City of Birmingham
A Walkable Community

MEMORANDUM

Building Department

DATE: **January 14, 2015**

TO: **Joseph A. Valentine, City Manager**

FROM: **Bruce R. Johnson, Building Official**

SUBJECT: **Professional Services Agreement**
McKenna Associates, Inc.

Attached is a professional services agreement for McKenna Associates, Inc. to assist the Building Department with inspection and plan review services. The ever-increasing amount of construction activity within the City makes the agreement necessary, which will provide benefits in both the short and long terms. Under the agreement, McKenna will provide building inspectors on a temporary basis until a full-time building inspector position is successfully filled. In addition, McKenna will provide substitute inspectors for all trades as needed during vacations, illness, etc. Further, the department can utilize McKenna services to help manage excessive workloads generated by large-scale commercial projects.

In anticipation of construction activity continuing to increase within the City over the next several years, a professional services agreement for additional inspection and plan review resources is a proactive step in helping to guarantee the increased workload can be managed.

With the assistance of the Human Resources Department, the Building Department interviewed McKenna Associates, Inc., along with another private inspection company. While the fees for inspection and plan review services were identical, McKenna's professionalism, qualifications, and scheduling flexibility placed them clearly on top. In addition to addressing our immediate needs, the agreement can be utilized in the future, as needed enabling us to better serve our residential and business customers during extremely busy times.

This agreement was not anticipated in the current 2014-2015 fiscal year and adjustments will be necessary in three general fund accounts to cover expenses for inspections, computer equipment, and office supplies totaling $80,600. The additional expenditures will be completely covered by the increase in permit revenue we are realizing this fiscal year.

SUGGESTED RESOLUTION:

To approve the service agreement with McKenna Associates, Inc. for building inspection services at an estimated cost of $80,600 for fiscal year 2014-2015, and thereafter as budgeted. Further, to direct the Mayor and City Clerk to sign the agreement on behalf of the City, and further approving the appropriation and amendment to the 2014-2015 General Fund budget as follows:

Revenues:	
Building Permit Revenue	$80,600
(Account Number 101-000.000-476.0000)	
Total Revenues	$80,600
Expenditures:	
Other Contractual Service	$72,000
(Account Number 101-371.000-811.0000)	
Computer Equipment	$6,100
(Account Number 101-371.000-942.0000)	
Furniture	$2,500
(Account Number 101-371.000-972.0000)	
Total Expenditures	$80,600

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this_____day of_____, 2015, by and between the CITY OF BIRMINGHAM, State of Michigan, hereinafter referred to as "City" and McKENNA ASSOCIATES, INCORPORATED, a Michigan corporation of Northville, Michigan, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the City regularly performs inspection services; and

WHEREAS, the City has reviewed and approved the Consultant's proposal of August 6, 2014;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES

The Consultant represents and warrants to the City that he employs or contracts for, State of Michigan licensed building officials, building, mechanical, electrical and plumbing inspectors and plan reviewers and that they shall remain so licensed during the term of this agreement. The Consultant shall perform all the following services under this Agreement:

A. Provide the City with proof that each of the Consultant's servants, agents and employees performing services pursuant to the contract possesses a valid operator's/driving license or identification card issued by the State of Michigan.

B. Provide and maintain a sufficient number of inspectors, to the satisfaction of the City Administration. The Consultant shall provide the City with information showing that the Consultant performed background checks on each of its servants, agents and employees to determine their fitness to perform services under the agreement.

C. Provide transportation and other equipment used in the performance of the requested services.

D. When performing inspection services of any kind, the Consultant's servants, agents and employees shall wear presentable attire. When performing services under the agreement, such individuals shall be in possession or, and shall display, identification to be provided by the City.

E. Provide services to the public on-site in the City and elsewhere, as necessary. Such services shall be provided pursuant to a regular schedule for the term of this agreement.

F. Maintain written and electronic files pertaining to all services rendered by the Consultant.

G. Review building plans and related construction documents for new construction, additions, and alterations or improvements to existing structures within the City, which are subject to review and approval by the City for conformance with the requirements of the City and State building codes. Consultant shall delineate on the plans provided to it, or in written

report format, or both as requested by the City, items requiring correction or alteration for conformance with the appropriate codes. The Consultant shall re-review all revised plans to determine whether corrections previously noted have been made.

H. Upon notification and request of the City, Consultant shall inspect buildings and structures for which a building, electrical, mechanical, or plumbing permit has been issued by the City in order to determine whether the construction and installations meets the requirements of the appropriate codes and permit requirements. The Consultant shall perform required business license building inspections as requested by the City. Upon completion of each inspection, Consultant shall enter the results into the City's database, or provide the City a written report of the inspection results, or both as requested by the City. The results shall include comments in sufficient detail delineating what was approved and/or items requiring correction or alteration for conformance with the permit.

