

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Lights of Hope

Resolution #2017-08-124-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Proposal A and B to install and remove holiday lights on Spruce trees in the Big Beaver median from Coolidge Highway to Rochester Road as specified to *Xpress Holiday Lighting, LLC, of Birmingham, MI*, for an estimated total of \$36,450.00; at unit prices contained in the bid tabulation opened July 27, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

PURCHASE ORDER

No. 2018-00000177
 DATE: 08/09/2017
 PAGE: 1 of 1
FOB DESTINATION

Ship To
 CITY OF TROY
 Parks - Municipal Grounds
 4695 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 CITY OF TROY
 Parks - Municipal Grounds
 4695 ROCHESTER ROAD
 TROY, MI 48085

COUNCIL RESOLUTION
 2017-08-12-J-4a

VENDOR NO. 172136

REPRINT

Vendor
 XPRESS HOLIDAY LIGHTING, LLC
 2576 BUCKINGHAM
 BIRMINGHAM, MI 48009

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Lights of Hope installation/Removal Install and remove holiday lights on spruce trees in the Big Beaver median from Coolidge Highway to Rochester Road as per all bid specifications and pricing of ITB-COT 17-26. Installation shall occur no later than November 15, 2017 and removal shall occur no later than March 1, 2018 unless additional time is granted in writing by the City. City contact: Kurt Bovensiep 248 524 3489.	36,450.0000	\$36,450.00

Entered By: MaryBeth Murz

\$36,450.00

Special Instructions:

CITY COUNCIL AWARD DATE: 8/7/2017. Certificate of Insurance and Endorsement shall be on file for duration of contract.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

MaryBeth Murz

 8/14/17 vendor name corrected from Express to Xpress

PURCHASE ORDER

No. 2018-00000177
 DATE: 08/09/2017
 PAGE: 1 of 1
 FOB DESTINATION

Ship To

CITY OF TROY
 Parks - Municipal Grounds
 4695 ROCHESTER ROAD
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CITY OF TROY
 Parks - Municipal Grounds
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COUNCIL RESOLUTION
 2017-08-12-J-4a

VENDOR NO. 172136

Vendor

EXPRESS HOLIDAY LIGHTING, LLC
 2576 BUCKINGHAM
 BIRMINGHAM, MI 48009

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
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NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

MaryBeth Murz

CITY OF TROY
 PURCHASE ORDER
 HOLIDAY LIGHTS

VENDOR NAME:
 CITY:
 CHECK #:

Xpress Holiday Lighting , LLC
Birmingham, MI
2011787773

PROPOSAL: FURNISH ALL EQUIPMENT, AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY

PROPOSAL A:

DESCRIPTION: Installation and Removal of Holiday Lights on approximately 225

TOTAL PROPOSAL A: **\$36,450.00**

PROPOSAL B:

DESCRIPTION: Installation and Removal of Holiday Lights on additional trees on muni

UNIT PRICE PROPOSAL B: **\$155.00**

Hours of Operation:		7AM-6PM
Contact Information:		
24 Hour Phone #:		586-850-0656
Site Inspection:	Y or N	Y
Meet Completion Schedule:	Y or N	Y
References:	Y or N	Y
Can Meet Insurance:	Y or N	Y
Payment Terms:	Y or N	Net 30
Warranty:	Y or N	N
Exceptions:	Y or N	N
Acknowledgement:	Y or N	Y



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 31, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
 Kurt Bovensiep, Public Works Director

Subject: Standard Purchasing Resolution 2 - Low Bidder Meeting Specifications - Lights of Hope

History

For two years beginning in 2013, the Kiwanis Club organized the holiday lighting of 25-30 Spruce Trees in the median of Big Beaver in the Troy Downtown Development Authority boundary, which included spaced out locations between Coolidge and Rochester Road. In 2016, the City of Troy encouraged the holiday tree lighting and promoted the increase of trees to be decorated. The City of Troy decided to install lights on additional trees with lights provided by the Kiwanis and purchase lights and install them on an additional trees. The goal was to light all Spruce Trees between I-75 and Coolidge Highway in the Big Beaver median.

