

ADDENDUM No. 1

RFP No. 18-17

Third Party Administrator Services for Risk Management

Due Date: April 23, 2018 by 2:00 p.m. (local time)

The following changes, additions, and/or deletions shall be made to the Request for Proposal for Third Party Administrator Services for Risk Management, RFP No. 18-17, on which proposals will be received on/or before the date and time listed above.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes twenty-four (24) pages.**

The Offeror is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

The following forms provided within the RFP Document must be included in submitted proposal:

- **Attachment B – Declaration of Compliance Non-Discrimination Ordinance**
- **Attachment C - Living Wage Declaration of Compliance**
- **Attachment D - Vendor Conflict of Interest Disclosure Form**

Proposals that fail to provide these completed forms listed above upon proposal opening will be rejected as non-responsive and will not be considered for award.

I. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Offerors are directed to take note in their review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Whether companies from Outside USA can apply for this? (like, from India or Canada)

Answer 1: *There are no explicit prohibitions from companies outside the United States. However, I would review Section II-Scope of Services of the posted RFP to determine whether it's feasible to complete the work without a domestic, local presence.*

Question 2: Whether we need to come over there for meetings?

Answer 2: *The successful bidder shall attend up to 6 meetings onsite per year. Please see Section II-Scope of Services of the posted RFP for additional details.*

Question 3: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

Answer 3: *There are no explicit prohibitions from companies outside the United States. However, I would review Section II-Scope of Services of the posted RFP to determine whether it's feasible to complete the work without a domestic, local presence.*

- Question 4: Can we submit the proposals via email?
Answer 4: *Please see Section F. on page 4 of the posted RFP for details on how to submit a proposal.*
- Question 5: Can you please provide at least 3 full years of loss runs for each line of business which displays losses by each coverage line (BI/PD, Property)?
Answer 5: *3 years of Loss Run information is provided in this addendum for your review and analysis.*
- Question 6: Can you please provide an estimate of the proposed annual claim frequencies by line of coverage and type of claim? e.g. General Liability, Bodily Injury vs Property Damage. Or Professional Liability. Or Auto Liability, Bodily Injury vs Property Damage vs Physical Damage. Etc.
Answer 6: *3 years of Loss Run information is provided in this addendum for your review and analysis.*
- Question 7: Can you provide currently valued loss runs for the lines of business in question?
Answer 7: *Loss Run provided is current through end of March, 2018. Reports are currently prepared monthly.*
- Question 8: What is the current structure of the claim administration team? e.g. Number of adjusters by line of business.
Answer 8: *Current TPA provide one administrator for all lines of business.*
- Question 9: Does the City currently utilize a risk management information system (RMIS) or will you be relying on the TPA system? How many User ID's for real-time access to the TPA RMIS system? What data analysis and report writing capabilities does the City require from the TPA RMIS system?
Answer 9: *The City currently uses ClaimZone.
There are currently 4-5 users with access to ClaimZone although only 1 City Staff member uses it regularly. The other 3-4 users are in a backup role.
The main purpose of the system is to track and monitor current claims. Work flow and reporting around this tracking would be required.*
- Question 10: Does the City utilize a fleet service vendor for auto? If so, who?
Answer 10: *Fleet is handled internally.*
- Question 11: Does the City currently utilize a vendor for on-site investigations? If so, who?
Answer 11: *TPA must be able to conduct on-site investigations when the nature of a claim requires it. Most investigations are completed via phone and email communications with City staff who worked on a particular incident.*
- Question 12: Who are the excess providers and what are the SIR amounts for each coverage?
Answer 12: *Property - AIG-\$50,000 retention
Public Entity - AWAC-\$500,000 retention
Pollution Liability - ACE-\$50,000 retention
Crime - AIG-\$50,000 retention
Fiduciary - Chubb-\$10,000 retention
Cyber Liability - AIG-\$50,000 deductible
Garage Property - Great American-\$5,000 retention*
- Question 13: Whose the current TPA provider?
Answer 13: *Hylant Administrative Services*

Question 14: Please provide the current TPA service contract.

Answer 14: *See attached hereto.*

Question 15: Regarding attendance of up to 6 insurance board meetings, is telephonic attendance acceptable for adjuster and account manager? Assume these occur in Ann Arbor?

