TO:

Bank of America
ABA 121000358
Account 1499687277

Invoice

Invoice Number: I10010055665
Page Number: 1 of 2
Invoice Date: 07-FEB-2026
Due Date: 09-MAR-2026

Payment Terms: NET_30
Currency: USD
Sales Order #: 1191416
Contract #: 1191416-R08-DEC-25 0
Project #:

PO #:
Email Address: kborse@co.genesee.mi.us
Contact: CRYSTAL SIMPSON
Solution ID: 6110281

***Please reference invoice number with your payment or forward your remittance advice to cash-receipts@ukg.com**

If required, please submit the PO to AccountsReivable@ukg.com and reference this invoice number. To easily access your invoices, statements and make general inquiries, go to termsync.com to register your account. If you need assistance, please contact your AR Representative or email customerfirst@ukg.com.

Invoice Notes:

Bill To:

Customer #: 6110281

GENESEE COUNTY
1101 BEACH ST
FLINT, MI 48502-1428
USA

	Total (USD)
Total taxable:	0.00
Total non-taxable:	30,831.14
Invoice total:	30,831.14

Ship To:

GENESEE COUNTY
1101 BEACH ST
FLINT, MI 48502-1428
USA

Description	Item	Quantity	Unit of Measure	Unit price	Taxable	Item Total
Depot Exchange Support Service::KRONOS INTOUCH 9000 H3,STANDARD,HID PROX::30-APR-2026::31-JAN-2027	8609000-023	43.00	EA	-	No	14,575.71
Depot Exchange Support Service::TOUCH ID PLUS OPTION FOR H3/H4 INTOUCH::30-APR-2026::07-APR-2027	8609042-001	45.00	EA	-	No	8,034.75
Depot Exchange Support Service::UKG INTOUCH 9100 H4,STANDARD,HID PROX::30-APR-2026::07-APR-2027	8609100-003	2.00	EA	-	No	848.18
Depot Exchange Support Service::UKG INTOUCH DX G2,HID PROX::08-APR-2026::07-APR-2027	8610000-013	6.00	EA	-	No	1,908.00
Depot Exchange Support Service::UKG INTOUCH DX G2,HID PROX::30-APR-2026::07-APR-2027	8610000-013	10.00	EA	-	No	3,007.00
Depot Exchange Support Service::TOUCHFREE ID OPTION FOR INTOUCH DX/DX G2::08-APR-2026::07-APR-2027	8610013-001	6.00	EA	-	No	954.00
Depot Exchange Support Service::TOUCHFREE ID OPTION FOR INTOUCH DX/DX G2::30-APR-2026::07-APR-2027	8610013-001	10.00	EA	-	No	1,503.50

	Total (USD)
Subtotal	30,831.14
Sales tax total	0.00
Shipping	0.00
Total Invoice	30,831.14

*The unit price shown above has been rounded to two decimal places for display purposes. As many as six decimal places may be present in the actual price. The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this invoice.

Remittance Details:

UKG Kronos Systems LLC
A UKG Company
PO BOX 743208
Atlanta, GA 30374-3208
USA
TAX ID: 04-2640942

ELECTRONIC TRANSFERS TO:

Bank of America
ABA 121000358
Account 1499687277

Invoice

Invoice Number: I10010055665
Page Number: 2 of 2
Invoice Date: 07-FEB-2026
Due Date: 09-MAR-2026

Fiscal Year End	9/30/2026	Total Amount	\$ 1,503.50
Old Fiscal	New Fiscal	Allocation	
4/30/2026	4/7/2027	Old Fiscal Year-Allocation	\$ 675.04
45%	55%	New Fiscal Year Allocation	\$ 828.46
100%			

	FY26		FY27	
Depot Exchange Support 4/30/26 - 1/31/27 \$14,575.71	8,103.46 ###		6,472.25	44%
Depot Exchange Support 4/30/2026 - 4/7/2027 \$8,034.75	3,607.44 ###		4,427.31	55%
Depot Exchange Support 4/30/2026 - 4/7/2027 \$848.18	\$380.82 ###		467.36	55%
Depot Exchange Support 4/8/2026 - 4/7/2027 \$1,908.00	920.02 ###		987.98	52%
Depot Exchange Support 4/30/2026 - 04/07/2027 \$3,007.00	1,350.08 ###		1,656.92	55%
Depot Exchange Support 4/8/2026 - 04/07/2027 \$954.00	460.01 ###		493.99	52%
Depot Exchange Support 04/30/2026 - 04/07/2027 \$1,503.50	675.04 ###		828.46	55%
	\$15,496.87		15,334.27	

Total Invoice \$30,831.14

14575.71

8034.75

847.56

1908

3007

954

1503.5

30831.14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2025

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 MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.Certrequest@marsh.com CN101980216-US-MA-GAWUP-25-	CONTACT NAME: ?	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Great Northern Insurance Company		20303
INSURER C: ACE American Insurance Company		22667
INSURER D: Arch Insurance Company		11150
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:**

NYC-012243308-05

REVISION NUMBER: 1

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <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 OTHER:	Y		3606-40-33	12/01/2025	12/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<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		7361-70-85	12/01/2025	12/01/2026	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		7819-27-57	12/01/2025	12/01/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	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	N/A	7183-44-74	12/01/2025	12/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	PROF LIAB / TECH E&O / CYBER			NPL0067548-04	12/01/2025	12/01/2026	Limit:	10,000,000
A	COMMERCIAL PROPERTY			3606-40-33	12/01/2025	12/01/2026	ALL RISK	

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

Genesee County is listed as additional insured as per written agreement.

CERTIFICATE HOLDER
 Genesee County
 1101 Beach Street
 Flint, MI 48502
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

Marsh USA LLC

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Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0236

Agenda Date: 3/11/2026

Agenda #: 8.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a request by Genesee County's Parks & Recreation for a Contract Amendment with Michael Van Valkenburgh Associates, Inc. (MVVA), for a total contract amount not to exceed \$1,571,800.00, for the design and project administering services for the Chevy Commons Play Garden Project

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of an amendment to the contract with Michael Van Valkenburgh Associates, Inc. (MVVA), for the design and project administering services for the Chevy Commons Play Garden project, for a total contract amount not to exceed \$1,571,800.00.

BACKGROUND:

The original Professional Services Contract with MVVA was adopted by RES-2024-272, in the amount of \$892,000.00. An amendment to the contract was adopted by RES-2025-1400 to increase the contract amount for changes in the scope of services, in the amount of \$655,800, bringing the total contract amount to \$1,547,800.00.