The City of Troy staff continues to receive several compliments on the city's efforts to provide a traditional decorated look for the holiday season along the corridor.

Purchasing

On July 27, 2017, a bid opening was conducted as required by City Charter and Code for the installation of Holiday Lights. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Four (4) bid responses were received. Below is a detailed summary of potential vendors for both bid opportunities:

Companies notified via MITN	286	<i>MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</i> Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.
Troy Companies notified via MITN	9	
Troy Companies - Active email Notification	8	
Troy Companies - Active Free	1	
Companies that viewed the bid	6	
Troy Companies that viewed the bid	0	

After reviewing the bid proposals; *Xpress Holiday Light, LLC of Birmingham, MI* was the low bidder and meets all bid specifications for the installation of holiday lights along Big Beaver median from Coolidge Highway to Rochester Road.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds for the Lights of Hope installation is budgeted in the Parks Division - Civic Center Maintenance account in the amount of \$45,000.00.

Recommendation

City management recommends awarding a contract to install holiday lights on the Spruce Trees located in the Big Beaver median from Coolidge to Rochester and any additional lighting City Management adds under Proposal B to the low bidder meeting specifications; *Xpress Holiday Lighting, LLC of Birmingham, MI* for an estimated total cost of \$36,450.00 at unit prices contained in the bid tabulation opened July 27, 2017 not to exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

Opening Date: 07/27/2017
 Date Reviewed: 07/27/2017

CITY OF TROY
 BID TABULATION
 HOLIDAY LIGHTS

VENDOR NAME:
 CITY:
 CHECK #:

Xpress Holiday Lighting, LLC	Techseven Company	Erdodi Maintenance, LLC	Zoro's Christmas Lights
Birmingham, MI	Shelby Township, MI	Waterford, MI	Wixom, MI
2011787773	1588222	no check	9244207679

PROPOSAL: FURNISH ALL EQUIPMENT, AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY

PROPOSAL A:

DESCRIPTION: Installation and Removal of Holiday Lights on approximately 225 Spruce trees in the Big Beaver Median

TOTAL PROPOSAL A:	\$36,450.00	\$37,125.00	\$78,950.00	\$84,400.00
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PROPOSAL B:

DESCRIPTION: Installation and Removal of Holiday Lights on additional trees on municipal property

UNIT PRICE PROPOSAL B:	\$155.00	\$165.00	\$10 per strand of 50 lights	No Bid
Hours of Operation:	7AM-6PM	9AM--5PM	9AM-5PM	7AM-10PM
Contact Information:				
24 Hour Phone #:	586-850-0656	586-491-8974	248-877-9150	248-408-6393
Site Inspection:	Y or N	7/21/2017	7/26/2017	7/25/2017
Meet Completion Schedule:	Y or N	Y	Y	Y
References:	Y or N	Y	Y	Y
Can Meet Insurance:	Y or N	Y	Y	Y
Payment Terms:	Y or N	Net 30	Net 15	30 Days
Warranty:	Y or N	1/1/2018	N	60 Days
Exceptions:	Y or N	N	N	N
Acknowledgement:	Y or N	Y	Y	Y

ATTEST:

Enna Bachelor
 Kristine Kallek
 Sue Riesterer
 Kurt Bovensiepe

MaryBeth Murz
 Purchasing Manager

Standard Purchasing Resolution 2: – Low Bidders Meeting Specifications –Lights of Hope

RESOLVED, That Troy City Council hereby AWARDS a contract for Proposal A and B to install and remove holiday lights on Spruce trees in the Big Beaver median from Coolidge Highway to Rochester Road as specified to *Xpress Holiday Lighting, LLC, of Birmingham, MI* for an estimated total of \$36,450.00; at unit prices contained in the bid tabulation opened July 27, 2017, a copy of which shall be ATTACHED to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is contingent upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

Opening Date: 07/27/2017
 Date Reviewed: 07/27/2017

CITY OF TROY
 BID TABULATION
 HOLIDAY LIGHTS

VENDOR NAME:
 CITY:
 CHECK #:

Xpress Holiday Lighting, LLC	Techseven Company	Erdodi Maintenance, LLC	Zoro's Christmas Lights
Birmingham, MI	Shelby Township, MI	Waterford, MI	Wixom, MI
2011787773	1588222	no check	9244207679

PROPOSAL: FURNISH ALL EQUIPMENT, AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY

PROPOSAL A:

DESCRIPTION: Installation and Removal of Holiday Lights on approximately 225 Spruce trees in the Big Beaver Median

TOTAL PROPOSAL A:	\$36,450.00	\$37,125.00	\$78,950.00	\$84,400.00
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PROPOSAL B:

DESCRIPTION: Installation and Removal of Holiday Lights on additional trees on municipal property

UNIT PRICE PROPOSAL B:	\$155.00	\$165.00	\$10 per strand of 50 lights	No Bid
Hours of Operation:	7AM-6PM	9AM--5PM	9AM-5PM	7AM-10PM
Contact Information:				
24 Hour Phone #:	586-850-0656	586-491-8974	248-877-9150	248-408-6393
Site Inspection:	Y or N	7/21/2017	7/26/2017	7/25/2017
Meet Completion Schedule:	Y or N	Y	Y	Y
References:	Y or N	Y	Y	Y
Can Meet Insurance:	Y or N	Y	Y	Y
Payment Terms:	Y or N	Net 30	Net 15	30 Days
Warranty:	Y or N	N	N	60 Days
Exceptions:	Y or N	N	N	N
Acknowledgment:	Y or N	Y	Y	Y

ATTEST:

Enna Bachelor
 Kristine Kallek
 Sue Riesterer
 Kurt Bovensiep

MaryBeth Murz
 Purchasing Manager



CITY OF TROY
BID PROPOSAL

ITB-COT 17-26
Page 1 of 7

The undersigned proposes to **FURNISH ALL EQUIPMENT, AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY** in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: _____

	Description	Unit Price	Total
Proposal A			
	Installation and Removal of Holiday Lights on approximately 225 Spruce trees in the Big Beaver Median		\$ 36,450
Proposal B			
	Installation and Removal of Holiday Lights on additional trees on municipal property	\$ 155	

Installation shall occur no later than November 15, 2017. Removal shall occur no later than March 1, 2018 unless additional time is granted in writing by the City.

NOTE: All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

Estimates given in the bid proposal are approximate and made in good faith. It shall be the bidder's responsibility to take exact measurements during the mandatory site inspection(s). Any discrepancies in the measurements must be brought to the City's attention.

INFORMATION:

For additional general information or questions concerning this project please contact **MaryBeth Murz, Purchasing Manager**, at (248) 680-7291 between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

Kurt Bovensiep, Publics Work Director at (248) 524-3489 (k.bovensiep@troymi.gov) is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: 7am - 6pm 24 Hour Phone No. 586-850-0656

Contact Person: PAUL SASSIN Phone No. 586-850-0656

COMPANY NAME: Xpress Holiday Lighting

SITE INSPECTION:

All bidders (Proposal B Only) are required to examine each site to determine the amount of work to be done in accordance with the specifications. If a bidder does not conduct site inspections at each site, that bidder is not eligible to submit a bid. Contact **Mr. Kurt Bovensiep** at (248) 524-3489 or **K.Boveniep@troymi.gov** to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

- Our company visited the site on _____.
 Our company did not visit the site.

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

APPROVED ALTERNATES:

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as acceptability will be deemed in the City of Troy's best interest and will be final.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

DELIVERY:

Materials are not to be delivered to the site(s) until work is to commence. Secure storage space will not be available for long-term storage. All materials are to be F.O.B. delivered, freight paid to the work location(s) in the City of Troy in accordance with the attached specifications.

SAMPLES:

Actual samples of quoted material may be requested at the discretion of the City of Troy's designated representative. Samples will be provided at no cost to the City and will become the property of the City of Troy. Submitted samples may be used for testing purposes.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, submission of the schedule of values, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City's best interest.

COMPANY NAME: Xpress Holiday Lighting

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is received, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

COMPLETION DATE:

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by November 15, 2017. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- Our Company can meet this delivery / installation schedule
- Our company cannot meet this delivery / installation schedule but offers:

Work shall commence 1 calendar days after notice to proceed.