Answer 15: *In person attendance at meetings is preferred. The Insurance Board meetings do take place at Ann Arbor City Hall, 301 East Huron, Ann Arbor, MI 48104.*

Question 16: Regarding lines of business to be serviced - does auto include medical payments coverage or primarily liability auto physical damage and subrogation efforts?

Answer 16: *With regard to auto, the agreement includes auto liability, bodily injury, and property damage. The work done primarily is auto physical damage and subrogation efforts.*

Question 17: Does GL include medical payments claim servicing or just BI & PD lines?

Answer 17: *The work done primarily is GL related to property damage and bodily injury. TPA's involvement in Public Officials' E&O, Employment Practices, Police Liability, and Civil Rights is limited to recording claims for loss run, and paying claims expenses. These claims are handled primarily by City Legal Staff.*

Question 18: How often does the City require scene investigations for claims?

Answer 18: *Very rarely. Most investigations are completed by phone interview and email communications with City Staff who responded to a particular incident.*

Question 19: Is it acceptable that we utilize a vendor partner to conduct required scene investigations?

Answer 19: *As long as it's disclosed in the proposal and the vendor partner agrees to all contract terms included with the RFP and the submitted proposals, a partner vendor would be permissible.*

Question 20: Does the city require the quarterly file reviews be done in person? Is conducting file reviews telephonically acceptable or would the City consider 2 in person and 2 telephonic for our account manager and adjuster?

Answer 20: *In person attendance is preferred. The City would consider having some file reviews done telephonically or electronically.*

Offerors are responsible for any conclusions that they may draw from the information contained in the Addendum.

Loss Run

General Liability	General Liability - PD	laundry damaged after city did not hook clmt's line up to new water line	8/5/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sign fell over onto claimant's parked vehicle	8/7/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	water access sticking up above road surface - damaged tire and rim	8/9/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	construction/traffic sign tipped over onto CV	8/10/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	water backup into basement during heavy rainfall	8/10/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Officials Liability	Wrongful Acts	Suit requests restraining order against culling the deer population	8/18/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	8/22/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup	8/30/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	water backup into basement trip and fall - tripped on raised grate when walking in front of	9/2/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - BI	Barracuda Business	9/18/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	IV hit parked & unoccupied CV	9/29/15	\$0.00	\$0.00	\$0.00	\$0.00	\$2,027.53	\$2,027.53	\$0.00	\$0.00	\$0.00	\$2,027.53
Auto Liability	Auto Liability - PD	IV struck parked CV	10/12/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	City garbage truck hit parked car w/arm of truck	10/12/15	\$0.00	\$0.00	\$0.00	\$0.00	\$1,167.04	\$1,167.04	\$0.00	\$0.00	\$0.00	\$1,167.04
Auto Liability	Auto Liability - PD	City vehicle drove into tree limb and the limb struck CV dmg to rear bumper and tail light from officer vehicle pushing stalled	10/22/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	CV	11/1/15	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
General Liability	General Liability - PD	dangerous tree limb cut down from city tree	11/13/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup	11/22/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	city vehicle salting road and slid down hill and struck parked CV	11/22/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	city vehicle salting road and slid down hill and struck parked CV	11/22/15	\$0.00	\$0.00	\$0.00	\$0.00	\$2,905.16	\$2,905.16	\$0.00	\$0.00	\$0.00	\$2,905.16
General Liability	General Liability - PD	tire damage from hitting a cut out area around a manhole	11/27/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	city garbage truck struck parked car	11/30/15	\$0.00	\$0.00	\$0.00	\$0.00	\$1,382.40	\$1,382.40	\$0.00	\$0.00	\$0.00	\$1,382.40
Auto Liability	Auto Liability - PD	city waste and recycling truck allegedly hit claimant's parked car	12/9/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - BI	trip and fall over raised asphalt	12/12/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	city vehicle backed into parked CV	12/14/15	\$0.00	\$0.00	\$0.00	\$0.00	\$1,558.37	\$1,558.37	\$0.00	\$0.00	\$0.00	\$1,558.37
General Liability	General Liability - PD	sewer backup resulting from sewer line break	12/14/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	12/15/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	water from burst city pipe entered building	12/20/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup	12/25/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup	12/28/15	\$0.00	\$0.00	\$0.00	\$0.00	\$735.00	\$735.00	\$0.00	\$0.00	\$0.00	\$735.00
General Liability	General Liability - PD	sewer backup	12/28/15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	IV (firetruck) changing lanes and struck CV	1/6/16	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
General Liability	General Liability - PD	tire damage from striking pothole next to sewage lid	1/21/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup	1/27/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	2/10/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	2/15/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	IV slid and struck CV	2/24/16	\$0.00	\$0.00	\$0.00	\$0.00	\$229.61	\$229.61	\$0.00	\$0.00	\$0.00	\$229.61
General Liability	General Liability - PD	tire blown and rim bent by "square" pothole on Stadium Blvd.	2/27/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	pothole damage	2/28/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - BI	plntf injured while working at Materials Recovery Facility snow plow backed up out of driveway and into path of oncoming	2/28/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	vehicle	3/2/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	CV backed up into pole that was leaning over in parking lot city crew grinding stump when hit in-ground sprinkler head and	3/4/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	feeder pipes debris got into supply line to toilet when water dept. replaced water	3/14/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	line smoke dmg to track supplies stored in Burns Park Warming Hut -	4/19/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	rented by track team	5/1/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	tree limb fell onto parked car	5/3/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	tree limb fell on car	5/4/16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - BI	clmt fell from bicycle when wheel of bicycle encountered road defect	5/6/16	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00
General Liability	General Liability - PD	sewer backup	5/8/16	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00