DISCUSSION:

This is a request for a second amendment to the contract, increasing the amount by \$24,000.00, for a total contract amount of \$1,571,800.00, for additional geotechnical services, soil gas investigation, and as-needed consulting and O&M Plan.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

To be paid from account 2088-770.32-801.028.

NO USE OF PARKS FUND. NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This project conforms to County priorities, specifically Community & Economic Growth, by collaborating with other entities to create economic growth, with the intention to attract residents and visitors to the area and stimulate the economy. This project also prioritizes Inclusive, Collaborative Culture, expanding the role of the county as a convener to enhance relationships that contribute to the growth of our community. The project brings diverse people and groups to the table and demands transparency for our community as we proceed. Approval of this amendment will also contribute to the priority of Healthy, Livable & Safe Communities by increasing services and opportunities for residents and visitors of Flint and Genesee County, promoting public health and safe communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize amending the Professional Services Contract between Genesee County and Michael Van Valkenburgh Associates, Inc., for a second time, said amendment being necessary for additional consultants and services for the Chevy Commons Play Garden project and to increase the total contract cost to an amount not to exceed \$1,571,800.00 to be paid from account 2080-770.32-801.028, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 11, 2026 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PRJOECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ____ (Go to Question 2)

No: X (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ____ This project requires a contract, skip to the contracts section. No: ____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: X This project requires a contract, skip to the contracts section.

No: ____ Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: X (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: X

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: X

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

30 January 2026

Patrick Linahan
Genesee County Parks
5045 E. Stanley Road
Flint, Michigan 48506

Re: MVVA #21021.01 Chevy Commons Play Gardens
Additional Services Request 1 (ASR #01)

Dear Patrick,

We are submitting this add service for an additional geotechnical effort, environmental testing and consultation for the Chevy Commons Play Gardens. This add service will cover the below described scope by our environmental and geotechnical engineer NTH Consultants (NTH):

Task 1 – Geotechnical Services

The existing subsurface concrete was deeper and more extensive than originally anticipated in the Geotech investigation proposal, resulting in additional drilling footage and delay time. Because of these conditions, nine (9) additional borings were attempted, and an additional 52.6 lineal feet of drilling was completed for both the original boring locations as well as to locate the abandoned service tunnel at the project site. This additional effort resulted in total drilling footage of 202.6 LF instead of the 150 LF which was envisioned in the original proposal and also required 2 additional days of field time (4 days versus 2 days budgeted) to complete the investigation.

The effort within this task includes the following:

- For the grade raise borings, 3 test borings were planned as part of our original scope (TB-01 through TB-03) for a total soil drilling lineal footage of 150 LF (50 LF each test boring). The information provided to NTH during the initial phases of this project indicates that a concrete slab was left in place within the middle portion of the site, and the surrounding area was covered with thinner pavement sections that were also left in place. As such, NTH positioned the boring location outside the limit of the former thicker concrete slab footprint and included some fees for drilling through minor concrete debris. However, significant, and thick concrete remnants were encountered at multiple boring locations, which resulted in drilling through solid concrete

elements or offsetting a few boring locations multiple times as previously discussed. As such, at the location of TB-01 significant concrete debris was encountered during drilling requiring the bore hole to be relocated two times. Total drilling footage performed was 115.8 feet with 3.3 feet of drilling through concrete remnants.

- For the restroom area, no test borings were originally planned for the restroom building. As the original project scope indicates that the precise location of the planned restroom had not been determined, and the preliminary site plan provided to NTH indicated that the restroom was outside the project scope at that time. Later in 2025, the location of the restroom was selected, and NTH was requested to include additional soil borings to be completed for the proposed restroom building. As such, 2 test borings were added (TB-4 and TB-05) for a total soil drilling lineal footage of 50 LF (25 LF each test boring). At the location of TB-05, significant concrete obstructions were encountered, requiring the boring to be relocated two times. Total drilling footage performed was 77.5 feet, with 3 feet of drilling through concrete remnants, which required additional time and effort for drilling.
- For the abandoned service tunnel, no test borings were originally planned. MVVA and GCP requested additional soil borings near this tunnel to better define its exact location and understand its conditions. As such, 3 test borings were performed (TB-06 through TB-08) with a total drilling lineal footage of 9.3 LF with 1.5 of drilling through concrete remnants, which required additional time and effort for drilling.

Task 2 – Soil Gas Investigation (SGI)

Due to the presence of volatile contaminants detected during previous environmental investigations and the visual evidence of contamination noted during the geotechnical test borings, there is a potential for soil vapor to migrate into the building and result in unacceptable indoor air concentrations. As such, an SGI is proposed to evaluate if soil vapor concentrations beneath the proposed building location exceed EGLE screening levels that would require mitigation. The SGI will comprise the following tasks:

- Observe drilling of two shallow (6 to 8 feet deep) geoprobe borings inside the perimeter of the proposed restroom building. The borings will be converted into temporary wells for sampling soil gas, if feasible or two additional borings will be drilled to install these wells. The drilling of borings and installation of the soil gas well will be conducted by our subcontractor.
- Collect one soil sample from each boring from the bottom of the proposed building foundation, which we understand be mat foundation. The soil samples will be analyzed for volatile organic compounds (VOCs), polynuclear aromatics (PNAs), and 10 Michigan metals. Sample analysis will be conducted by our subcontracted laboratory.

- Collect one soil gas sample from each well following proper equilibrium procedures.
- Analyze the soil samples for VOCs and PNAs. Sample analysis will be conducted by our subcontracted laboratory.
- Review and evaluate the information compiled during this study and prepare a summary report with our evaluations and opinions. The results of the investigation may indicate that a soil vapor mitigation system is warranted for the building, that no system is required, or that more investigation is needed to make a final determination.

Task 3 – As-Needed Consulting Services and OM&M Plan

This task will include following items:

- Continue to provide as-needed consulting services including attending meeting regarding the vapor mitigation system (VMS) that is currently being designed by Intoto Studio, the project architects. We will utilize EGLE’s published VMS guidance.
- If a VMS with vents installed within the building is constructed, it will require periodic inspection and maintenance. To document those requirements for building operations staff, NTH will prepare an operations maintenance and monitoring (OM&M) plan. The contents of the plan will be based upon the actual as-built system and include forms for documentation of findings and repairs as appropriate. Because the OM&M plan must be based on the system that is actually installed, it cannot be prepared until after construction. This task does not include observations or inspections during construction, updates to the facility’s due care plan, or submissions to EGLE.

