

# **MICHIGAN VETERANS' MEMORIAL PARK (MVMP)**

## **MONUMENT APPLICATION PROCESS CHECKLIST, APPENDICIES AND EXHIBITS**

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# APPENDIX A

## CHECKLIST FOR STANDARDIZED MEMORIAL MONUMENT DONATION

### INFORMATION Phase

1. Inquiry to donate (received record of initial contact or letter from a group wishing to donate a memorial monument to the Michigan Veterans' Memorial Park (MVMP))
2. Michigan Veterans' Memorial Park Commission (MVMP) will provide Donor Organization with the MVMP Monument Application Process – Guidelines and Requirements for Review and Acceptance packet. The packet includes the following:
  - a. Checklist for Standardized Memorial Monument Donations (Appendix A)
  - b. Guidelines and Requirements for donation of monuments
  - c. Terms and Conditions of Acceptance by MVMP for Gift or Donation
  - d. Location for Standardized Memorial Monuments at the MVMP (Appendix C)
  - e. Bonds and Insurance Requirements (Appendix D)
  - f. Hosting Ceremonies or Special Events at the MVMP (Appendix I)

### PROPOSAL Phase

1. Donor Organization submits a written proposal (two complete copies) requesting permission to donate standardized memorial monument. Proposal contains the following:
  - a. Identification of Donor Organization (includes address of Donor Organization, documents or articles of incorporation and proof of tax-exempt status from the IRS, copy of the constitution and by-laws of the Donor Organization, membership, history of Donor Organization and designation of organization's principal point of contact)
  - b. Technical drawings of proposed monument design showing:
    - 1. All four elevations, plan, and foundation plan, with exact dimensions. The pad shall be set flush with the ground and shall extend a minimum of 8' – 0" on each side of the monument, except for the side with approaching sidewalk; this side shall extend a minimum of 10' – 0" from the monument. The monument, itself, shall not extend beyond the base dimensions.
    - 2. Exact inscription and details of all text and graphics.
    - 3. Materials specified in the fabrication.
    - 4. Location, as determined by the MVMP.
    - 5. Conceptual landscape plan for proposed location (landscape will be consistent with MVMP requirements – requirements will be provided with application packet).
  - c. Narrative of commemorative intent (includes background and historical information on what group or event is being commemorated or memorialized, statement of relevance or relationship of commemoration or subject to Donor Organization, explanation of reason(s) for placement in the MVMP.

- d. Memorial supplier's name and phone number
  - e. Contractor's Certification of Liability Insurance
  - f. Copy of Terms and Conditions of Acceptance by MVMP for Gift or Donation signed by the Donor Organization
  - g. Estimate of Cost (including design, fabrication, and installation)
  - h. Proposed schedule for fabrication, delivery, and installation
  - i. Proposed schedule for dedication ceremony (if requested)
2. MVMPC
- a. Acknowledges the conceptual proposal in writing (Appendix E) and explains the Memorial Monument process and time frames to expect either approval or disapproval
  - b. Reviews proposal for compliance with Monument Guidelines and Requirements
  - c. Confers with Donor Organization on the site recommendation
  - d. Forwards proposal to DTMB Design & Construction office and DTMB Building Operations with MVMPC findings and recommendations
3. DTMB-Design & Construction
- a. Reviews proposal and MVMPC findings
  - b. Makes recommendation for acceptance or non-acceptance of proposal
  - c. Submits to DTMB Building Operations
4. DTMB-Operations
- a. Reviews proposal, MVMPC and DTMB Design & Construction's findings
  - b. Makes recommendation for acceptance or non-acceptance of proposal
  - c. Submits to MVMPC
5. MVMPC reviews proposal for compliance with specified criteria:
- a. If proposal meets specified criteria, MVMPC recommends location and forwards review comments to Donor Organization to finalize proposal.
- OR
- b. If proposal does not meet specified criteria, MVMPC informs Donor Organization in writing of disapproval of donation (Appendix F).
6. Donor Organization revises proposal if necessary and resubmits. MVMPC informally confers with Donor Organization, informs Donor Organization of approved location and returns proposal for changes until proposal is complete
7. MVMPC prepares MOU (Appendix J) to approve donation
8. Donor Organization signs MOU
9. MVMPC signs MOU