COMPANY NAME: Xpress Holiday Lighting

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company; specifically at Fire Stations, Government entities or similar applications. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: ROYAL OAK BEAUMONT
ADDRESS: 3601 WEST 13 MILE, ROYAL OAK MI 48073
PHONE: 248-551-6361 CONTACT: NICK ASELTINE
EMAIL: NICHOLAS.ASELTINE@BEAUMONT.ORG

COMPANY: U.S. FARATHANE
ADDRESS: 2700 HIGH MEADOW COURT, AUBURN HILLS MI 48326
PHONE: 586-381-0440 CONTACT: ~~DEBRA RAMAR~~ DEBRA RAMAR
EMAIL: DRAMAR@USFARATHANE.COM

COMPANY: CONTINUUM SERVICES
ADDRESS: ONE TOWN SQUARE, SUITE 1680 SOUTHFIELD MI, 48076
PHONE: 248-798-6943 CONTACT: JOHN SARKISIAN
EMAIL: JSARKISIAN@CONTINUUMSERVICES.COM

IMPORTANT:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, additions, or deductions.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: Xpress Holiday Lightway

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

We can meet the specified insurance requirements.

We cannot meet the specified insurance requirements.

We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: Xpress Holiday Lighting

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds:** The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

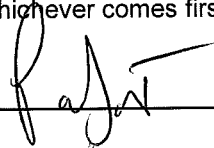
COMPANY NAME: _____

Xpress Holiday Lighting

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

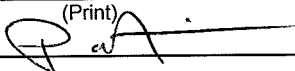
TAX ID: 27-065-9687

COMPANY: Xpress Holiday Lighting LLC

ADDRESS: 2576 Buckingham CITY: Birmingham STATE: MI ZIP: 48009

PHONE: (586) 850-0656 FAX NUMBER: () N/A

REPRESENTATIVE NAME: PAUL SASSIN

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  (Print)

PAYMENT TERMS: NET 30 WARRANTY: —

CHECK INCLUDED: YES, \$2250⁰⁰ E-MAIL: XpressHolidayLighting@gmail.com

COMPLETION: IN ACCORDANCE WITH SPECIFICATIONS.

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid proposal offer.

N/A

ACKNOWLEDGEMENT:

I, PAUL SASSIN, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant SDS at the time of bid submission.

NOTE:

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS:

All prices are to be quoted in U. S. Currency.

CITY OF TROY
Holiday Lights

GENERAL SPECIFICATIONS

A. Contractor Qualifications

1. The Contractor shall be duly licensed by the appropriate authorities to perform this work.
2. Insurance requirements shall be in accordance with the attached SAMPLE CERTIFICATE AND ENDORSEMENT.
3. The Contractor shall conform to all applicable Federal, State and Local laws.

B. General Specifications

1. Each individual or company shall be responsible for visiting the site of the proposed work in order to fully acquaint him or herself with existing conditions so that the company may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents, forms, instruments, addendum, or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a bid proposal shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair, replacement and/or restoration, to the satisfaction of the City, any property (City or private), destroyed or damaged by careless or accidental use of equipment or machinery in the performance of the contract. This shall include but not be limited to plant material, buildings, turf, asphalt, concrete, traffic signs, pedestrians, and automobiles.
3. The Contractor shall not sublet, assign or transfer the contract of any portion or any payment due to the contractor there under, without written consent of the City.
4. The Contractor shall use materials as specified in the specifications. Material other than specified will be permitted only after written application by Contractor and written approval by the City prior to bid opening. Substitutions will only be allowed when in the best interest of the City.
5. The Contractor shall furnish all such equipment, tools and labor necessary to pursue work in an acceptable manner and to a speedy completion. This contract is based on the Contractor furnishing and using his/her own equipment, tools and labor which are suitable to carry out this contract in an efficient manner, unless otherwise herein specified.
6. The Contractor shall keep the premises free from rubbish and debris at all times and shall arrange his or her material storage so as not to interfere with the City's operation of the job. Materials are not to be delivered to the site until work is to commence. All unused materials, rubbish and debris shall be removed from the site. The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy
7. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.
8. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.