Based on the additional scope of services work listed above, we are requesting a budget increase as per the fee breakdown shown below.

Task	Fee
Additional Geotechnical Services	\$9,000.00
Soil Gas Investigation	\$9,500.00
As-needed Consulting and O&M Plan	\$5,500.00
Total Estimated Fee	\$24,000.00

Please reach out if there are any questions on the above outlined services and fees.

Additional Services Request – ASR#01
Chevy Commons Play Gardens 21O21.01
January 2026

Sincerely,

John Ohly
MVVA

ACCEPTED FOR: Genessee County Parks

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

**PROFESSIONAL SERVICES CONTRACT
WITH MICHAEL VAN VALKENBURGH ASSOCIATES, INC.
FOR RFP #23-342 – DESIGNING & PROJECT ADMINISTERING SERVICES FOR
CHEVY COMMONS PLAY GARDEN**

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **Michael Van Valkenburgh Associates, Inc. (MVVA)**, a New York Corporation, whose principal place of business is located at **16 Court Street, 11th floor, Brooklyn, New York 11241** (the “Contractor”) (the County and the Contractor together, the “Parties”). All references to “Contractor” shall refer to the “Landscape Architect.”

1. Term

1.1 Initial Term

The initial term of this Contract commences on **March 27, 2024**, and shall be effective through completion of the project (the “Initial Term”).

1.2 Extension Terms

None.

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **\$892,000.00**. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit B (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is **Barry June**, or designee (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Representations**

The Contractor represents that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these representations.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, to the extent that the Contractor is found liable for a breach of this Contract be a final, binding judgment, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, to the extent that the Contractor is found liable for a breach of this Contract be a final, binding judgment, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability

that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered Instruments of Service, and the ownership of all rights, including the copyright, shall remain with the Architect. The Architect shall provide the County with a perpetual, royalty-free license to use the Instruments of Services for purposes of completing the project for which they were developed, provided that the County complies with its payment obligations hereunder. In the event that the County uses or modifies the Instruments of Service without the participation of the Architect, the County shall release the Architect from and against all claims arising out of such modification or use.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000_____ per occurrence and a \$2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

15.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-

insurance, maintained by or available to the County shall be considered secondary and/or excess.

- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from third party judgments, any and all claims, damages, or liability, including defense costs, to the extent arising out of the Contractor's negligent performance of the Services. Contractor's duty to indemnify the County and/or the Architect's liability to the County for negligent errors or omissions in the performance of the Architect's Services, shall be limited to the amounts payable under the insurance coverages required by this Contract. The Parties expressly waive indirect, special or consequential damages arising out of this Contract or any damages caused by MVVA's employees while on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

- 17.1.1. The Contract – This Professional Services Contract
- 17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – Insurance Checklist

17.1.4. Exhibit C – The Contractor’s Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan. Parties agree to mediation precedent to litigation.

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person’s attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

MICHAEL VAN VALKENBURGH
ASSOCIATES, INC.

By: A.P. Seck

Name:

Title:

Date: 2/28/2024

COUNTY OF GENESEE

By: James Avery

James Avery, Chairperson

Board of County Commissioners

Date: 4/8/24

EXHIBIT A Description of the Services

The Consultant shall design and administer the construction of a play garden, approximately 3 acres in size, for Chevy Commons, 800 W. Kearsley St., Flint, MI 48503. Chevy Commons was transformed in recent years from a vacant Brownfield site into a nationally recognized 67-acre park that includes walking trails and low-maintenance grasslands, meadows, and wetlands. In 2022, Chevy Commons was announced as a defining feature of a newly established state park in Flint & Genesee County.

The play garden will provide an outdoor environment for play inspired by nature of an unrivaled regional quality that will both draw new visitors and expand use for existing visitors. Whereas the existing Chevy Commons landscape provides a network of non-motorized trails for pedestrians and cyclists to circulate the park, the new play garden will offer a gathering place within the park. Creating a renown gathering place for natural play requires thinking beyond playground equipment. The design will not only create play spaces, but it will also:

- i. consist of play features inspired by nature
- ii. engage children of all ages in natural play
- iii. stimulate children physically and cognitively
- iv. provide for parent and caretaker use and observation across the play garden
- v. integrate elements that honor Flint's history and context

The design will be guided by three key principles: nature, novelty, and connectivity, as outlined below.

- **Nature.** The play garden is inspired by nature to engage children of all ages in natural play. All aspects of design – layout, equipment, materials, landscaping, etc. draw from and point to the natural world.
- **Novelty.** Create an experience that is unique to Chevy Commons. Design a one-of-a-kind gathering place for natural play that is enjoyable for children, parents, and caretakers of all ages and draws families from across the region and beyond.
- **Connectivity.** The play garden is connected to and complimentary of the broader Chevy Commons landscape, adjacent amenities and improvements, and Flint's specific history and context.

The Planning & Design work will position the project for construction by delivering design plans, specifications and special provisions, landscape architecture design, and all bid documents necessary for this project. The Planning & Design phase is expected to be completed within 12 months of project commencement. The construction administration work will commence upon the release of the construction bid and will conclude once all construction work has been completed.

General

1. The Scope of Services consists of performing to the satisfaction of the Commission:
 - a) The preparation of design plans
 - b) Specifications
 - c) Special provisions
 - d) All bid documents necessary for this project to be advertised for bids to the satisfaction of the Michigan Department of Natural Resources (MDNR).
 - e) All surveying, testing and field investigation necessary to ascertain existing conditions to complete the design of this project.
 - f) On-site construction observation, preparation of construction paperwork, construction staking, construction management, and testing services necessary to accomplish the work described herein consistent with applicable professional standards.
2. The Consultant or its sub-consultant shall furnish all services and labor necessary to conduct and complete Services described herein. The Consultant or its sub-consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the Commission) and check and/or test them prior to use in carrying out this work.
3. The Consultant's principal contact with the Commission shall be through the designated Project Supervisor.
4. At the request of the Commission, the Consultant, during the progress of the Services, shall furnish information or data relating to the Services described herein and may be required by the Commission to enable it to carry out or to proceed with related phases of the Project not described herein, or which may be necessary to enable the Commission to furnish information to the Consultant upon which to proceed with further Services.
5. The Consultant agrees to demonstrate knowledge and performance in compliance with the standard construction practices listed in the above reference material and any other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

SERVICES TO BE PERFORMED BY THE CONSULTANT

Consultant shall perform all necessary design, surveying, engineering design, final engineering, preparation of specifications, drawings for construction, budgeting, bidding documents, securing site plan and construction plan approvals, bidding assistance, and construction administration services.