Loss Run

General Liability	General Liability - PD	sewer backup into basement	2/8/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - BI	settlement demand to city - pedestrian clmt struck by bus at crosswalk	2/8/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	empty garbage bin did damage to hood of car while car was parked in lot	2/9/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	city truck hit carport	2/13/17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,476.00	\$1,476.00	\$0.00	\$0.00	\$1,476.00
Public Officials Liability	Wrongful Acts	Suit - failure to comply with Freedom of Information Act (FOIA)	2/21/17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.00	\$1,750.00	\$0.00	\$0.00	\$1,750.00
General Liability	General Liability - PD	water damage	2/28/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	3/1/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	3/1/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	3/3/17	\$0.00	\$0.00	\$0.00	\$0.00	\$310.00	\$310.00	\$0.00	\$0.00	\$310.00
General Liability	General Liability - PD	tree fell onto parked car	3/8/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	3/25/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	city truck threw up rock that shattered clmt's windshield	3/28/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	City garbage truck backed into apt bldg	3/28/17	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00
General Liability	General Liability - PD	sewer backup into basement	4/20/17	\$0.00	\$0.00	\$0.00	\$0.00	\$242.00	\$242.00	\$0.00	\$0.00	\$242.00
Auto Liability	Auto Liability - PD	IV rear ended CV	5/1/17	\$0.00	\$0.00	\$0.00	\$0.00	\$550.00	\$550.00	\$0.00	\$0.00	\$550.00
General Liability	General Liability - PD	rocks and debris thrown at truck while driving past city crew doing work on side of road	5/10/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	city dug easement and dug up main roots of 65 yr old maple tree	5/15/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	tree limb fell onto parked car	5/17/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	IV collided with CV	5/18/17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
General Liability	General Liability - PD	sewer backup into basement	5/30/17	\$0.00	\$0.00	\$0.00	\$0.00	\$215.00	\$215.00	\$0.00	\$0.00	\$215.00
General Liability	General Liability - PD	sewer backup	6/2/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	IV (garbage truck) struck CV	6/13/17	\$0.00	\$0.00	\$0.00	\$0.00	\$2,424.11	\$2,424.11	\$0.00	\$0.00	\$2,424.11
Auto Liability	Auto Liability - PD	IV struck parked car	6/15/17	\$0.00	\$0.00	\$0.00	\$0.00	\$2,204.87	\$2,204.87	\$0.00	\$0.00	\$2,204.87
General Liability	General Liability - PD	tire damage	6/22/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup	6/22/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	IV backed into parked CV	7/12/17	\$0.00	\$0.00	\$0.00	\$0.00	\$939.33	\$939.33	\$0.00	\$0.00	\$939.33
General Liability	General Liability - PD	city street sweeper damaged parked CV	7/28/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - BI	CV rear ended in construction zone - atty ltr rec'd by city	8/1/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	debris in water line	8/21/17	\$0.00	\$0.00	\$0.00	\$422.99	\$0.00	\$422.99	\$422.99	\$0.00	\$422.99
General Liability	General Liability - PD	canoe fell off of van and struck CV	8/24/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	canoe fell off of van and struck CV - unsecured load	8/24/17	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$250.00	\$0.00	\$0.00	\$250.00
General Liability	General Liability - PD	sediment in water lines from city shutting down water for repair	8/30/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup	9/29/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	IV struck CV	10/2/17	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Auto Liability	Auto Liability - PD	claw of city garbage truck struck parked CV	10/26/17	\$0.00	\$0.00	\$0.00	\$0.00	\$2,537.53	\$2,537.53	\$0.00	\$0.00	\$2,537.53
Auto Liability	Auto Liability - PD	recycling truck pushed dumpster too far - damaged A/C unit	11/16/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	front bumper torn off by street sweeper	11/27/17	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00
Auto Liability	Auto Liability - PD	plow truck damage to irrigation lin/sprinkler heads	12/13/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	water in basement	1/12/18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - BI	psgr on AAATA bus injured at time of crash w/OV	1/13/18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup	1/30/18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer back up into basement	2/4/18	\$0.00	\$0.00	\$0.00	\$5,366.00	\$0.00	\$5,366.00	\$5,366.00	\$0.00	\$5,366.00
Auto Liability	Auto Liability - PD	plow truck slid and struck parked CV	2/5/18	\$0.00	\$0.00	\$0.00	\$0.00	\$2,545.38	\$2,545.38	\$0.00	\$0.00	\$2,545.38
Auto Physical Damage	Collision	Subro claim - OV struck city vehicle	2/14/18	\$0.00	\$0.00	\$0.00	-\$29,814.00	\$29,814.00	\$0.00	-\$29,814.00	\$0.00	\$0.00
General Liability	General Liability - PD	sewer backup into basement	2/18/18	\$0.00	\$0.00	\$0.00	\$0.00	\$3,333.18	\$3,333.18	\$0.00	\$0.00	\$3,333.18
Auto Liability	Auto Liability - PD	city garbage truck struck CV	2/19/18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Liability	General Liability - PD	pothole claim	2/22/18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Officials Liability	Wrongful Acts	Suit filed claiming trespass, breach of contract, failure to comply with easement	2/26/18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Auto Liability	Auto Liability - PD	IV struck CV mirror	3/19/18	\$0.00	\$0.00	\$0.00	\$894.60	\$0.00	\$894.60	\$894.60	\$0.00	\$894.60