### **INSTALLATION Phase**

- 1. Donor Organization procures monument and, in coordination with the MVMPC, DTMB Building Operations & DTMB Design & Construction, sets time of delivery and installation of the memorial monument.
- 2. MVMPC, DTMB Building Operations and DTMB Design & Construction staff inspects monument condition on delivery and its conformance to the design documents. Confirming monument accepted for installation.
- 3. Donor Organization's contractor executes installation as stipulated, with MVMPC, DTMB Building Operations and DTMB Design & Construction oversight.
- 4. MVMPC, DTMB Building Operations & DTMB Design & Construction conduct final inspection of installed monument.
- 5. Actions, if needed, to follow up to correct deficiencies, damage, or other adjustments.

### **REPORTING Phase**

- 1. MVMPC reports installation of monument.

### **CONSTRUCTION / INSTALLATION Phase**

- 1. DTMB Design & Construction recommends monitoring by DTMB Building Operations
- 2. DTMB Building Operations determines option for construction monitoring
- 3. Donor Organization constructs Memorial Monument work as approved
- 4. Designated construction monitor monitors construction progress
- 5. Final Inspection is conducted by designated construction monitor
- 6. Punch list items are corrected
- 7. Memorial Monument is re-inspected

### **POST CONSTRUCTION Phase**

- 1. MVMCP accepts completed donation, issues Custody Receipt. (Appendix H)
- 2. Optional Dedication ceremony (Appendix I)
- 3. MVMPC reports installation of monument to DTMB Director

**APPENDIX B**

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET (DTMB)**

**Michigan Veterans' Memorial Park Commission (MVMPC)**

**TERMS AND CONDITIONS OF ACCEPTANCE BY MVMP FOR A GIFT OR DONATION OF STANDARDIZED MEMORIAL MONUMENT**

As an officer or recognized representative of <Name of Donor Organization>, I hereby certify and acknowledge on behalf of the organization the following conditions relating to the donation of \_\_\_\_\_, to the Michigan Veterans' Memorial Park.

1. The acceptance of the gift or donated item by the MVMPC is subject to the Guidelines and Requirements for Review and Acceptance.
2. Title to the donated item passes to, and is vested in, the State of Michigan, and the Donor relinquishes all control over the future use or disposition of the gift or donation.
3. The Donor is responsible for all costs related to design and acquisition, transporting, installing, and finishing the installation of the donation.
4. The Donor is responsible for all costs for repairs related to damage to the Michigan Veterans' Memorial Park features and infrastructure caused by the installation of the donated item including, but not limited to: turf and landscaping; walks; curb and gutter; street paving; and utility and service lines.
5. The design plans and exact location for placement of the donation must be approved by the MVMPC and the DTMB.
6. All actions associated with installation and dedication of donated items will be approved in advance by the MVMPC & DTMB.
7. The DTMB will provide reasonable care and maintenance of the donated item and accountability of the gift.

We agree to the above conditions:

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Applicant Signature	Printed Name	Title	Date
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MVMP Commissioner Signature	Printed Name		Date
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MVMP Commissioner Signature	Printed Name		Date
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## **APPENDIX C**

### **DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET (DTMB)**

#### **Michigan Veterans' Memorial Park Commission (MVMPC)**

#### **LOCATIONS FOR STANDARDIZED MEMORIAL MONUMENTS**

MVMP Memorial Monuments are placed at the area designated for collective display of memorials donated by various veteran's groups; placement will be determined by the MVMPC. (See Exhibit B for MVMP conceptual design).

## APPENDIX D

### BONDS & INSURANCE REQUIREMENTS FOR STANDARDIZED MEMORIAL MONUMENT

I certify that:

on

---

Company Name

Date

- a. Our company will abide by DTMB Construction Contract Section on Bonds and Insurance. (Exhibit A)

\_\_\_\_\_ ; and

Insurance Company Name

---

Company Official Signature

Printed Name

Title

Date

---

Street Address

---

City

State

Zip Code

---

Telephone Number



**APPENDIX E**

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET (DTMB)**

**Michigan Veterans' Memorial Park Commission (MVMP)**

**SAMPLE LETTER ACKNOWLEDGING RECEIPT OF A PROPOSAL TO DONATE A  
MEMORIAL MONUMENT**

<Date>

<Name>

<Title>

<Address>

Dear <Name>:

Thank you for your <Donor Organization Name> organization's recent offer to donate a <Memorial Monument> to be placed at location designated by the Commission within the Michigan Veterans' Memorial Park (MVMP).