Documents to include, but not limited to, location map, all specifications for paving and grading, soils and aggregates for earthwork, underground storm drainage and

surface water drainage, lighting and electrical service, playground safety surfacing, asphalt or concrete paving, concrete curbs, gutter and sidewalks, and pavement marking. Consultant shall visit the site and become familiar with the project before submitting a proposal.

All cost arising from the field survey(s), investigations, presentations and meetings/conferences with the county, and documentation of same, shall be included in the Cost Proposal.

Special Notes:

1. This play garden will be constructed on a former industrial site that has a Due Care Plan in place with the Environmental Protection Agency.
2. All construction must occur above the designated "Cap" of the former industrial site and should be done in coordination with the cap engineers - Wade Trim
3. Some portions of the area may occur in a floodway of the Flint River. Care should be taken in the design to minimize obstruction of the floodway. Permits for construction in this area must be obtained from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

Design Phase:

The successful Consultant shall perform fieldwork and provide a survey in sufficient scope to accomplish the project, prepare budget, complete construction contract documents and submit them for review and acceptance by the County and any other review agencies. The construction plans shall be prepared in AutoCAD for reproduction and all drawings shall conform to standard State practices. Construction plans shall be accompanied by supplementary specifications prepared in Microsoft Word.

Plans and design calculations shall be submitted for review/comments by the Commission, prior to final submission. After incorporating the review comments in the plans, a final submittal shall be made. An electronic version of the plans and specifications, as well as the final submission documents (PDF with signatures) shall be provided to the Commission upon completion.

Bidding and Construction Services (Construction Administration):

During this phase, as required by the Commission, the Consultant will perform the following:

1. Provide bidding documents and clarifications during the bidding period
2. Review working drawings
3. Attend a preconstruction meeting
4. Provide onsite inspection and observation as required to ensure project is constructed as designed.

Payment:

Progress of work and invoices shall be furnished to the County. Payment after completion of final plans, shall be limited to 90% of the agreed cost. The remaining 10% shall be paid after substantial completion of all construction work if the Consultant is providing construction administration services.

EXHIBIT B
Insurance Checklist

(attached as a separate attachment)

EXHIBIT C

Contractor's Projected Budget

Feasibility Study to Develop Geotechnical and Environmental Scope	\$12,000
Play Garden	
Schematic Design	\$90,000
Design Development	\$230,000
Construction Docs & Bidding	\$260,000
Construction Administration	\$230,000
Expenses	
Reimbursable Expenses	\$60,000
Site Survey prepared by NFE \$9,000	
Total:	\$892,000

Permits (each) by NFE \$1,500

Reimbursable Expenses

Any reimbursable project expenses will be billed as accrued. The reimbursable project expenses will include long distance telephone calls, postage, local and long-distance couriers, photography, photocopying, reprographics, and project supplies, including in and out of house printing, and model-making supplies. Reimbursable expenses also include travel related expenses for trips to the project site to include airfare, accommodations, meals, local ground transportation, and miscellaneous per diem expenses as required.

Additional Services

The County shall pay the Architect at hourly rates of its own personnel and/or the amount billed to the Architect by its engineers and other consultants, for services performed at the County's request which are outside of the scope of basic services described in the Contract, including but not limited to services provided in connection with changes made at the County's request which are either inconsistent with prior approvals by the County or due to failures of performance by the County or its contractors; services necessitated by changes in the project's scope, size, quality, budget or schedule; preparing for or attending a public hearing or legal proceeding; or providing construction phase services 60 days after substantial completion of the work.

Overall Proposed Cost Overview:

Work Performed	Proposed Cost
Planning and Design	\$632,000
Construction Observation	\$260,000

AMENDMENT #2
MICHAEL VAN VALKENBURGH ASSOCIATES, INC. (MVVA)
FOR CHEVY COMMONS PLAY GARDEN PROJECT

This Amendment is effective March 18, 2026, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and Michael Van Valkenburgh Associates, Inc., a New York Corporation, whose principal place of business is located at 16 Court Street, 11th floor, Brooklyn, New York 11241 (the “Contractor”) (the Contractor and the County together, the “Parties”). All references to “Contractor” shall refer to the “Landscape Architect.”

WHEREAS, the Parties executed a Professional Services Contract, RES-2024-272 (the “Agreement 1”), pursuant to which the Contractor would provide design and project administering services for the Chevy Commons Play Garden project, in an amount of \$892,000.00, effective March 27, 2024 through completion of the project; and

WHEREAS, the Parties executed the first amendment to the Professional Services Contract, RES-2025-1400, to change the scope to include a bathroom and expansion of project area, and budget for an increase of \$655,800.00, for a revised total contract amount not to exceed \$1,547,800.00; and

WHEREAS, the Parties wish to execute a second amendment to the Professional Services Contract to increase the total contract amount by \$24,000.00, for a total contract amount not to exceed \$1,571,800.00; and

WHEREAS, the Contractor will provide additional geotechnical services, soil gas investigation, and as-needed consulting and O&M Plan; and

NOW THEREFORE, the Parties agree as follows:

1. The total contract compensation amount is increased to \$1,571,800.00 for additional services.
2. The remaining terms of the agreement remain unchanged and in full effect.

MICHAEL VAN VALKENBURGH
ASSOCIATES, INC.

COUNTY OF GENESEE

By: _____

By: _____
Dale K. Weighill, Chairperson
Board of County Commissioners

Date: _____

Date: _____



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0239

Agenda Date: 3/11/2026

Agenda #: 9.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of the Parks Professional Services Contract with Playcore Wisconsin Inc. (KGCB)

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of a Professional Services Contract with Playcore Wisconsin Inc., in an amount not to exceed \$40,534.26 for playground builds.

BACKGROUND:

Through Keep Genesee County Beautiful, Playcore Wisconsin Inc. will install playground builds at Broome Park and Sarginson Park in the City of Flint.

DISCUSSION:

MiDeal - OMNIA contract #2017001134

This equipment is consistent with equipment purchased and installed throughout City of Flint parks.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Expenses to be paid from account 2085-788.00-864.001.