I. Work performed by the Consultant shall comply with approved State and local codes, which govern the plan review, permit and inspection processes.

The Consultant shall not allow any person to perform any plan reviews or construction codes inspections (1) without first determining each servant, agent and employee of the Consultant providing plan review or inspection services is qualified and possesses all the necessary licenses and credentials required by the State of Michigan to perform the inspection and (2) shall provide the City with documentary proof verifying that each such servant, agent or employee has been issued an "Registered Code Official and Inspectors" card issued by the Michigan Department of Labor and Economic Growth, Bureau of Construction Codes setting forth their State Registration Number, the Expiration Date and specific categories for which each is licensed. The Consultant shall also provide the City with any correspondence from the State of Michigan approving the Consultant and its employees in accordance with Act 54 or otherwise, or approving the Consultant to perform "Plan Review," and "Inspector" duties, as these terms are defined by Act 54 and Michigan law.

J. In providing these Construction code services the Consultant shall:

1. Provide "inspector" services as these terms are defined by Michigan law. The Consultant shall also provide "plan review" services as defined by Michigan law; provide a written report of each plan review within five (5) working days of receipt of said plans by the Consultant in a professional and competent manner.

2. Review plans for the issuance of permits; conduct and/or attend pre-plan review meeting to provide guidance in the plan development process; and meet with customers to discuss plan review findings.

3. The physical preparation and issuance of permits and the scheduling of inspections will be performed by the City. City personnel shall be responsible for the issuance of certificates, as necessary, for completed and compliant work.

4. Conduct inspection of the construction, renovation, rehabilitation or integrity of residential and non-residential structures to determine compliance with approved plans,

applicable codes and ordinances; under the oversight and authority of the City's Building Official, issue violation notices for non-compliant work and issue stop-work orders;

5. Conduct open hole and final grade demolition inspections;

6. Participate in enforcement activities, including court appearances, regarding non-compliant work;

7. Evaluate existing structures for safety and health issues, the necessity of permits for work performed, hazardous or unsafe condition, or other violations, including declarations of emergencies and emergency demolition orders.

8. Monitor expiring permits, open inspection findings and non-compliant corrections notices and contact property owners to schedule follow-up inspections; provide information to City on status of expirations, non-compliant inspections; and facilitate scheduling of same;

9. Assist customers by phone, internet and in person, as necessary.

10. Participate in meetings with the public, other City agencies and elected officials, or other jurisdiction, State or Federal representatives,

11. When requested, provide opinions in development and implementation of goals, objectives, fee schedules, ordinances, budgets, policies and priorities for the City.

K. It is recognized, in accordance with state law, that the City of Birmingham will retain the authority to determine the fees for permits and applications. The City of Birmingham in consultation with the Building Official will also be responsible for any necessary interpretations of the various codes with the City administration.

L. It is recognized that, in accordance with state law, documents that are prepared by architects and engineers are required to have an original seal and signature, and, consequently, these documents cannot legally be submitted electronically.

SECTION 2: CITY AUTHORITY

The City, in its sole discretion to make the following determinations and give the following directives:

A. The City Manager or his designee shall determine the projects the Consultant shall perform services on.

B. The City Manager or his designee shall direct when the Consultant's services shall be used.

C. The City Manager or his designee shall determine when the Consultant's services on a given project shall cease.

SECTION 3: INSURANCE

A. The Consultant shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The Consultant shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

1. Workers' Compensation Insurance: Consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

3. Motor Vehicle Liability Insurance: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: The Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from Contractor under this Section.

5. Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than $1,000,000 per claim if Consultant will provide service that are customarily subject to this type of coverage.

6. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-

Renewal shall be sent to: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

7. Proof of Insurance Coverage: Consultant shall provide the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City, as listed below.

   i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

   ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

   iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

   iv. Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

8. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

SECTION 4: INDEMNIFICATION

To the fullest extent permitted by law the Consultant agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City. In addition, consultant's indemnity shall be comparatively reduced to the extent that the claim, suit or loss is caused in part (or shall be eliminated in whole if the claim, suit or loss is caused in whole) by the negligent or intentional acts of the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City.

SECTION 5. COMPENSATION AND METHOD OF PAYMENT

A. **Inspections**. The City shall pay the Consultant for services, as described in SECTION 1. SCOPE OF SERVICES, as follows:

The City shall compensate the Consultant for Inspection and Plan Review services on an hourly basis or at a maximum rate of 70 percent of the City's revenue on a project basis.