Please be advised that your offer will be submitted for approval through the MVMP Memorial Monument review process and decision will be rendered within 30 days of review of the conceptual plan by the DTMB – Design and Construction team. You will be contacted in writing after a decision has been made.

Sincerely,

Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
DTMB Representative/MVMP  
Commissioner

Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
MVMP Commissioner

cc: DTMB Design & Construction

DTMB Building Operations

## APPENDIX F

### SAMPLE LETTER DISAPPROVING DONATION OF A MONUMENT

<Date>

<Name>

<Title>

<Address>

Dear <Name>:

Thank you for the <Donor Organization Name> recent request to donate a memorial monument to be placed in the memorial <walkway/path/area> at

\_\_\_\_\_ Michigan Veterans' Memorial Park. I am sorry to inform you that your request is not approved.

The primary purpose of the Michigan Veterans' Memorial Park is to honor military service in the United States Armed Forces by groups or organizations, as distinctive from individuals and civilian service, however notable and patriotic. The memorial that you have proposed honors <an individual, Governor John Doe.>

We regret that we cannot accommodate your request. If you have any questions, please contact me at <phone number>.

Sincerely,

Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
DTMB Representative/MVMP  
Commissioner

Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
MVMP Commissioner

cc: DTMB Design & Construction

DTMB Building Operations

# APPENDIX G

## SAMPLE LETTER APPROVING DONATION OF A MONUMENT

<Date>

<Name>

<Title>

<Address>

Dear <Name>:

Your request, on behalf of the <Donor Organization Name>, to place a monument/memorial in the MVMP is approved. The documents and drawings you submitted are in accordance with the guidelines for such a memorial.

We're privileged that your organization has selected the Michigan Veterans' Memorial Park as the site for a memorial honoring those who served in the <Name of group being honored>.

We look forward to hearing from the <Monument Company Name> when the memorial has been completed to arrange for its placement. If I may be of further assistance I can be reached at \_\_ or by e-mail at \_\_\_\_\_

Sincerely,

Signature

Print name

DTMB Representative/MVMP  
Commissioner

Signature

Print name

MVMP Commissioner

cc: DTMB Design & Construction

DTMB Building Operations/Facilities

**APPENDIX H**

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET (DTMB)**

**Michigan Veterans' Memorial Park Commission (MVMP)**

**CUSTODY RECEIPT**

<Name> MVMP

<Location>, <State>

<Name of Memorial Monument>

This Receipt hereby establishes and transfers custody this <day> day of <Month> <Year> and completion is acknowledged by the DTMB of the Memorial Monument named above and all associated construction detailed and described in the approved plans and specifications as donated by <Name of Donor Organization>.

The work named above is subject to the terms and conditions of the Memorandum of Understanding between State of Michigan – Department of Technology, Management and Budget and the <Name of Donor Organization>.

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Donor Group Designee Signature	Printed Name	Title	Date
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MVMP Commissioner Signature	Printed Name	Date
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Copies: Retain an original of this form at the DTMB for your files  
Send an original to the Donor Organization

Send a copy to the DTMB Design & Construction, DTMB Building Operations  
and Michigan Library & Historical Center–State Archives

## APPENIX I

### HOSTING CEREMONIES OR SPECIAL EVENTS AT MICHIGAN VETERANS' MEMORIAL PARK

**Request Procedures:** A sponsoring organization that seeks to hold a ceremony or special event at the MVMP must submit an Event Application to the DTMB Event Coordinator 14 days in advance of the proposed event. Event application can be found on the MVMP website at [Michigan Veterans' Memorial Park \(https://www.michigan.gov/mvaa/other-benefits-and-resources/panel-state/park-commission\)](https://www.michigan.gov/mvaa/other-benefits-and-resources/panel-state/park-commission) under the "Events" tab. The Event Application must be submitted by an officer or official of the sponsoring organization and must contain the following information:

- a. Identity of organization;
- b. Date/time period requested for the event;
- c. Specific location within the MVMP where the organization would like to hold the event;
- d. Brief summary of the purpose and nature of the event;
- e. Copy of the event's agenda, including a list of proposed activities and names and affiliations of potential speakers;
- f. Description of the estimated audience size and affiliations (if known);
- g. Any potential logistical or support needs;
- h. The name(s) and contact information for the official(s) who will be primarily responsible for organizing the event; and
- i. A statement that the sponsoring organization assumes all liability for actions and events that are directly related to the ceremony or special event and will hold DTMB and MVMP Commission harmless for any damage to property and/or injuries that are directly related to the ceremony. Insurance certificate must be provided to DTMB Event Coordinator.

