



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS



January 13, 2026

Mr. John Z. Veldhuis
Michigan Consulting & Environmental
1669 South Isabella Road
Mt. Pleasant, MI 48858
jveldhuis@michenv.com

RE: Authorization for Entry for Environmental Remediation

Dear Mr. Veldhuis:

At its January 13, 2026 meeting, the Board of Public Works approved the above referenced agreement for authorization entry upon public property/right of way for drilling and environmental remediation.

Enclosed please find a copy of the agreement for your records.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk



CITY OF SOUTH BEND

JAMES MUELLER, MAYOR

BOARD OF PUBLIC WORKS

SOUTH BEND CITY HALL

215 S. DR. MARTIN LUTHER KING, JR. BLVD. SUITE #400

SOUTH BEND, INDIANA 46601

PHONE 574/235-9251

AGREEMENT AUTHORIZING ENTRY UPON PUBLIC PROPERTY FOR
DRILLING PURPOSES AND REVOCABLE PERMIT FOR
ENVIRONMENTAL REMEDIATION PURPOSES

THIS AGREEMENT, is made effective the 24th day of December, 2025, by and between the City of South Bend Board of Public Works having its offices located at 215 S. Dr. Martin Luther King, Jr. Blvd. Suite 400, South Bend, Indiana 46601 and Michigan Consulting & Environmental and is in the business of performing environmental assessments and remediation of polluted sites for its clients; and

WHEREAS, Michigan Consulting & Environmental desires access to public property located within the public right-of-way at 1319 N. Iowa Street, South Bend, IN 46628 for the purpose of drilling two (2) borings for a probe of soil and/or water samples and installation of a monitoring well and the City is agreeable to such additional environmental remediation activities ("the Work"); and

WHEREAS, the care, custody and control of City-owned property and the supervision of streets, public ways and sidewalks is vested in its Board of Public Works pursuant to I.C. 36-9-6, *et seq.*; and

WHEREAS, the City, acting by and through its Board of Public Works, is willing to permit MICHIGAN CONSULTING & ENVIRONMENTAL and its respective agents and consultants to gain access to the property identified herein subject to the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties restate and amend the Permit in its entirety as follows:

1. The City, acting by and through its Board of Public Works ("City") hereby grants to Michigan Consulting & Environmental its agents, contractors, employees and successors and assigns, a temporary, non-exclusive right on, in, across and under the property located within the public right-of-way of 1319 N. Iowa Street, South Bend, IN 46628 ("Property") for the purposes of the investigation, surveying and sampling of soils and improvements including drilling borings for a probe of soil and/or water samples and installation of monitoring wells. The City understands and acknowledges that the number of borings and/or monitoring wells reasonably necessary to accomplish the remediation activities may change over the term

of this agreement and are further subject to direction from the Indiana Department of Environmental Management ("IDEM").

2. MICHIGAN CONSULTING & ENVIRONMENTAL will drill and install the wells in a professional manner in accordance with state laws and regulations, and shall keep interference with the surrounding property and transportation to a minimum, as is consistent with such standards.

3. If any improved or paved property is disturbed by the drilling or installation of the wells, Michigan Consulting & Environmental shall restore said property to its original state or better as soon as practical upon the completion of the installation of the wells;

4. The work to be performed shall not interfere with any existing easement without the consent of the owner of said easement;

5. In consideration for the approval of this agreement by the City, Michigan Consulting & Environmental agrees and undertakes to hold the Civil City of South Bend, Indiana, Board of Public Works, their agents and employees, free and harmless from any liability, loss, costs, damages or expenses, including attorney's fees caused by the Work, which the Civil City of South Bend or the Board of Public Works may suffer or occurs as the result of any claims or actions that may be brought by a person arising out of the approval of this request by the Board of Public Works.

6. Michigan Consulting & Environmental shall abide by all other laws of the United States, State of Indiana, and the City of South Bend in performing the work in the City of South Bend. Michigan Consulting & Environmental shall submit for prior approval a traffic control plan prior to obstructing any public street in the City of South Bend.

7. This authority is limited to the scope of work described on Figure 1 attached hereto and incorporated herein.

8. The monitoring wells shall be properly abandoned not later than 36 months following installation unless otherwise agreed by the City in writing or as otherwise directed by IDEM. After abandonment of the wells, Michigan Consulting & Environmental shall cause the property in the right-of-way to be restored to its original state or better within thirty (30) days.

9. Prior to any entry on the land, Michigan Consulting & Environmental shall deliver to the Clerk of the Board of Public Works a Certificate of Insurance listing the City of South Bend as an additional insured, which insurance shall be in the amount of Four Million Dollars (\$4,000,000) aggregate and Seven Hundred Thousand dollars (\$700,000) per occurrence. Michigan Consulting & Environmental has heretofore posted a \$5,000 excavation bond.