Hourly rate for inspectors and plan reviewers is $75.00 per hour; however, there shall be a cost savings for extended engagements of one month or more.

The following table is the Consultant for inspection and plan review services for 8 hours per day on a weekly and a monthly basis based on our hourly rate.

Inspection Categories	**Hourly Compensation Schedule**		
	Hourly	**Weekly**	**Monthly**
A. Building	$75.00	$3,000	$12,000*
B. Mechanical	$75.00	$3,000	$12,000*
C. Plumbing	$75.00	$3,000	$12,000*
D. Electrical	$75.00	$3,000	$12,000*
E. Fire Alarm	$75.00	$3,000	$12,000*
F. Fire Suppression	$75.00	$3,000	$12,000*

*Represents a 7 percent cost savings.

The following table is the Consultant percentage fee for inspection and plan review services provided on a project basis.

Fee Type	**Milestone**	**% Invoiced**
Plan Review	First comment submittal: Plan review completion:	50% 50%
Inspection	Date permit issued: 3 months from issuance: 6 months from issuance: Project completion or 12 months from issuance whichever comes first: 30 days after completion:	20% 20% 20% 30% 10%

The Consultant will work with the City to establish a mutually acceptable threshold for using hourly rates or percentage based compensation.

For the rates cited above, Consultant will furnish all materials and services including salaries of employees engaged by Consultant and other overhead expenses necessary to undertake the above services for the City and to assume all cost, including transportation, insurance, licensing, benefits, etc.

B. **Additional Services**. At the hourly rates below, the Consultant shall provide additional professional services to the City, at the City's request, which are beyond the Scope of Services described in Section 1. above, including:

1. Attendance at City internal and public meeting, and appearing at court or at depositions.
2. Written evaluation of structures for safety and health issues other than code compliance.
3. Permit Technician for assisting the public with permit applications, entering permit data, issuing permits, etc.
4. Support staff services in assisting the public and directing inquires appropriately.

5. Generating special reports for the City, beyond the regular maintenance of written and electronic files pertaining to all services,
6. Other services at the request of the City.

The Consultant shall provide additional services on an hourly basis as follows:

Professional Classification	**Rate Per Hour**
President	$150.00
Executive or Senior Vice President	$135.00
Vice President	$130.00
Director	$120.00
Senior Principal or Manager	$110.00
Principal	$ 97.00
Senior	$ 78.00
Building Trade Inspector	$ 75.00
Associate	$ 68.00
Assistant (Permit Technician)	$ 55.00
Aide (Support Staff)	$ 44.00
Administrative Assistant	$ 42.00

Note: These hourly rates are valid through June 30, 2015, after which the Consultant may increase the hourly rates per classification by a percentage equal to the increase in the Consumer Price Index.

C. **Payment**. Payment for hourly rate services shall be monthly. Payment for project based services shall be in accordance with a mutually agreed upon percentage based schedule. Consultant shall submit a monthly invoice for hourly services and milestone invoices for project services, and the City shall within thirty (30) days satisfy itself as to the performance of such work and pay the amount for services and reimbursement requested by the invoice.

SECTION 6. TERM

This contract shall continue in effect for five (5) years from the date hereof. However, each party may terminate the Agreement earlier, with sixty days (60) written notice of termination. After the initial five (5) year term, this contract may be extended for additional one (1) year terms by the written agreement of the parties.

SECTION 7. CITY DATA AND SERVICES TO BE PROVIDED TO CONSULTANT

If requested by the Consultant and if available, the City shall furnish the following in digital format, or paper format if no digital version is available, without charge to the consultant:

A. Copies of applicable revenue reports of Building Department activity showing permit revenue amounts for each permit issued, within five (5) calendar days after the 1st day of each month.
B. One set of the most recent aerial photos (with property lines) of the City.

C. Hard copies of City Ordinances for each inspector or make available online.
D. Access to updated assessment and ownership date, tax maps, and other basic data to be gathered and/or made available from City and County files, as may become available.
E. Access to information on utilities, both public and private, applicable records, minutes, agendas, base maps, tax maps, environmental data and other basic date to be gathered and/or made available from City files.
F. Any professional, legal or accounting services connected with the project and the cost of publication, postings, notices and mailings. The City shall be responsible for all scheduling and notification of meetings.
G. Designation of a project manager for Consultant services.
H. Should the City reduce inspection fees during the term of this agreement, the Consultant percentage of compensation shall increase proportionately to avoid any reduction in annual compensation.

SECTION 8. SERVICES

The City hereby engages the services of the Consultant to perform the duties, provide the information, prepare such materials and render such advice as are fully described herein.