**Ceremonial Use of Weapons:** If the event will include the carrying or discharge of firearms or cannons with blanks, the sponsoring organization must note this in the Event Application. Please note:

- a. The carrying and/or discharge of firearms or cannons with blanks will be made only in the context of memorializing those who served our country in connection with an officially authorized ceremony; and
- b. The sponsoring organization accepts liability for any harm to persons or property resulting from the carrying and/or discharge of firearms or cannons on cemetery grounds and will hold DTMB and MVMP Commission harmless for any damage to property and/or injuries resulting from such actions.

## APPENIX J

### MEMORANDUM OF UNDERSTANDING BETWEEN (MONUMENT DONOR)

AND

### STATE OF MICHIGAN – DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

#### I. PURPOSE

This Memorandum of Understanding will establish the framework for the donation by <Name of Donor Organization> to the Department of Technology, Management and Budget (DTMB) and its authorized agents (DTMB Office of Design & Construction and DTMB Building Operations) of various enhancements to improve portions of the campus of the Michigan Veterans' Memorial Park.

#### II. BACKGROUND

- A. The Donor has evidenced an intention to raise money, solely under its auspices, which it will offer to DTMB in the form of various enhancements to the MVMP. The initial phase of the implementation of this Memorandum of Understanding will be directed to the enhancements to the MVMP.
- B. DTMB, and its authorized agents, has authority pursuant to Executive Order 2001-10 to accept gifts and donations for the enhancement of the Michigan Veterans' Memorial Park.
- C. DTMB applauds the efforts of Donors to enhance the campus of the Michigan Veterans' Memorial Park and those raising funds on its behalf shall have the right to distribute this Memorandum of Understanding or portions of it, but under no circumstances will any statement be made, either oral or written, that the fundraising efforts of the Donors are supported or endorsed by DTMB. Further, other than referencing this Memorandum of Understanding or any subsequent written approvals of DTMB, DTMB specifically prohibits Donors or those raising funds from using DTMB's name, or the name of any employee or official of DTMB, in any manner which would indicate that DTMB is a sponsor of, or participant in, the fundraising efforts of the Michigan Veterans' Memorial Park.
- D. To facilitate DTMB's review of the terms and conditions of the Offer of Donation, Donors will submit to DTMB a detailed description of the enhancements in the form of concept and working drawings or other submittals which will specifically identify those projects identified below and will not include any other project(s).
- E. Per Section 3.1.6 of the Guidelines and Requirements for Review and Acceptance, for any potential replication of any existing monument or artwork form another location, the Donor has certified in writing that the group has received any necessary permission(s) or approvals for replication.

- F. DTMB Design & Construction Division and DTMB Building Operations, as applicable, and the Michigan Veterans' Memorial Park Commission will determine when work on the project(s) will commence to ensure minimal adverse impact on the Michigan Veterans' Memorial Park. DTMB – Building Operations will authorize the Donor to enter the DTMB property and to commence work on the project(s). The authorization will remain in effect for the duration of the enhancement.
- G. The Donor will provide proof of the required liability insurance and Performance & Payment bond (as outlined in Section 3.6.2 and Exhibit A) prior to start of construction at the site.
- H. DTMB Design & Construction and DTMB Building Operations, as applicable, periodically will inspect the work being performed on the project(s) to ensure it is proceeding in a timely manner. Once work has been completed, DTMB Design & Construction and DTMB Building Operations, or designee, will inspect the work to determine if the project(s) is in full compliance with the plans and specifications. If DTMB determines there are deficiencies of any kind in the work performed by the Donor(s) or designee, DTMB will advise the Donor or designee in writing of the deficiencies, which deficiencies must be remedied by the Donor or designee within 20 calendar days of receipt of written notice.
- I. After any and all identified deficiencies have been corrected by the Donor, or designee, DTMB will reinspect the project(s), and if completed per the approved requirements, the project(s) formally will be accepted. Once a project(s) has been accepted, any and all enhancements to the MVMP will become the property of the DTMB, which will have sole responsibility for the control and disposition of the enhancement/monument.
- J. The MVMPC recommends the Donor establish a long-term maintenance fund to cover the cost of any/all future maintenance and repairs that arise (i.e., due to weather, aging of the monument, or vandalism of the monument).