10. When Michigan Consulting & Environmental notifies the Board of Public Works that the monitoring wells have been removed, South Bend will inspect the

work and, if satisfied that there has been compliance with Paragraph 8 of this document, the bond and insurance may be cancelled.

11. In further consideration for the approval by the Board of Public Works of the City of South Bend of this Agreement Authorizing Entry Upon Public Property for Drilling Purposes, Michigan Consulting & Environmental shall provide the City with an annual fact sheet summarizing the testing performed and the resulting findings including, but not limited to, a listing of contaminates of concern, the extent of such contaminates and the direction of any contamination that is determined to be migrating to or away from the testing area. Such annual summary shall be submitted on or before December 1st of each year during the life of this agreement and delivered to the Director of Public Works, 227 West Jefferson, 13th Floor, County-City Building, South Bend, Indiana 46601. Further, Michigan Consulting & Environmental agrees that upon the request of the City, Michigan Consulting & Environmental shall make available to the City the results of the testing. Such access shall be granted at a reasonable place and time.

12. It is also agreed that Michigan Consulting & Environmental shall apply to the City of South Bend's Engineering Office for an excavation permit and shall pay the appropriate fee for said permit.

13. This agreement shall be governed by the laws of the State of Indiana. [SIGNATURE PAGE ATTACHED]

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Murray L. Miller, Member



Abigail E. Magas, Member



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Breana N. Micou, Member

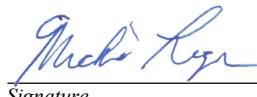


Attest: Hillary R. Horvath, Clerk

Date: January 13, 2026

The undersigned person represents that he/she has authority on behalf of Michigan Consulting & Environmental, to execute this agreement on its behalf and acknowledges its obligations to indemnify and hold harmless the Civil City of South Bend as set forth in this agreement.

Michigan Consulting
& Environmental



Signature

Michael Logan, President

Printed Name and Title

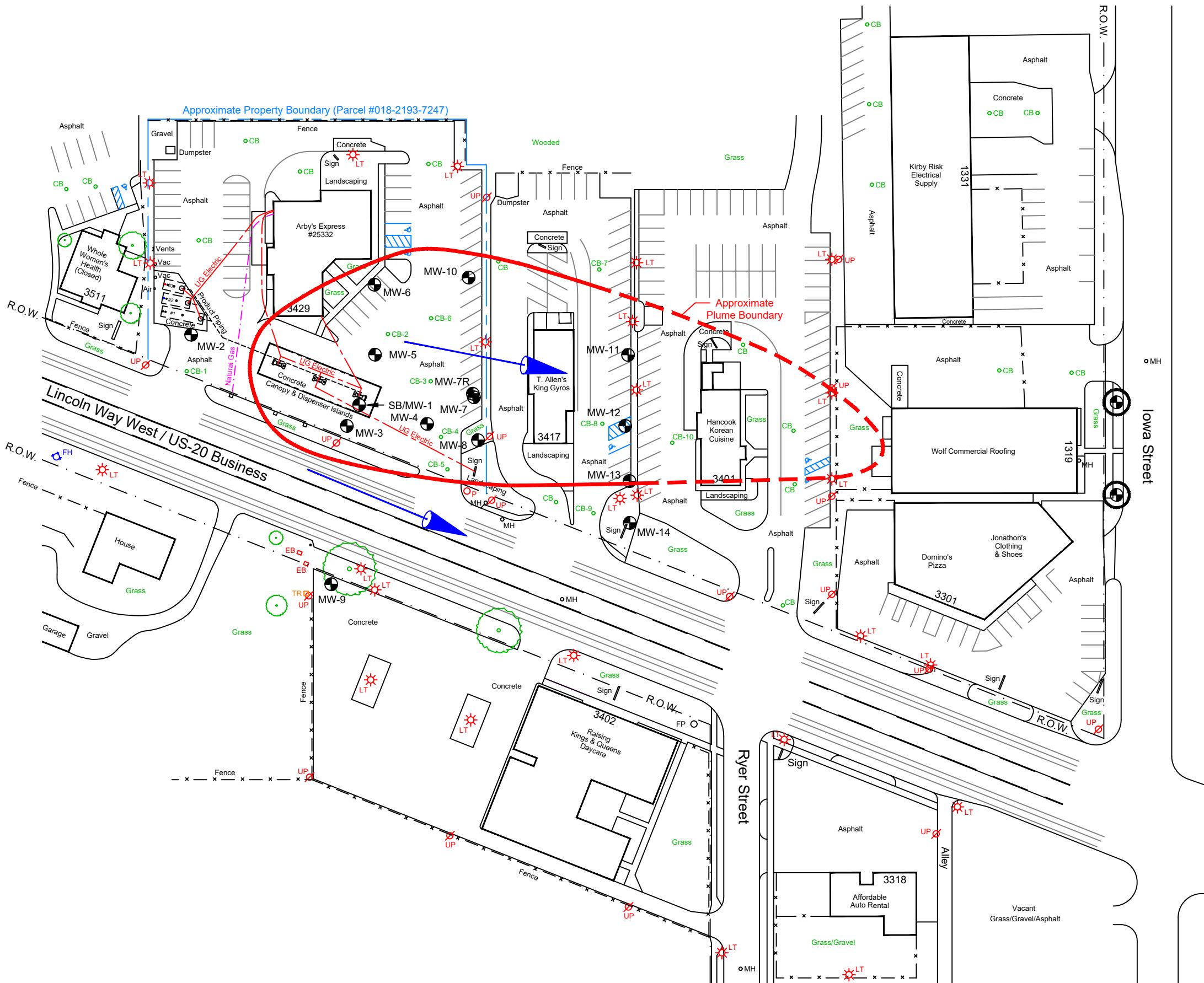
WITNESS:

Signature



Trina Irvin, Administration

Printed Name and Title



Note:

Adapted from Google Earth aerial imagery dated 4/8/23 and field observations by Michigan Consulting & Environmental, Inc.

Current Underground Storage Tanks:
#1 - 12,000 Gallon Gasoline UST - Installed 9/1/94
#2 - 8,000 Gallon Gasoline UST - Installed 9/1/94
#3 - 6,000 Gallon Gasoline UST - Installed 9/1/94

LEGEND

 Proposed Monitoring Well Location

 Soil Boring/Monitoring Well (SB/MW) Location

 Catch Basin

 Electrical Box

 Fire Hydrant

 Light Pole

 Manhole

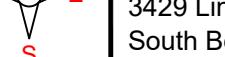
 Pole

 Telephone Riser

 Utility Pole

 Apparent
 Ground Water Flow Direction

Proposed Monitoring Well Locations

| | |
|---|--|
|  | <p>Location:</p> <p>Arby's Express #25332 3429 Lincoln Way West South Bend, IN 46628</p> |
| <p>Figure #1</p> | <p>Drawing Date: 11-25-25</p> |
|  | <p>Project Number: 65019</p> |
| <p>0 20 40 60 80</p> | <p>Project Manager: JZV</p> |
| <p>Approximate scale in feet</p> | |
| <p>CAD File: 65019-7-8</p> | |
| <p>Drawn by: BAP</p> | |

MICHIGAN CONSULTING & ENVIRONMENTAL

BRIGHTON KALAMAZOO MOUNT PLEASANT TRAVERSE CITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2025

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 | | CONTACT NAME: Cyndi Armstrong |
| Moore Insurance Services, Inc. 67 N. Howell P.O. Box 207 Hillsdale MI 49242 | | PHONE (A/C, No, Ext): (517) 439-9345 FAX (A/C, No): (517) 439-5536 E-MAIL ADDRESS: carmstrong@mooreinsuranceservices.com |
| | | INSURER(S) AFFORDING COVERAGE NAIC # |
| | | INSURER A: Travelers Indemnity Company of America 25666 |
| | | INSURER B: Auto-Owners Insurance Company 18988 |
| | | INSURER C: Travelers Property Casualty Company of America 25674 |
| | | INSURER D: CNA 35289 |
| | | INSURER E: |
| | | INSURER F: |
| INSURED | | MNL Consulting, LLC DBA: Michigan Consulting & Environmental & Compliance, Inc. 1669 South Isabella Road Mt Pleasant MI 48858 |

| COVERAGES | | CERTIFICATE NUMBER: | | CL2521004814 | 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 | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> | Y | Y | 6801N825636 | 02/12/2025 | 02/12/2026 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$ | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | | | | | | | |
| | OTHER: | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> | | | | | | | | | | | | |
| | EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> | | | | | | | | | | | | |
| B | Y | Y | 5243624700 | 02/12/2025 | 02/12/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | | | | | | | |
| | | | | | | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | |
| | | | | | | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> | | | | | | | |
| | | | | | | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | |
| | | | | | | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | |
| C | Y | Y | CUP1N874298 | 02/12/2025 | 02/12/2026 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ | | | | | | | |
| | | | | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input checked="" type="checkbox"/> N | N / A | Y | UB1N826786 | 02/12/2025 | 02/12/2026 | <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 |
| | | | | | | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | |
| | | | | | | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | |
| | | | | | | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | |
| D | Professional Liability w/ Pollution Incident | | | ECH591927084 | 02/12/2025 | 02/12/2026 | | | | | | | Per Claim \$ 2,000,000 Aggregate \$ 4,000,000 |

