



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NFE WORK AUTHORIZATION ASR#1

Proposal No.: 3A-P4106 Remote Proposal

Date of Order: March 20, 2024

Project: City of Madison Heights – Downtown Streetscape Project - Lane Reduction - 2024 ASR#1 Services
Madison Heights, Michigan

Bill To: City of Madison Heights
300 West Thirteen Mile Road
Madison Heights, Michigan 48071
Ms. Melissa Marsh - City Manager
Mr. Giles Tucker - Community Development Director

Phone: 248-583-0831
Direct: 248-837-2650

Email: melissamarsh@madison-heights.org
Email: gilestucker@madison-heights.org

We appreciate the opportunity to submit this proposal for additional 2024 Professional Services relative to your recent conversation with Brad Brickel of our office regarding the additional work to consider a roadway diet on Eleven Mile Road.

2024 - ASR #1 Added Scope / Plan Revision(s) are noted in Red Text for Clarification and Authorization by client.

Understanding of Project: The client has requested that NFE prepare a revised Traffic Analysis of the Eleven Mile Road Corridor with the City of Madison Heights to consider a roadway diet (lane reduction) within the previous study area. The added study area will be extended to include the entire Eleven Mile Roadway segment from North Stephson Highway ROW to Dequindre Road ROW as discussed. However, plans will only be prepared for John R to Lorenz - Reference NFE Job # N753.

Scope of Professional Services: We will provide additional Professional Services for the above referenced project in accordance with the following additional scope of work.

Professional Services - ASR#1 Services:

- **Roadway Diet / Lane Reduction Analysis for Eleven Mile Road:** Our subconsultant(s) will revise the previously completed traffic analysis and add additional data collection, analysis / recommendations for the proposal roadway reduction for review and consideration by the City of Madison Heights. Revised illustrative plans and graphics will be prepared as well as an updated summary document for use by the municipality for the focus area from John R Road to Lorenz. NFE will prepare a revised roadway layout with engineer's estimate from planning purposes and use by the City for obtaining grant and/or funding sources.

Reimbursable Expenses – All Services:

- **Plan Submittal Documentation:** All necessary land surveying, civil engineering, and landscape design plan submittal documentation / reproduction services / travel expenses required for review agency submittals, client / owner / architect use and/or MEP consultant coordination will be billed in accordance with the following estimate (allowance) for plan documentation per attached 2024 / future 2025 Nowak & Fraus Engineers fee schedules.

Itemized Fees: Additional 2024 Services

Professional Services - ASR#1 Services:

Roadway Diet Analysis for Eleven Mile Road – Fleis & Vandenbrink Fee - NO NFE Markup:	\$ 15,500.00
Roadway Diet Analysis for Eleven Mile Road – MKSK Fee - NO NFE Markup:	\$ 5,500.00
Roadway Diet Analysis for Eleven Mile Road – NFE Fee:	\$ 5,000.00

Reimbursable Fees: Additional 2024 Services:	\$ 1,000.00
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All printing, Federal Express/UPS charges/Deliveries or out-of-state travel will be considered reimbursable expenses.

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257

Additional Services: Any other services requested by the Owner will be quoted separately or billed on an hourly basis according to the attached Nowak & Fraus Engineers 2024 and/or future 2025 fee schedule(s).

Excluded Services: All required permit / application / review fees are specially excluded from this proposal. Any additional work as requested by the client / Owner including but not limited to additional on / off-site topographic surveys; Alta/NSPS survey updates; easement vacation(s); process assistance; re-zoning and/or special land use applications / submittals, off-site utility extensions; site lighting / site photometric design; geo-technical services including soil borings marking or staking. Phase I or Phase II environmental services and/or material sampling, testing; Architectural / Structural / MEP design services; structural design services; hydraulic modeling / hydraulic studies; All CLOMAR / Lomar applications; FEMA HEC Modeling and/or utility infrastructure capacity analysis / investigations / reports; / weekly conference calls; retaining wall design; sound wall design; traffic analysis / report; additional earthwork calculations; and anticipated travel expenses. Full time inspection / site supervision / construction administration / site visits / construction staking / layout services / as-built services are not included in this proposal and will be invoiced on an hourly basis according to the attached 2021 and/or future 2022 fee schedule and/or a separate additional service proposal (ASR) will be provided to the client / owner for approval prior to the start of required additional services as necessary for this project.