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Donor Group Designee Signature	Printed Name	Title	Date
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MVMP Commissioner Signature	Printed Name		Date
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**APPENDIX K**

**NEW MONUMENT REPORT**

**This form, along with requested materials, will be completed and forwarded to the Michigan Library & Historical Museum within 30 days of installation.**

Park Name: \_\_\_\_\_ Station No \_\_\_\_\_

Monument Name \_\_\_\_\_

Date Installed and/or Dedicated \_\_\_\_\_

Donor Name \_\_\_\_\_

Cost \_\_\_\_\_ Dimensions \_\_\_\_\_

Materials \_\_\_\_\_

Artist/Designer/Manufacturer \_\_\_\_\_

Monument/Memorial's location in park \_\_\_\_\_

Inscription(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Continue inscription(s) on back of this page, if necessary)*

**Please submit at least 2 photographs of the monument/memorial (front and back) along with 1 copy of dedication ceremony announcements, clippings, media coverage, plans or related documentary materials for this memorial to the Michigan Library & Historical Museum. Digital images acceptable if saved in jpg or pdf format and submitted both electronically and hard copy.**

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MVMP Commissioner Signature                      Printed Name                      Date

Copies: Send original of this form to Michigan Library & Historical Museum Retain a copy at the MVMPC and DTMB, for your files



## APPENDIX L

### DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET (DTMB)

#### Michigan Veterans' Memorial Park Commission (MVMP)

### TERMS AND CONDITIONS OF ACCEPTANCE BY MVMP FOR A GIFT OR DONATION OF STANDARDIZED MEMORIAL PLAQUE

#### Size & Scale

- The size and scale of the Memorial Plaque shall follow the DTMB Standard, as outlined below: Memorial Plaque shall be appropriate to the site and context within the MVMP. (Exhibit B).
- The memorial plaque dimension shall be a minimum of 20"x20" and a maximum of 30"x30".
- The Memorial Plaque will be mounted, with security fasteners, at a height/angle to be determined by the Commission, per DTMB standards, to minimize visual obstructions.
- The post(s) used to support the Memorial Plaque shall be 4"x4" square or 3 1/2" OD round; however, post size may vary depending on plaque size and support requirements; non-standard sizes are subject to the approval of the Commission.

#### Materials & Workmanship

- The Memorial Plaque shall be of durable and permanent materials, stainless steel, or bronze, designed with long term maintenance and upkeep in mind. Factors such as minimal maintenance preservation of the plaque shall also be considered. Materials and workmanship of the Memorial Plaque and post shall be of the highest quality, free of flaws, and imperfections. Materials should be appropriate to Michigan's climate, environment, and topography.
- Donor shall purchase a standard stainless steel metal post approved by the Department of Technology, Management & Budget (DTMB) as specified herein. However, the donor may provide and utilize a vendor-supplied post if the new post meets DTMB and MVMP requirements.
  - The 4"x4" square or 3 1/2" O.D. round stainless steel metal post shall be installed on a concrete sonotube footing as described below with chamfered edges and finished exposed surface to minimize damage from the lawn equipment. Other materials may be considered subject to the approval of Commission. However, if the Memorial Plaque, post, and/or connection points (e.g. mounting materials such as angle plates, brackets, screws, bolts, fasteners, etc.) are of dissimilar metals, and given that dissimilar metals are prone to electrolysis if connected directly to each other, tamperproof non-removable mechanisms must be used at all connection points between the dissimilar metals, e.g. use of neoprene grommets and washers must be used

to protect the dissimilar metals (e.g. the plaque, post, and connecting materials) from electrolysis.