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

CERTIFICATE HOLDER

CANCELLATION

| | | |
|---|--|--|
| City of South Bend C/O Board of Public Works 215 S Dr. Martin Luther King Jr. Blvd, Suite 400 South Bend | 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 | |
| IN 46601 | | |

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Auto-Owners Insurance Company

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

Auto-Owners Insurance Company

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

Auto-Owners Insurance Company

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Retired Partners, Members, Directors And Employees
- D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured – Controlling Interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments – Increased Limit
- L. Amendment Of Excess Insurance Condition – Professional Liability
- M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
- N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(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 (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-employee" while in the course of the co-employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- 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.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:
"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. **MEDICAL PAYMENTS – INCREASED LIMIT**
The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. **AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**
The following is added to Paragraph 4.b., **Excess Insurance**, of **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, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. **BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**
The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

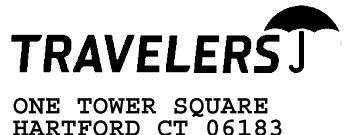
- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

 subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-1N826786-24-47-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM

Date: 1/5/2026
 Name: Gemma Stanton Department of Public Works – Engineering Division
 BPW Date: 1/13/2026 Phone Extension: 9083

| Required Prior to Submittal to Board | | |
|--------------------------------------|--------------------------|---------------------|
| BPW Attorney | X | Attorney Name _____ |
| Dept. Attorney | <input type="checkbox"/> | Attorney Name _____ |
| Purchasing | <input type="checkbox"/> | _____ |

| Check the Appropriate Item Type – <i>Required for All Submissions</i> | | | | | |
|---|--|---|--|--|--------------------------------------|
| <input type="checkbox"/> Professional Services Agreement | <input type="checkbox"/> Contract | <input type="checkbox"/> Proposal | <input type="checkbox"/> Special Purchase, QPA | <input type="checkbox"/> Req. to Advertise | <input type="checkbox"/> Title Sheet |
| <input type="checkbox"/> Open Market Contract | <input type="checkbox"/> Amendment/Addendum | <input type="checkbox"/> Reject Bids/Quotes | <input type="checkbox"/> C/O & PCA No. _____ | <input type="checkbox"/> PCA | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Bid Opening | <input type="checkbox"/> Bid Award | <input type="checkbox"/> Ease./Encroach | <input type="checkbox"/> Traffic Control | <input type="checkbox"/> Michigan Consulting & Environmental | |
| <input type="checkbox"/> Quote Opening | <input type="checkbox"/> Quote Award | | | | |
| <input type="checkbox"/> Proposal Opening | <input type="checkbox"/> C/O & PCA No. _____ | | | | |
| <input type="checkbox"/> Chg. Order, No. _____ | <input type="checkbox"/> Traffic Control | | | | |
| <input checked="" type="checkbox"/> Other: Authorization for | | | | | |

Entry for Environmental

Remediation

| Required Information | | | | |
|------------------------------------|---|---|----------------------------------|--|
| Company or Vendor Name | Michigan Consulting & Environmental | | | |
| New Vendor | <input type="checkbox"/> Yes | <input type="checkbox"/> If Yes, Approved by Purchasing | | |
| MBE/WBE Contractor | <input type="checkbox"/> No | <input type="checkbox"/> MBE | Completed E-Verify Form Attached | |
| | <input type="checkbox"/> WBE | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Project Name | N/A | | | |
| Project Number | N/A | | | |
| Funding Source | N/A | | | |
| Account No. | N/A | | | |
| Amount | N/A | | | |
| Terms of Contract | | | | |
| Special Contract Provisions | | | | |
| Purpose/Description | Agreement authorization entry upon public property/right of way for drilling and environmental remediation purposes | | | |

| For Change Orders Only | | |
|----------------------------|--------------------------|-----------------------|
| Amount of | <input type="checkbox"/> | Increase <u>\$</u> |
| | | Decrease <u>(\$)</u> |
| Previous Amount | | <u>\$</u> |
| Current Percent of Change: | | Increase <u>%</u> |
| New Amount | | Decrease <u>(%)</u> |
| Total Percent of Change: | | Increase <u>%</u> |
| Time Extension Amount: | | Decrease <u>(%)</u> |
| New Completion Date: | | |