**AGREEMENT BETWEEN
HYLANT ADMINISTRATIVE SERVICES LLC AND THE CITY OF ANN ARBOR
FOR INSURANCE BROKERAGE AND RISK MANAGEMENT
CONSULTING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("City"), and Hylant Administrative Services LLC, an Ohio limited liability company, with its address at 811 Madison Avenue, 11th Floor, Toledo, Ohio 43624 ("Consultant") agree as follows on this 9th day of July, 2013.

The Consultant agrees to provide professional services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Financial and Administrative Services/Treasury Unit

Contract Administrator means City Treasurer acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

Project means RFP 846, Property, Casualty and Automotive Third Party Insurance Claims Administration Services

II. DURATION

This Agreement shall become effective on April 16, 2013, and shall remain in effect until April 15, 2016, unless terminated as provided for in this Agreement.

The parties agree that this Agreement may be renewed, at the sole option of the City, for one additional two-year period, terminating no later than April 15, 2018, under the same terms and conditions as the original agreement between the parties and for the amount specified in Article IV, Compensation. Should the City elect to exercise its option to renew this Agreement, the City Administrator, acting personally or through the Contract Administrator, will provide notice of its intent to renew no less than ninety (90) days prior to the termination date of the original term of the Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional insurance brokerage and risk management consulting services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the

contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed Fifty-two Thousand and no/100 dollars (\$52,000.00). Should the Agreement be renewed by the City as provided for in Article II above, total compensation payable for all Services performed during the renewal term shall not exceed Fifty-two Thousand and no/100 dollars (\$52,000.00)
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

- D. Demonstration through time keeping records that the Consultant has increased the time spent on City work under this Agreement by 10% in any year of the Agreement's duration will result in an increase in total compensation paid for services under this Agreement.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or in breach of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Consultant further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) and specified in Exhibit D; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Consultant warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement with any competitor for these Services, for the purpose of restricting competition as to any matter relating to such fees; and no attempt has been made or shall be made by the Consultant to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to

terminate this Agreement without further notice.