- The post shall be fully removable and tamper-proof. A sleeve with an I.D. that accommodates the O.D of the post shall be placed in the ground at a bearing point, at least 42” below the surface and extend 4” above the surface. Through bolts shall be placed through the top of the sleeve and base of the post.
- A cover is required for the bottom of post to hide mounts. The cover shall match the post in color and materials. In addition, the cover shall be delivered at the time of the post’s delivery.
- If applicable, a welded angle plate to mount the Memorial plaque, if necessary (as determined by the MVMPC), may be painted to match plaque.

Cost

- Cost of the Memorial Plaque, post, angle plate (if applicable), other required materials, and their installation is responsibility of the Memorial Plaque donor.
- We agree to the above conditions:

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Applicant Signature	Printed Name	Title	Date
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MVMP Commissioner Signature	Printed Name		Date
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MVMP Commissioner Signature	Printed Name		Date
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## EXHIBIT A – Bonds & Insurance

### DTMB Construction Contract Section on Bonds and Insurance

#### Bonds and Insurance:

3.1 Both the Performance Bond and Payment Bond must remain in effect from the date work begins on the site until final completion of the Work or the end of Correction Period, whichever comes later. The surety bonds required for a Construction Contract will not be accepted by SFA unless the surety bonding company is listed in the current United States Government, Department of Treasury's, Listing of approved sureties (bonding/insurance companies), Department Circular 570. Copies of the current Circular listing may be obtained through the internet web site <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.

Insurers must have an "A- "A.M. Best Company Rating and a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. Insurance must be provided by insurers authorized by the Department of Insurance and Financial Services (DIFS) to do business as an insurer in Michigan. The insurance company and must attach evidence of the authorization. These certificates must specify the Project File No., Index No., Project Title, and a description of the Project. The Contractor agrees that insurance coverage afforded under the policies as such coverage relate to the State under this Contract as determined by the Contractor will not be modified or canceled without at least thirty calendar days prior written notice to the State. The latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) are found at: <http://www.ambest.com>. The Contractor must not perform any part of the Work unless the Contractor has all the required insurance in full force and effect.

3.2 The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage must be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance must be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR-SFA CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared by the Insurance Provider and not by the Contractor. All such Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY days prior written notice, except for 10 days for non-payment of premium, having been given to the Director-SFA Such NOTICE must include the CONTRACT NUMBER affected and be mailed to the Project Director.

The Contractor is required to provide the type and amount of insurance below:

- (a) Commercial General Liability Insurance with a limit of not less than \$1,000,000 (**\*\*\* increase this amount if the hazards/risks for personal injury and/or property damage are very high\*\*\***) each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this project.

The Contractor must list the State, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- (b) Vehicle Liability Insurance for bodily injury and property damage as required by law on any auto including owned, hired, and non-owned vehicles used in the Contractor's business.

The Contractor must list the State, its departments, divisions, agencies, offices, commissions, officers, employers, and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- (c) Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits.

NOTE:

- (i) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer;

- (ii) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and
- (iii) This provision must not be applicable where prohibited or limited by Michigan law.

(d) Employer's Liability Insurance with the following minimum limits:

- \$1,000,000 each accident
- \$1,000,000 each employee by disease
- \$1,000,000 aggregate disease

(...**\*\*\* Professional to include Pollution Liability Insurance if needed \*\*\***...)

(e) Pollution Liability Insurance in the amounts of not less than \$1,000,000 per occurrence is required.

**3.3 Liability Insurance:** Liability insurance must be endorsed to list as additional insureds the Professional's consultants and agents. Worker's Compensation, Employer's Liability Insurance and all other liability insurance policies must be endorsed to include a waiver of rights to recover from the Owner, Professional and the other additional insureds. The Contractor's liability insurance must remain in effect through the Correction Period and through any special correction periods. For any employee of the Contractor who is resident of and hired in Michigan, the Contractor must have insurance for benefits payable under Michigan's Worker's Compensation Law. For any other employee protected by Worker's Compensation Laws of any other state, the Contractor must have insurance or participate in a mandatory state fund, where applicable, to cover the benefits payable to any such employee. These requirements must not be construed to limit the liability of the Contractor or its insurers. The Owner does not represent that the specified coverage or limits of insurance are sufficient to protect the Contractor's interests or liabilities.

**EXHIBIT B – Conceptual Design**

**See attached**