Schedule: The work will be completed according to the following schedule: Additional Professional ASR#1 Services will commence upon acceptance of this proposal and notice to proceed by client.

Owner Authorization of NFE Proposal:

Provided this proposal meets with your approval, please sign, date, and return a copy of this Work Authorization to our office. Receipt of your signed Work Authorization will serve as our authorization to proceed. Nowak & Fraus Engineers reserves the right to adjust this proposal within 30 days of issue.

The undersigned warrants that an authorized representative has read the terms of this Work Authorization and the attached Terms and Conditions and that the undersigned agrees to be bound by the provisions of this Work Authorization and the attached Terms and Conditions.

The undersigned is responsible for payment of all NFE services and hereby authorizes NFE to proceed with the above referenced services and fees as stated above regardless of outcome of project status.

Nowak & Fraus Engineers

Timothy L. Germain, PE

Timothy L. Germain, P.E.
Managing Partner

Dated: 03/20/2024

NFE: N753 – ASR#1 / 2024 Add Scope

Digitally signed by Timothy L. Germain, PE
DN: cn=Timothy L. Germain, PE, o=Nowak & Fraus Engineers,
ou=Engineering, email=tgermain@nfe-engr.com, c=US
Date: 2024.03.20 13:17:00 -04'00'

Accepted and Approved By:

(Signature)

(Printed Name and Title) (Date)

Authorized to Execute Agreement For:

(Owner of Project) (Date)

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ATTACHMENT "A" - 2024 FEE SCHEDULE

PERSONNEL

HOURLY RATE

Principal	\$ 204.00
Senior Associate	\$ 182.00
Alta Survey Manager	\$ 165.00
Associate / Senior Project Manager / Cad Manager	\$ 165.00
Professional Surveyor / Land Surveyor / Field Coordinator	\$ 152.00
Project Manager / Woodland-Wetland Manager	\$ 152.00
Registered Landscape Architect / Project Engineer	\$ 146.00
Senior Project Coordinator	\$ 128.00
Land Survey Technician / Landscape Architect	\$ 124.00
Engineer III	\$ 134.00
Engineer II	\$ 126.00
Engineer I	\$ 102.00
Geospatial Engineer	\$ 146.00
Geospatial Technician III	\$ 128.00
Geospatial Technician II	\$ 120.00
Geospatial Technician I	\$ 114.00
Engineering Technician III	\$ 116.00
Engineering Technician II	\$ 110.00
Engineering Technician I	\$ 102.00
Senior Testing / Inspection Engineer	\$ 108.00
Testing / Inspection Engineer	\$ 104.00
Engineering Assistant	\$ 86.00
Survey Crew - 3 Person	\$ 242.00
Survey Crew - 2 Person	\$ 196.00
Survey Crew - 1 Person	\$ 154.00
Clerical	\$ 86.00

Authorized overtime will be billed at 1.2 times the above stated rates. Authorized overtime for Sundays and Holiday Work will be billed at 1.4 times the above stated rates. Expert Testimony will be billed at 1.4 times the stated rates. The survey crew size will be determined on a project-by-project availability basis by NFE management to provide production surveying services.