NO USE OF PARKS FUND. NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This project conforms to County priorities, including Healthy, Livable & Safe Communities, ensuring safe equipment, promoting safe communities and spaces, and promoting public health to create safer and healthier residents. This project prioritizes Inclusive, Collaborative Culture by expanding the role of the county as a convener to enhance relationships that contribute to the growth of our community, such as the residents of our communities. This project also supports collaboration with other entities

to create economic growth and a sense of ownership within the communities, supporting the county's priority of Community & Economic Growth. This project aligns with the commitment to continuous improvements to better serve residents and visitors of Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize entering into a Professional Services Contract between Genesee County and Playcore Wisconsin Inc., for the purchase and installation of playground builds at Broome Park and Sarginson Park in the City of Flint, through Keep Genesee County Beautiful, at a cost not to exceed \$40,534.26 to be paid from account 2085-788.00-864.001, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 11, 2026 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PRJOECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: X (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: X No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: X

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

**PROFESSIONAL SERVICES CONTRACT
WITH PLAYCORE WISCONSIN, INC., DBA GAMETIME**

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **Playcore Wisconsin Inc., dba GameTime** an Alabama Company, whose principal place of business is located at **150 Playcore Drive SE, Fort Payne, AL 35967** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on **March 18, 2026** and shall be effective through **September 18, 2026** (the “Initial Term”).

1.2 Extension Terms

None.

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Compensation

Flat Fee. The Contractor shall be paid a flat fee of **\$40,534.26** for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Emily Stetson** (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the

Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job

or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the “Freedom of Information Act”.

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000_____ per occurrence and a \$2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily

injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required

coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

PLAYCORE WISCONSIN, INC.

COUNTY OF GENESEE

By: _____

By: _____

Dale Weighill, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

Playcore Wisconsin, Inc., dba GameTime agrees to provide:

Broome Park:

- Removal and disposal of swings and reinstallation of new 2 bay swingset
- 2 bay swingset
- 65 x 12" playground border
- Access playcurb w/ adaptive x 2
- Belt seat for 8' toprail
- 8' ADA Primetime Swing Frame
- 8' ADA Primetime Swing Add-a-Bay
- Impax – 12" Compacted depth engineered wood fiber surfacing, blown in

Sarginson Park:

- Installation of new equipment
- Enclosed tot seat for 8' toprail
- 2 3/8" O.D. Swing Hanger
- 38 x 12" Playground Border
- Access playcurb w/ adaptive
- Impax – 3" top off engineered wood fiber surfacing, blown in
- Impax – 12" Compacted depth engineered wood fiber surfacing, blown in



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2026

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 Brown & Brown Insurance Services, Inc. 2851 Charlevoix Dr SE Suite 220 Grand Rapids MI 49546		CONTACT NAME: Courtney Granzow PHONE (A/C, No, Ext): (616) 949-0490 E-MAIL ADDRESS: courtney.granzow@bbrown.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: State Auto Property and Casualty Insurance Company		25127
		INSURER B: State Automobile Mutual Insurance Company		25135
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
INSURED Sinclair Recreation, LLC 176 E. Lakewood Blvd. Holland MI 49424				

COVERAGES

CERTIFICATE NUMBER: 25/26 Master COI

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	
A	<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 OTHER:	Y	Y	PBP2911240	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 100,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	10169358CA	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	PBP2911240	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
B	<input checked="" type="checkbox"/> 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	N/A	Y	WCP2304517	04/01/2025	04/01/2026	<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

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

Project: Sarginson & Broome Parks
Genesee County is recognized as additional insured in regards to the general liability to include a waiver of subrogation.
Richard & Diane Sinclair are excluded in regards to the Workers Compensation

CERTIFICATE HOLDER**CANCELLATION**

Genesee County 324 S Saginaw St Flint MI 48502	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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Additional Named Insureds

Other Named Insureds

TMJ Enterprises

TMJ Management LLC

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	Uninsured motorist combined single limit	UMCSL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
	Underinsured motorist property damage	UNDPD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	Uninsured motorist property damage	UMPD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
	PPRF	PPRF		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$112.00
	Foreign Terrorism Cov	FTERR		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$109.00
	Waiver of Subrogation	WVSUB		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$100.00
	Premium discount	PDIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium -\$30.00
	Multi policy credit	ACCT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium -\$274.00
	Merit Surcharge	MERIT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium -\$538.00
	Second Injury Fund	2NDIN		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$8.00

ADDITIONAL COVERAGES

Ref #	Description Premium Adj Factor	Coverage Code PRADJ	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium -\$172.00
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description Increased Limits Factor	Coverage Code INCLF	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$22.00
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Sinclair Recreation, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Stored material/BPP of premissis limit of \$200,000

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule.

Schedule

ANY PARTY YOU AGREED BY WRITTEN
TO WHICH IS EFFECTIVE PRIOR TO

AGREEMENT TO FURNISH THIS WAIVER
THE OCCURRENCE OF ANY LOSS.

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*//•WC000313-198404

Copyright, 1983 National Council on Compensation Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

CONTENTS:

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSURED
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
- P. TOWING
- Q. AUTO LOAN/LEASE GAP COVERAGE
- R. PERSONAL EFFECTS COVERAGE
- S. LOCKSMITH SERVICES
- T. TAPES, RECORDS AND DISCS COVERAGE
- U. HIRED AUTO PHYSICAL DAMAGE
- V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**A. ADDITIONAL INSURED –
AUTOMATIC STATUS**

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

- c. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization’s status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an “insured”. However, such organization will not qualify as an “insured” if it is also an “insured” under another policy, other than a policy written to apply specifically in excess of

this Coverage Part or would be an “insured” under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an “insured” only while you own a financial interest of more than 50% in the organization during the policy period.

- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an “insured”. However, such organization will not qualify as an “insured” if it is also an “insured” under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an “insured” under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an “insured” only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; OR
- (2) “bodily injury”, “property damage” or “covered pollution cost or expense” caused by an “accident” that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an “accident”, claim, “suit” or “loss” is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is

excess over any other collectible insurance

G. EMPLOYEES AS INSUREDS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the \$1,000 with \$2,500.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

P. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to \$75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

Q. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

balance from another vehicle to the original lease or loan for the scheduled "auto";

- 3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
- 4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
- 5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
- 6. Nonrefundable security deposits; and
- 7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

R. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar

devices used with audio, visual or data electronic equipment are not considered personal effects.

S. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

T. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

U. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a

\$1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Designated Construction Project(s):
EACH OF YOUR PROJECTS AWAY FROM
PREMISES OWNED OR RENTED TO YOU**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue
- to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
 AUTOMATIC STATUS (INCLUDING COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The words "you" and "your" as used in this endorsement refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.
- B. Section II - Who Is An Insured** is amended to include any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to:
- 1.** Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a.** Your acts or omissions; or
 - b.** The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured.
 A person's or organization's status as an additional insured for ongoing operations ends when your operations for that additional insured are completed.
 - 2.** Liability for "bodily injury" or "property damage" caused in whole or in part, by "your work" at the location designated and described in the written contract or written agreement with that additional insured and included within the "products-completed operations hazard".
 - 3.** With respect to the insurance afforded to the additional insured described above, the following additional exclusions or limitations apply:
 - a.** The insurance applies only to the extent permitted by law;
 - b.** This insurance does not apply to "bodily injury" or "property damage" caused by your ongoing operations, or "your work" included in the "products-completed operations hazard", unless you are required to provide such coverage for the additional insured by a written contract or written agreement. The contract or agreement must be in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. Coverage for the additional insured is provided only for the lesser of: (i) the period of time required by such contract or agreement; or (ii) the end of the policy period.
 - c.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional engineering, architectural or surveying services by you or others on your behalf, including:
 - (1)** The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (2)** Supervisor or inspection activities performed as part of any related architectural or engineering activities.
 However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.
 This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
 - d.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of, or defects in design provided by, the additional insured or its "employees".
 - e.** This insurance does not apply to "bodily injury" or "property damage":
 - (1)** Occurring after all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) Once the location designated and described in the written contract or written agreement has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project, except to the extent a written contract or written agreement requires coverage to be provided for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. With respect to any person or organization added as an additional insured by this endorsement, the definition of "insured contract" under **Section V - Definitions** is amended as follows:
- (1) Paragraph 9.f. does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such contractual assumption of liability is specifically required by a written contract or written agreement.
- (2) Under paragraph 9.f. any such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law.
- g. The insurance as provided in this endorsement does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor, project manager or owner of a construction project in which you are involved.
4. With respect to the insurance afforded to the additional insured the following is added to **Section III - Limits of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limit of Insurance shown in the Declarations, whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the coverage provided under this endorsement to an additional insured, the following is added to paragraph 4.a., **Other Insurance, of Section IV - Commercial General Liability Conditions**:
- However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of this endorsement provided that
- (1) The person or organization is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
6. As a condition of coverage, each additional insured must:
- a. Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".
- b. Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.
- c. Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured under any applicable policy definition. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested, demanded, or targeted tender that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- d. Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

Unless otherwise amended by separate endorsement this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS

1. EXPECTED OR INTENDED PROPERTY DAMAGE
2. BROADENED NON-OWNED WATERCRAFT
3. AMENDED SUPPLEMENTARY PAYMENTS
4. BROADENED DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
5. ADDITIONAL INSURED - BROAD FORM VENDORS
6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES
7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT
8. EXTENDED NEWLY ACQUIRED OR FORMED ORGANIZATIONS AS INSUREDS
9. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
10. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS
11. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE
12. ELECTRONIC DATA LIABILITY
13. "MOBILE EQUIPMENT" REDEFINED
14. COORDINATING COVERAGE

1. EXPECTED OR INTENDED PROPERTY DAMAGE

Exclusion 2.a. in SECTION I - COVERAGE A is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. BROADENED NON-OWNED WATERCRAFT

A. If Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51** is attached to the Policy, the following is added to Paragraph **2.g.(2)(b) - Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraph **2.g.(2)(b)** of **Section I - Coverages** is replaced by the following:

(b) A watercraft you do not own that is:

- (i) Less than 51 feet long; and
- (ii) Not being used to carry persons or property for a charge;

B. If Paragraph 2.A. does not apply, the following is added to Paragraph **2.g.(2) - Exclusions** under **SECTION I - COVERAGE** pertaining to non-owned watercraft, is changed to the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

3. AMENDED SUPPLEMENTARY PAYMENTS

Paragraphs **b.** and **d.** of the **Supplementary Payments - Coverages A and B** section are changed as shown:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

4. BROADENED DAMAGE TO PREMISES RENTED TO YOU

A. The paragraph immediately following **Exclusion 2.j.(6)** in **SECTION I - COVERAGE A**, is amended as follows:

Paragraph (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

B. The last paragraph under **Exclusion 2.** in **SECTION I - COVERAGE A**, is amended as follows:

Exclusions c. through n. do not apply to damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

C. SECTION III - LIMITS OF INSURANCE is amended as follows:

Paragraph 6. is deleted and replaced with the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage, while rented to you or temporarily occupied by you, with permission of the owner.

Subject to all the terms of SECTION III - LIMITS OF INSURANCE, the Damage to Premises Rented To You Limit is the greater of:

a. \$500,000; or

b. The amount shown in the Declarations for Damage to Premises Rented To You Limit.

D. Paragraph **4.b.(1)(a)(ii)** in **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

(ii) That is Fire, Smoke, Lightning, Explosion, Water Damage, or Sprinkler Leakage Insurance for premises while rented to you or temporarily occupied by you with the permission of the owner.

E. Paragraph **9.a.** in **Section V - DEFINITIONS** is amended to read:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, lightning, explosion, or water damage or sprinkler leakage to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. ADDITIONAL INSURED - BROAD FORM VENDORS

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this section as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and

2. If coverage provided to the vendor is required by contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. Provision B.2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
4. This insurance does not apply if "bodily injury" or "property damage" included within the "products completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.
- C. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance**:
 If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
1. The minimum amount of insurance required by the contract or agreement; or
 2. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less.
- This provision shall not increase the applicable Limits of Insurance shown in the Declarations.
6. **ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES**
- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease a building or premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by some negligent act or omissions by you, your employees, your agents, or your subcontractors as a result of your occupancy, maintenance or use of that part of the premises leased to you, provided that:
1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
 2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage was sought.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. Exclusions
 This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 2. Any structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) from which you lease a building or premises.
 3. Any premise for which coverage is excluded by endorsement.
 4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
 If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:
1. The minimum amount of insurance required by the contract or agreement; or
 2. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less.
- This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is:

1. The minimum amount of insurance required by the contract or agreement; or
 2. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

8. EXTENDED NEWLY FORMED OR ACQUIRED ORGANIZATIONS AS INSURED

Paragraph 3. in **SECTION II - WHO IS AN INSURED** is deleted and replaced with the following:

3. Any organization you newly acquire or form, other than a partnership, or joint venture, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, or joint venture that is not shown as an insured in the Declarations.

8. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraphs **e.** and **f.** are added to **2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, as shown:

- e.** The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An "executive officer" or insurance manager, if you are a corporation.
 - (4) A member or manager if the named insured is a limited liability company.
- f.** The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An "executive officer" or insurance manager, if you are a corporation.
 - (4) A member or manager if the named insured is a limited liability company.

10. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Condition **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

This provision does not apply to any written contract formed or executed after performance has begun.

11. PRIMARY AND NONCONTRIBUTORY

Subparagraph a. **Primary Insurance** of Paragraph 4. Other Insurance of **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:

- a. The person or organization is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

12. ELECTRONIC DATA LIABILITY

A. Exclusion 2.p. of **Coverage A - Bodily Injury And Property Damage Liability** in **Section I - Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property. However, this exclusion does not apply to liability for damage because of "bodily injury".

B. The following is added to Paragraph 2. **Exclusions of Coverage B - Personal And Advertising Injury Liability** in **Section I - Coverages**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

Damages arising out of:

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**

Subject to 5. above, we will pay up to \$50,000 for the loss of "electronic data" under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence". The limit does not increase the "occurrence" limit stated in the Declarations.

C. The following definition is added to the **Definitions** section:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of the coverage provided by this endorsement, the definition "property damage" in the **Definitions** section is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data" resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

13. "MOBILE EQUIPMENT" REDEFINED

Section V - DEFINITIONS is amended as follows:

- a. Paragraph **12.f.(1)(a), (b), and (c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

14. COORDINATING COVERAGE

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the maximum applicable per occurrence and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIER LIABILITY PLUS ENDORSEMENT

SOME PROVISIONS WITHIN THIS ENDORSEMENT PROVIDE CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS

- A. EXPECTED OR INTENDED PROPERTY DAMAGE
- B. FELLOW EMPLOYEE COVERAGE
- C. EXTENDED NON-OWNED AIRCRAFT AND WATERCRAFT
- D. EXPANDED DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
- E. INCREASED SUPPLEMENTARY PAYMENTS
- F. BROADENED NAMED INSURED
- G. ENHANCED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
- H. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- I. LIBERALIZATION CONDITION
- J. BROADENED BODILY INJURY DEFINITION
- K. COVERAGE TERRITORY BROADENED
- L. LIMITED PRODUCT WITHDRAWAL EXPENSE
- M. EMPLOYEE BENEFITS LIABILITY COVERAGE (CLAIMS-MADE COVERAGE)
- N. COORDINATING COVERAGE

A. EXPECTED OR INTENDED PROPERTY DAMAGE

Unless otherwise amended by separate endorsement to this Coverage Form, **Exclusion 2.a.** in **SECTION I - COVERAGE A** is deleted and replaced by the following:

- a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. FELLOW EMPLOYEE COVERAGE

Unless otherwise amended by separate endorsement to this Coverage Form, paragraph 2.a.(1), in **Section II - Who is an Insured**, is replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or member (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services. However, this does not apply to "bodily injury" to a co-"employee" when caused by your "employee", except with respect to claims for "bodily injury" to:
 - (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;
 - (b) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a) (i), (ii), or (iii) above is directed; or
 - (c) Any person due to alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

C. EXTENDED NON-OWNED AIRCRAFT AND WATERCRAFT

Unless otherwise amended by separate endorsement to this Coverage Form, the following changes apply:

1. If Endorsement **CG 21 09, CG 21 10, CG 24 50 or CG 24 51** is attached to the Policy, Paragraph **2.g. - Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft)

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 76 feet long; and

(ii) Not being used to carry persons or property for a charge;

(e) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(f) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(g) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

(h) An aircraft (other than unmanned aircraft) that is hired, chartered or loaned with a paid and licensed crew and is not owned in whole or in part by any insured

2. If Paragraph **C.1. does not apply, Exclusion 2. g. in SECTION I - COVERAGE A** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 76 feet long; and

- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft that is hired, chartered or loaned with a paid and licensed crew and is not owned in whole or in part by any insured
3. The following paragraph is added to **SECTION II - WHO IS AN INSURED**:
With respect to watercraft that you do not own that is less than 76 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission.
- D. EXPANDED DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU**
Unless coverage for Damage To Premises Rented To You under Coverage A is amended or excluded from the Coverage Form by separate endorsement, the following changes apply:
1. The paragraph immediately following **Exclusion 2.j. (6)** in **SECTION I - COVERAGE A**, is replaced by the following:
Paragraph (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.
2. The last paragraph under **Exclusion 2.** in **SECTION I - COVERAGE A**, is replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE**.
3. Paragraph **6.** in **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:
6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage", while rented to you, or in the case of damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence".
Subject to all the terms of **SECTION III - LIMITS OF INSURANCE**, the Damage to Premises Rented To You Limit is the greater of:
a. \$750,000; or
b. The amount shown in the Declarations for Damage to Premises Rented To You Limit.
4. Paragraph **4.b.(1)(a)(ii)** in **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:
(ii) That is fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam Insurance for premises while rented to you or temporarily occupied by you with the permission of the owner.
5. Paragraph **9.a.** in **Section V - DEFINITIONS** is amended to read:
a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, vandalism, weight of snow, ice or sleet, sprinkler leakage, or accidental discharge or leakage of water or steam to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

E. INCREASED SUPPLEMENTARY PAYMENTS

Unless otherwise amended by separate endorsement to this Coverage Form, the following changes apply: Paragraph 1.b. and 1.d. of **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are amended as follows:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$750 a day because of time off from work.

F. BROADENED NAMED INSURED

1. Paragraph 3. of **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

3. Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and of which you own a financial interest of more than 50% as of the effective date of this Coverage Form, will qualify as an insured subject to the following:

- a. Newly acquired or formed organizations:
 - (3) Coverage A does not apply to "bodily injury" or "property damage" that occurred, and
 - (4) Coverage B does not apply to "personal and advertising injury" arising out of an offense, before you acquired or formed the new organization.
- b. Existing and newly acquired or formed organizations will not qualify as an insured if it:
 - (1) Is also an insured under another policy, other than a policy written to apply specifically in excess of this policy; or
 - (2) Would be an insured under such policy but for its termination or exhaustion of its limits of insurance.

Each such organization remains qualified as an insured only while you own a financial interest of more than 50% in the organization during the policy period.

An additional premium will apply in accordance with our rules and rates in effect at the beginning of the policy period or on the date you acquired or formed the organization if subsequent to the inception date of the policy.