SECTION 9. TIME

The Consultant shall complete work required and described in the Agreement according to a mutually agreed upon schedule.

SECTION 10. ACCEPTANCE

Consultant hereby agrees to perform the services described herein.

SECTION 11. EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Contract or against any applicant for such employment because of race, color, religion, sex or nation of origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

SECTION 12. OWNERSHIP OF DATA

All reports, charts, maps, and graphics shall become the property of the City, and shall not be furnished to any other party without written permission of the City.

SECTION 13. COMPLIANCE WITH ALL LAWS

In performance of this agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker's Compensation, and to obtain any and all permits applicable to the performance of this agreement.

SECTION 14. NO CONFLICT OF INTEREST

During the term of this contract, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the City, or for which a conflict between the City and Consultant would be created, without the prior written consent of the City.

If, after the effective date of this contract, any official of the City or spouse, child, parent or in-law, of such official or employee shall become directly or indirectly interested in this contract Lease, or the affairs of the Consultant, the City shall have the right to terminate this contract without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Employment shall be a disqualifying interest.

SECTION 15. CONTROVERSY/ARBITRATION

If Consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

SECTION 16: FAIR PROCUREMENT OPPORTUNITY

Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the City and consultant have executed this Agreement the day and year fir above written.

McKENNA ASSOCIATES, INCORPORATED

By: Phillip C. McKenna, PCP, AICP

Its: President

THE CITY OF BIRMINGHAM

By: _____
Stuart Lee Sherman, Mayor

By: _____
Laura Pierce, City Clerk

APPROVAL:

By: _____
Joseph A. Valentine, City Manager
as to substance

By: _____
B. Sharon Nettie-Ostin, Director
of Finance as to financial
obligation

By: _____
Timothy J. Currier,
City Attorney as to form

By: _____
Bruce R. Johnson, Building Official
As To Substance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2014

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

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

PRODUCER
McNish Group, Inc.
26622 Woodward Ave. Ste. 200
Royal Oak MI 48067

CONTACT NAME: Kerri Marsalese
PHONE (A/C, No, Ext): 248-544-4800 FAX (A/C, No):
E-MAIL ADDRESS: kmarsalese@mcnish.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford	
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McKenna Associates, Inc.
235 E Main St, Ste.105
Northville MI 48167-2499

MCKEN-3

COVERAGES CERTIFICATE NUMBER: 962789504 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	
B	X COMMERCIAL GENERAL LIABILITY			35SBARU2022	1/1/2015	1/1/2016	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
	X Contractual						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			35SBARU2022	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			35SBARU2022	1/1/2015	1/1/2016	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $ 10,000.							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			35WECPN2013	1/1/2015	1/1/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

General Liability and Automobile Liability includes following Additional Insureds as required by written contract: City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members. Insurance is primary and any other insurance maintained by the additional insured's shall be considered to be excess and non-contributing with this insurance required from contractor under this section.

CERTIFICATE HOLDER

City of Birmingham
PO Box 3001
151 Martin St
Birmingham MI 48012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/2014

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

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

PRODUCER
Eric A. Moore
Moore Insurance Services, Inc.
67 N. Howell
P.O. Box 207
Hillsdale, MI 49242-

CONTACT NAME: Cyndi Armstrong
PHONE (A/C. No. Ext): (517) 439-9345
FAX (A/C. No): (517) 439-5536
E-MAIL ADDRESS: info@mooreinsuranceservices.com
PRODUCER CUSTOMER ID #:

INSURED
McKenna Associates, Inc.
235 East Main Street
Suite 105
Northville MI 48167-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RLI Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY				/ /	/ /	EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR				/ /	/ /	MED EXP (Any one person)	$
					/ /	/ /	PERSONAL & ADV INJURY	$
					/ /	/ /	GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	PRODUCTS - COMP/OP AGG	$
	POLICY PROJECT LOC				/ /	/ /		$
	AUTOMOBILE LIABILITY				/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO				/ /	/ /	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS				/ /	/ /		$
	NON-OWNED AUTOS				/ /	/ /		$
	UMBRELLA LIAB OCCUR				/ /	/ /	EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE				/ /	/ /	AGGREGATE	$
	DEDUCTIBLE				/ /	/ /		$
	RETENTION $				/ /	/ /		$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				/ /	/ /	WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A			/ /	/ /	E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			RDP0014157	03/01/2014	03/01/2015	Per Claim	1,000,000
					/ /	/ /	Aggregate	2,000,000

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

CERTIFICATE HOLDER

( ) - ( ) -

For Informational Purposes Only

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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

Eric A Moore

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