Reimbursable Expenses: NFE Expenses when incurred in direct connection with project, will be charged at following rates:

▪ Courier Services / Specialized Reproduction / Project Related Purchases	Cost + 15%
▪ Standard Print – Colorized Prints - 24" x 36" (Engineering Format)	\$ 25.00 Each
▪ Standard Print - Black Line Prints - 24" x 36" (Engineering Format)	\$ 3.00 Each
▪ Oversized Print - Black Line Print - 30" x 42" (Architectural Format)	\$ 5.00 Each
▪ Mylar / Reproducible Vellum Print - 24" x 36" (Engineering Format)	\$ 25.00 Each
▪ Express (Hand) Deliveries - Local Area Only as Requested by Client	\$ Hourly
▪ Electronic Data / Media / File Transfer as Requested by Client	\$ Hourly
▪ Sub-Consultant Fee / Expenses (Applications, Review Fees, Permit Fees, Etc.)	Fee / Cost + 15%
▪ Round Trip Vehicle Mileage from NFE Offices when identified on NFE Proposal	\$ 0.64 / Mile
▪ Travel Expenses (Hotel, Meals, Etc.) when identified on NFE Proposal (Out of Town)	\$ At Cost
▪ Engineering Consent Agreements for Lender (\$2,500) / Project Insurance (Quoted Rate)	

Revised: January 1, 2024

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2024 NFE TERMS AND CONDITIONS

1. SERVICES EXCLUDED FROM BASIC SERVICES UNLESS EXPRESSLY INCLUDED IN SCOPE OF WORK DEFINED IN ATTACHEHD WORK AUTHORIZATION

The following types of services are not considered part of "basic" Professional Land Surveying or Civil Engineering Services and will be performed as an extra to the contract fee:

A. Land Survey Services / Environmental Services / Geo-technical Related Services:

- i. Any additional land surveying service not set forth in the NFE Work Authorization, (i.e.: special surveys, boundary survey, topographical survey, tree or wetland surveys, etc.)
- ii. Construction Staking Services, Construction Layout Service, Re-Staking Services.
- iii. As-Built Surveys, Foundation Surveys or Foundation Certificates.
- iv. Preparation of parcel splits or combinations, condominium documents, deed review, obtaining or negotiating for land sales, preparing easements or rights-of-way documentation.
- v. Preparation or review of environmental assessments and/or environmental impact statements, phase I or phase II research or reports.
- vi. Geo-technical Investigations / Underground Utility Investigation or Exploration (i.e.: soil borings, cctv / camera / video underground utilities, ground penetrating radar, etc.)

B. Design Related Changes in Scope of Services and/or Additional Services Excluded from specified Basic Design Services listed in the attached Work Authorization:

- i. Services resulting from changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, or character of construction; and revising previously accepted or approved studies, reports, design documents or Contract Documents when such revisions are due to causes beyond Nowak & Fraus' control.
- ii. Additional or extended services during construction made necessary by: 1) work damaged by fire or other cause during construction; 2) a significant amount of defective or negligent work of the contractor(s); 3) acceleration of the progress schedule involving services beyond normal business hours; 4) default by contractor(s).
- iii. Preparation and/or modification of Computer Assisted Design (CAD) drawings of topographical and/or other types of surveys as furnished by others.
- iv. Opinions or review of construction budget requirements, or construction scheduling.
- v. On-site inspection or supervision of work performed on the Project.
- vi. NFE shall exercise usual and customary professional care in its efforts to comply with all codes, regulations, laws in effect as of the date of this agreement. Any changes after this date that requires revisions or redesign shall be an additional service.
- vii. Obtaining and/or the preparation of Permit Applications for construction activities and/or construction work.
- viii. Reproductions of plans, specifications and/or contract documents, including electronic files.
- ix. Expert Testimony at trial and/or deposition, including any time needed to prepare for the testimony or to prepare a report.
- x. Service planning with utility companies.
- xi. Preparation of lighting and photo-metric plans.
- xii. Structural design of retaining walls.
- xiii. Earth balancing determinations.
- xiv. Assistance with construction related problems and changes due to causes beyond NFE's control.
- xv. Landscape design and planning
- xvi. Traffic Impact Studies / Traffic Analysis Reports.
- xvii. Project Specific Insurance Coverages that exceed NFE's basic coverages
- xviii. Engineer's Consent Agreements and Certificates for Project Loan.