This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

2. Under Section IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. Other Insurance, paragraph b. Excess Insurance.

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured when this insurance is available solely by reason of your direct or indirect control of more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. ENHANCED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to the end of Paragraph 2. **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers, legal representatives, "employees" or "volunteer workers" authorized by you to give or receive notices becomes aware of or should have become aware of such "occurrence", offense, claims or "suit".

If you report an "occurrence" or offense to your Workers Compensation insurer which later becomes a claim under this coverage form, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

H. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Paragraph 6. of **SECTION IV - CONDITIONS**:

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

I. LIBERALIZATION CONDITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

J. BROADENED BODILY INJURY DEFINITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following replaces paragraph 3. in **SECTION V - DEFINITIONS**:

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death, shock, mental anguish or mental injury sustained by that person at any time resulting from the bodily injury, sickness or disease.

K. BROADENED COVERAGE TERRITORY

Unless otherwise amended by separate endorsement to this Coverage Form, paragraph 4.a. of "Coverage Territory" in **SECTION V - DEFINITIONS** is replaced with the following:

a. The United States of America (including its territories and possessions), Canada, Bermuda, the Bahamas, the Cayman Islands, British Virgin Islands and Puerto Rico.

L. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS PROVISION ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

For the purpose of this coverage, the following is added to **Section I - Coverages**:

SECTION I - LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE**1. Insuring Agreement**

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III - Limits Of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse "product withdrawal expenses" only if:

(1) The expenses are incurred within one year of the date the "product withdrawal" was initiated; and

(2) The expenses are reported to us within one year of the date the expenses were incurred.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

- (1) An error in manufacturing, design, or processing;
- (2) Transportation of "your product"; or
- (3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, "punitive damages", exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

- (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

For the purposes of this coverage, **Section III - Limits Of Insurance** is replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Product withdrawals" initiated; or
 - c. Number of "your products" withdrawn.
2. The most we will reimburse you for "product withdrawal expenses" is \$100,000 aggregate limit for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period, unless higher limits of insurance are purchased and specified elsewhere in the policy Declarations or by endorsement.
3. **Deductible**

We will only pay for the amount of "product withdrawal expenses" which are in excess of a \$1,000 deductible amount unless a higher deductible amount is specified elsewhere in the policy Declarations or by endorsement. The deductible applies separately to each "product withdrawal". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

For the purposes of this coverage, the **Duties In The Event Of Occurrence, Claim Or Suit Condition** under **Section IV - Conditions** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- b. If a "product withdrawal" is initiated, you must:
- (1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.
- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".
- d. You and any other involved insured must:
- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the "product withdrawal".

For the purposes of this coverage the following condition is added to **Section IV - Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

"Product Withdrawal" Concealment Or Fraud

We will not provide coverage under Section I of this endorsement to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or
2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under Section I of this endorsement.

The following definitions are added to the **Definitions** Section:

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
2. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. "Product withdrawal" means the recall or withdrawal:
 - a. From the market; or
 - b. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":
 - a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;

- g. Costs of warehouse or storage space; or
- h. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products.
- 5. "Profit" means the positive gain from business operation after subtracting for all expenses.
- 6. "Punitive damages" means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

M. EMPLOYEE BENEFITS LIABILITY COVERAGE

1. For the purpose of this coverage the following is added to **Section I - Coverages:**

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Paragraph 4. of this coverage and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.
 No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- b. This insurance applies to damages only if:
 - (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
 - (2) The act, error or omission, takes place before the end of the policy period; and
 - (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph 6. of this endorsement.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
 - (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph 1.a. above.
 A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.
- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

Exclusions

This insurance does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**
Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.
- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**
"Bodily injury", "property damage" or "personal and advertising injury".
- c. **Failure To Perform A Contract**
Damages arising out of failure of performance of contract by any insurer.
- d. **Insufficiency Of Funds**
Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".
- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**
Any "claim" based upon:
 - (1) Failure of any investment to perform;
 - (2) Errors in providing information on past performance of investment vehicles; or
 - (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- f. Workers' Compensation And Similar Laws**
Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
- g. ERISA**
Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
- h. Available Benefits**
Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.
- i. Taxes, Fines Or Penalties**
Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
- j. Employment-Related Practices**
Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.
- 2. For the purposes of this coverage:**
- a.** All references to Supplementary Payments - Coverages **A** and **B** are replaced by Supplementary Payments - Coverages **A, B** and **Employee Benefits Liability**.
- b.** Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.
- 3. For the purposes of the coverage provided by this endorsement, Paragraph 2. of Section II - Who Is An Insured is replaced by the following:**
- 2.** Each of the following is also an insured:
- a.** Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b.** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- 4. For the purposes of this coverage, Section III - Limits Of Insurance is replaced by the following:**
- Limits Of Insurance**
- a.** The Limits of Insurance shown in paragraph **d.** below and the rules below fix the most we will pay regardless of the number of:
- (1)** Insureds;
(2) "Claims" made or "suits" brought;
(3) Persons or organizations making "claims" or bringing "suits";
(4) Acts, errors or omissions; or
(5) Benefits included in your "employee benefit program".
- b.** The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c.** Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (1)** An act, error or omission; or
(2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".
- d.** Employee Benefits Liability Limits of Insurance
Each Employee Limit: \$1,000,000
Aggregate Limit: \$2,000,000
- The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in paragraph e. below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"
 apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
 - e. Employee Benefits Liability Deductible
Each Employee Deductible: \$1,000
5. For the purposes of this coverage, Conditions 2. and 4. of **Section IV - Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this insurance; or
 - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

6. For the purposes of this coverage, the following Extended Reporting Period provisions are added,

EXTENDED REPORTING PERIOD

- a. You will have the right to purchase an Extended Reporting Period, as described below, if:

- (1) This endorsement is canceled or not renewed; or
 (2) We renew or replace this endorsement with insurance that:
 (a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement;
 or
 (b) Does not apply to an act, error or omission on a claims-made basis.

- b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

- c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The "employee benefit programs" insured;
 (2) Previous types and amounts of insurance;
 (3) Limits of insurance available under this coverage for future payment of damages; and
 (4) Other related factors.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph 4.b. of this provision will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph 4.c.

7. For the purposes of this coverage, the following definitions are added to the **Definitions** Section:

- a. "Administration" means:

- (1) Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 (2) Handling records in connection with the "employee benefit program"; or
 (3) Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- c. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- d. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - (4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - (5) Any other similar benefits designated in the Schedule or added thereto by endorsement.
- 8. For the purposes of this coverage, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
 - 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

N. COORDINATING COVERAGE

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the maximum applicable per occurrence and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.