- B. The City may terminate this Agreement, on at least sixty (60) days advance notice, for any reason, including convenience, without incurring any penalty or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last annual period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within sixty (60) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- C. The following provision(s) shall survive the termination of this Agreement:
Article V.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

XI. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Joe Seay, President
Hylant Administrative Services
811 Madison Ave.
Toledo, OH 43604

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
301 E. Huron

Ann Arbor, Michigan 48107
Attn: City Treasurer

XIII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.


XVI. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.


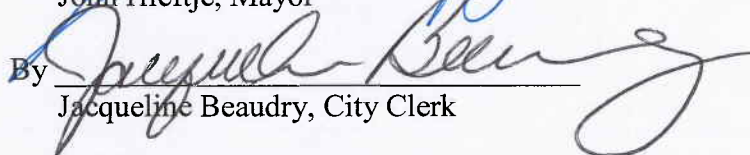
XVII. EXTENT OF AGREEMENT

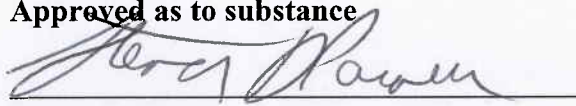
This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

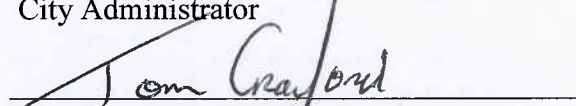
FOR HYLANT ADMINISTRATIVE SERVICES (CONSULTANT)

By 
W.H. PETRO
Its VP - CLAIMS

FOR THE CITY OF ANN ARBOR

By 
John Hieftje, Mayor
By 
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers
City Administrator


Tom Crawford, CFO/Financial and
Administrative Services Area Administrator

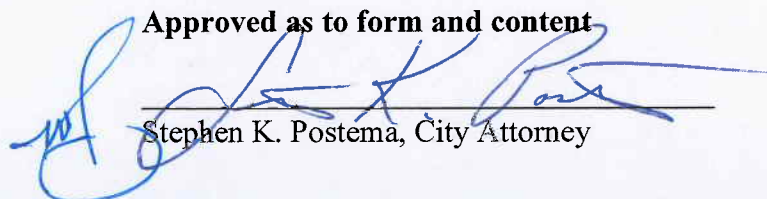
Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Consultant agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Human Rights Division Compliance Forms
Living Wage Declaration of Compliance Forms
RFP 846, Property, Casualty and Automotive Third Party Insurance Claims Administrative Services
Proposal of Consultant, dated February 15, 2013

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Contract and Exhibits; (2) Proposal; (3) RFP 846.

Consultant's claim management shall be inclusive of the dates in Article II above and reported to Consultant within twelve (12) months after the end of the respective term of the Agreement.

Upon expiration of the term of the Agreement, the City shall be entitled to elect one of the following options:

- Require Consultant to return all open files at which time Consultant shall be entitled to payment for all services rendered up to that time, or
- Require Consultant to handle and adjust to a conclusion all open claims on a Time and Expense basis at its then prevailing hourly rate and expense method of billing, or
- Require Consultant to handle and adjust all open claims on a pre-agreed fee per open claimant for a period mutually agreed upon.

Additional Services

The following additional services proposed by the Consultant in its Proposal, dated February 15, 2013, are accepted by the City and incorporated as part of Services under this Agreement:

- ISO/INDEX injury reporting and search of national injury clearinghouse
- OFAC injury reporting and search of federal database (Office of Foreign Asset Control)
- 1099 reporting to vendors and the IRS
- Development, with the Contract Administrator in consultation with the City Attorney, of a Best Claims Practices guide to be followed by Hylant adjusters
- 24/7 claims reporting hot line
- On-line view-only claim system access
- Export of data to the City via e-mail in Excel format

EXHIBIT B

COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below states nature and amount of compensation the Contractor may charge the City:

Fee Schedule

Total annual fee to be paid the Consultant for Services under this agreement shall not exceed \$52,000 for the term of the agreement. Should the agreement be renewed by the City, the annual fees paid to the Consultant for Services during the renewal term shall not exceed \$ 52,000.