2. FEES - Client shall pay for services and expenses as set forth below.

- (A) All invoices are due upon receipt. All invoices shall be deemed to have been received within three (3) days after being deposited in first class U.S. mail bearing the address listed herein. Any claims of errors or discrepancies in billings must be submitted to NFE in writing within 30 days of receipt of the invoice. Otherwise, all such objections are deemed waived and the account will become stated. Payments shall not be withheld, delayed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from third parties causing Additional Services or expenses.
- (B) If the Client fails to pay any payment due to NFE for services and expenses within thirty (30) days after receipt of NFE invoice, therefore, the amounts due shall include a late charge at a rate of one and one-half (1 1/2%) percent per month from said thirtieth (30) day and in addition, NFE may suspend all services under this Agreement until NFE has been paid in full all amounts due for services and expenses. The client shall pay all costs of collection, including attorney fees.
- (C) **A signature on this work authorization provides permission to pull a credit bureau report on any company or individual who may be liable under this agreement (such as personal guarantor, proprietor, general partner, or similar person).**

3. "TIME AND MATERIAL" BASIS - All determination of fees on a "Time and Material" basis shall be as follows:

- (A) "Time" is based on the hourly rates set forth in the NFE's current calendar year Rate Schedule (Exhibit A). Hourly rates are subject to change each calendar year. The most current NFE fee schedule will apply based upon the current calendar year as prepared by NFE. All travel time is billed at the hourly rates as set forth in Exhibit A.
- (B) "Material": All materials, including out of pocket expenses such as subcontractor, permit application fees, and title searches etc. will be billed at actual cost, plus fifteen (15%) percent, except reproduction costs, postage and handling and computer costs which are billed at NFE's standard rates.

4. CLIENT'S RESPONSIBILITIES - Client shall be responsible to perform or provide the following:

- (A) **Client shall provide a current title policy or vesting deed for all new private projects. Client may elect to have NFE order a title search for the project in question. Title searches shall be billed as reimbursable pursuant to NFE's standard rates including a fifteen (15%) percent markup by NFE.**
- (B) Arrange for access to and make all provisions for NFE to enter upon public or private property to perform the above professional services. NFE will take reasonable precautions to minimize any damages to property; however, Client understands and agrees that in the normal course of work, some damage may occur and that NFE is not responsible to correct said damage.
- (C) Furnish all available information, surveys and documents pertinent to NFE's work, including a program which shall set forth the Client's objectives, schedule, constraints and site requirements. NFE shall be entitled to rely upon the completeness and accuracy of the information, surveys and documents provided by Client.
- (D) Give prompt written notice to NFE whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the above professional services.
- (E) **Give prompt written notice to NFE of all defects or suspected defects in NFE work or services of which the Client or Client's agent becomes aware, in order to allow NFE time to investigate and take any measures necessary to minimize the consequences of the defect. The Client shall require that all contractors and subcontractors, at any level, on the Project to contain in their contract a like requirement. Failure by the Client, the Client's contractors, or subcontractors to notify NFE shall relieve NFE of the costs of remedying the defect above the sum such remedy would have cost had prompt notification been given. In the event the defect is known or reasonably could have been known prior to installation and is attributed to construction layout, the failure to give prompt notice shall relieve NFE of all costs of remedying said defect.**
- (F) Render all decisions or provide all necessary approvals pertaining to NFE's work. NFE will assist the Client in preparing applications and supporting documentation for the Client to secure permits and approvals, however, it is the Client's responsibility to pay all fees and to make sure all the necessary permits and approvals have been obtained prior to commencing work. If the Client elects to commence construction prior to receiving all the necessary permits and approvals, NFE shall not be held liable for any damages, losses and costs arising from that decision to proceed. NFE does not assume any responsibility for the decision to proceed by performing construction stakeout at the Client's request.
- (G) The Client warrants the accuracy and the permission to use all information, plans, drawings, specifications, surveys, reports and documents provided to NFE in connection with the Project. The Client agrees, to the fullest extent permitted by law, to indemnify and hold NFE harmless of all expenses, damages, losses, and costs, including attorney fees, from any claims and/or liability, including copyright claims, resulting from the use of such information, plans, drawings, specifications surveys, reports and documents.

2024 NFE TERMS AND CONDITIONS

5. TIME AND PERFORMANCE - All work or services shall be performed as follows subject to weather conditions at the time of release of services by Client:

- (A) All services shall be performed as expeditiously as is consistent with the professional skill and care ordinarily exercised by members of the profession practicing in the same locality under similar conditions.
- (B) Nowak & Fraus is not responsible for any delay caused by activities or factors beyond NFE reasonable control including, but not limited to, delays by reason of strikes, lockouts, weather, work slow-downs or stoppages, accidents or acts of God. When a delay is beyond NFE's reasonable control, Client agrees that NFE shall not be held liable for any damages arising from such delay, nor shall NFE be deemed to be in default of this Agreement.

6. LIMITATION OF LIABILITY

NFE's fees include a reasonable allowance for risks and to obtain that benefit, the Client agrees the maximum aggregate amount of NFE's liability and/or NFE's professional engineers or surveyors shall be limited to \$75,000.00 or to the sum of NFE's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If the Client is unwilling to accept this limitation the fees in this proposal shall increase by ten percent (10%), but not less than five hundred dollars (\$500) to compensate for the increased risk assumed by NFE. The client agrees the new limitation of liability shall be NFE's professional insurance policy limit for the project. Under no circumstance shall NFE and/or NFE's professional engineers and/or surveyors be liable for Client's loss of profits, delay damages, or any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

7. TIME PERIODS

The Client agrees that the applicable statute of limitations for any and all causes of action against NFE shall be two (2) years; except causes of action that are incapable of discovery during the two (2) year statute of limitations period shall be brought within six (6) months of discovery. Causes of action shall be deemed to have accrued and the applicable statute of limitations shall commence to run on the date that NFE last provides service to the Client as to the matters out of which the cause of action arose. Under no circumstances shall any cause of action which could not be discovered during the two (2) year statute of limitations period be brought beyond six (6) years from the date of NFE's last service to the Client as to the matter out of which the cause of action arose.

8. TERMINATION FOR CONVENIENCE

Upon written notice, client or NFE may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of the termination notice, NFE shall stop work on all services included in this Agreement and grant license to use in connection with the project any instruments of service complete at that time to the Client; provided that the Client has paid NFE for all services performed up to the receipt of the termination notice. Upon termination for Convenience, NFE and Client shall have no further rights or remedies other than those utilized herein.