Claim Services Fee Pricing Schedule for Life of Claim

The following Pricing Schedule shall apply to the individual claim administration fees:

Per Claim Fee for Life of Claim:

General Liability, Public Officials' E&O, Personal Injury, Employment Practices, Police Liability, Civil Rights, Auto Liability Bodily Injury and Property Damage.	\$575
Property Losses < \$25,000	\$300
Property Losses > \$25,000	T&E at \$130/hr
Assistance with Litigated Claims	T&E at \$130/hr
Allocated and other expenses incurred at the request of the City	As Incurred

Miscellaneous:

No Investigation: Record and Process Payment Only, Set-up and Track and/or Send Out Denial Only	\$50
Access to claim system - view only	N/C
Monthly Management Reports (paper, Excel, or PDF)	N/C
24/7 Claim Reporting Hot Line	N/C
Reporting Claims to Excess Carrier according to Carrier Guidelines	N/C
Injury reporting and search of national clearinghouse (ISO/INDEX)	N/C
Injury reporting and search of Federal database (OFAC) (Office of Foreign Asset Control)	N/C
1099 Reporting to Vendor and IRS	N/C

Subrogation & Salvage Collection:

Percent of gross recovery	10%
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Per Year Fee For Life of Claim:

General Liability, Public Officials' E&O, Personal Injury, Employment Practices, Police Liability, Civil Rights, AL Bodily Injury, AL Property Damage and First Party Property Claims < \$50,000.	\$55,000
Property Losses > \$50,000	T&E at \$130/hr
Allocated or other expenses incurred at the request of the City	As Incurred*
Miscellaneous as listed above:	N/C
Subrogation and Salvage Collection:	N/C

Note:

**“Allocated expenses”* for the purposes of this Agreement are defined as legal fees, court costs, independent medical examination fees, court reporter and transcript fees, witness’ fees and witness’ travel expenses, expert fees, expenses for professional photos or photocopy services, expense to obtain copies of non-City public records, Consultant specialty services and such other expenses or services as are necessary to properly handle matters assigned to Consultant and which it is not possible nor feasible for Consultant to provide with its own employees.

Expenditures for allocated expenses must have prior written approval of the Contract Administrator to be billable under the terms of this Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

1. Professional Liability Insurance OR Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Workers' Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employer's Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements to the policy with respect to the Services provided under this Agreement. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. . Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2013

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 Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604	CONTACT NAME: PHONE (A/C, No, Ext): 419-255-1020 E-MAIL ADDRESS:		FAX (A/C, No): 419-255-7557
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HYLANT-1 Hylant Group, Inc. 811 Madison Avenue Toledo OH 43604	INSURER A: Federal Insurance Company		20281
	INSURER B: Ohio Casualty Insurance Co		24074
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 543964416 **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	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ohio Stop-Gap \$1,000,000 Limit GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35792212	12/31/2012	12/31/2013	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	Included
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73514018	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			UJO1353027258	12/31/2012	12/31/2013	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71704116	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Ann Arbor is included as an Additional Insured as per written contract. Coverage includes primary & non-contributory wording and Waiver of Subrogation.

CERTIFICATE HOLDER City of Ann Arbor 301 East Huron Ann Arbor MI 48104	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2013

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 Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604	CONTACT NAME: PHONE (A/C No. Ext): 419-255-1020	FAX (A/C No.): 419-255-7557
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HYLAN-1 Hylant Group, Inc. 811 Madison Ave Toledo OH 43604	INSURER A : XL Specialty Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 677002496** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Errors & Omissions Professional Liability			ELU12959213	5/1/2013	5/1/2014	Each Act Total	3,000,000 3,000,000

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

\$500,000 Self Insured Retention - Per Claim

CERTIFICATE HOLDER

City of Ann Arbor
301 East Huron
Ann Arbor MI 48104

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
Ann A. Oehler

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Liability Insurance

Endorsement

Policy Period DECEMBER 31, 2012 TO DECEMBER 31, 2013
Effective Date DECEMBER 31, 2012
Policy Number 3579-22-12 CLE
Insured HYLANT GROUP, INC.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued JANUARY 7, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