9. GENERAL CONSIDERATIONS

- (A) Client and NFE each bind himself and his partners, successors, affiliated entities, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- (B) Neither Client nor NFE shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Nowak & Fraus from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist in the performance of services. NFE has no duty to assign its drawings or work product to a lender on behalf of a client under terms of this agreement.
- (C) Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Nowak & Fraus.
- (D) This Agreement represents the entire and integral agreement between NFE and the Client and supersedes all prior negotiations, representations, or agreements, whether written or oral. All NFE's notes, disclaimers, details, specifications, and instructions on NFE's drawings in connection with the project which the subject of this agreement shall be incorporated as part of this agreement. Only a written instrument signed by both NFE and the Client may amend this Agreement.
- (E) Drawings and specifications are instruments of service and shall remain the property of NFE whether the Project for which they are made is executed or not. They are not to be used by the Client on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to NFE. The Client shall to the fullest extent permitted by law indemnify and hold harmless NFE from and against all claims, damages, losses, and costs, including attorney fees and costs of litigation, arising out of or in any way connected in the modification, misrepresentation, misuse, or reuse by other of the machine-readable information or data provided by NFE, excepting only such use as may be authorized, in writing, by NFE. NFE shall not authorize the reuse of its machine-readable information or data, either electronically, on disk or as a hard copy, unless full payment has been made by the Client. The Client will be appropriately charged based upon NFE's standard rates.
- (F) In providing opinions of probable construction cost, the Client is advised that NFE has no control over contractor's cost or the price of labor, equipment or materials furnished by the contractor, or over the contractor's methods of pricing, and that the opinions of probable construction costs that may be provided as part of the professional services to be rendered are to be made based on current prevailing prices. No warranty, expressed or implied, is made as to the accuracy of such opinions as compared to bid or actual costs incurred by the Client.
- (G) NFE may incorporate "design/build" concepts as a component of the construction plans. Where such concepts are used, the contractor, subcontractors, manufacturer, and/or supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials furnished. Any "shop drawings" reviewed by NFE related hereto is limited solely for the purpose of determining that the general requirements have been met.
- (H) The information contained in this Proposal may be proprietary and shall not be disclosed to any parties outside of the Client's staff, partners, or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the Proposal. Should the Proposal be accepted, the Client shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with NFE.
- (I) The survey only reflects those utilities which could be observed by the surveyor in the field at the time the survey was performed. NFE is not responsible for the accuracy of any structures, physical features, or utilities that were buried, covered with snow or debris, or had vehicles parked over them at the time the survey was performed. NFE will request a Miss Dig "Design Ticket" in accordance with Michigan Public Act 174 for topographic surveys and ALTA/NSPS Land Title Surveys that request item 11 (2016) or item 11(b) (2021) on Table A pursuant to the 2021 ALTA/NSPS Land Title Standards. Please note the Facility owner/operator is only required to provide general information regarding the location of underground facilities and does not have to make their facilities. The Client is responsible for arranging markings by the facility owner/operator prior to the survey if so desired so they can be located during the survey. Further, based upon the extended reporting period for underground utility owners to provide their records; the survey may not reflect all the underground utilities of record at the time the survey was issued. NFE is not responsible for updating surveys to reflect records received after the date it was issued. Nor is NFE responsible to locate utilities marked by utility companies after the date the survey was performed in the field. Any subsequent trips to locate markings or revisions to the survey drawing, to reflect records received after the date the survey was issued, will be an extra to the contract. The Client and/or their authorized agent shall verify with the Facility Owners and/or their authorized agents, the completeness and exactness of the utilities located on the survey.
- (J) The owner and/or authorized agent grants permission for the use of a UAS drone to conduct aerial photography of the property. Nowak & Fraus personnel are certified remote pilots by the FAA and our UAS's are fully insured. The drone's use is for the purpose of performing an ALTA/NSPS Land Title Survey and/or topographical survey and will not be used for any other private or commercial purpose without the consent of the owner.
- (K) Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction. This Agreement shall be governed exclusively by the laws applicable to the State of Michigan.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Nowak & Fraus PLLC

2 Business name/disregarded entity name, if different from above

Nowak and Fraus Engineers

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

46777 Woodward Avenue

6 City, state, and ZIP code

Pontiac, MI 48342-5032

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

3 8 - 3 2 1 1 0 8 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of U.S. person ► *Marcie Couchman*

Date ► *1-2-24*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2023

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

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

PRODUCER Moore Insurance Services, Inc. 67 N. Howell P.O. Box 207 Hillsdale MI 49242	CONTACT NAME: Cyndi Armstrong PHONE (A/C, No, Ext): (517) 439-9345 E-MAIL ADDRESS: info@mooreinsuranceservices.com FAX (A/C, No): (517) 439-5536																					
INSURED Nowak & Fraus, PLLC 46777 Woodward Avenue Pontiac MI 48342	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B:</td><td>Accident Fund National Insurance Company</td><td>12305</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	RLI Insurance Company	13056	INSURER B:	Accident Fund National Insurance Company	12305	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** CL2362904157**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU not Excluded <input checked="" type="checkbox"/> Railroad Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Unmanned Aircraft Liability			PSB0001130	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Each Occurrence \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001122	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001047	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100040616	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability w/ Pollution Incident			RDP0051369	06/30/2023	06/30/2024	Per Claim \$2,000,000 Aggregate \$4,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

Eric A. Moore

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