9. Any permits for the installation or construction of any of the work included under this contract, which are required by any of the legally constituted authorities having jurisdiction shall be obtained by the Contractor at the proper time. Fees for any necessary permits will be waived by the City.
10. The Contractor agrees that he or she will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment, or color, religion, national origin, age, sex, height, weight, or marital status.
11. The Contractor must conform to all Federal, State, and Local labor laws.
12. Any deviations from these specifications must be approved in writing by a designated representative in the Department of Public Works.
13. The City may, without invalidation of the original contract, order changes as may from time to time be deemed desirable or necessary. The Contractor will provide the City with a detailed estimate of the cost of the proposed change.

C. Scope of Work - The scope of work under this contract includes :

DESCRIPTION: The City of Troy seeks to install holiday lighting for approximately 225 trees, approximately 25 strands of lights per tree, located in the medians of West Big Beaver Road between Coolidge Road and Rochester Road in Troy, MI. The City of Troy will furnish all lights, extension cords, and outlet extenders.

POWER SOURCES

The outlets are on every street light pole. They are Ground Fault Interrupter (GFI) outlets. There is one receptacle with two outlets on each pole. Contractor is responsible for completing a site visit to familiarize itself with the location power sources. The contractor will be responsible for testing the lights in the outlet and report back to the city representative if there is an issue with the outlet. Contractor is to neatly coil the extension cords below the outlet unplug so that the City of Troy may plug them in without issue at the beginning of the season. All connections including light strands and extension cords will have an application of dielectric grease to assist with minimizing moisture in the receptacles and plugs.

INSTALLATION

Installation of lights by the successful vendor shall be permitted to work between the hours of 7am-8pm Monday through Saturday only. No blocking of through lanes of traffic will be permitted. Use of de-acceleration lanes is permitted from the indirect left turns or otherwise installation shall occur by using poles. No permits are required for installation of lighting unless installation occurs on a Sunday. If equipment or vehicle is used on turf or landscaping the contractor is responsible for repairs if damaged.

1. **Safety Barriers** - The Contractor shall at all times have the construction site barricaded off to the general public until such time each site is accepted by the City. This barricade shall be a minimum of 4' in height and of a nature that will prevent children from crawling through it.
2. **Storage of Materials** – The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy.
3. **Installation and Removal Deadlines:** Installation shall be no later than **November 15, 2017**. Lights shall be removed no later than **March 1, 2018** unless written extension by the City is granted.
 - a. Lights will be neatly removed and either coiled or bundled as to minimize damage to the light strands
 - b. Contractor will be responsible for any damages to light strands if deemed to be caused from negligent removal by the city representative



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of MICHIGAN for whom PAUL SASSIN, bearing the office title of CEO - CHIEF, whose signature is affixed to this proposal, is duly authorized to execute contracts. EXECUTIVE OFFICER

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Paul Sassin, being duly sworn deposed, says that he
(Print Full Name)

is CEO. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

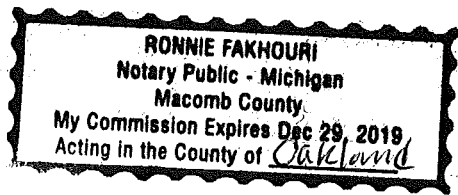
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 26
day of July, 2017
in and for Oakland County.

My commission expires:
December 29, 2019





CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Xpress Holiday Lighting
Name of Agency/Company/Firm (Please Print)

PAUL SASSIN
Name and title of authorized representative (Please Print)

[Signature] 7/25/17
Signature of authorized representative Date

I am unable to certify to the above statements. Attached is my explanation.

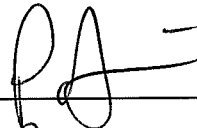


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Xpress Holiday Lighting
Street Address	2576 Buckingham
City	BIRMINGHAM
State, Zip	MI 48009
Corporate I.D. Number/State	J7-065-9687 / MI
Taxpayer I.D. #	

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: PAUC SASSIAD

Witness Signature: 

Printed Name of Witness: ALISON M DANZ



PUBLIC ACT 57

STATE OF MICHIGAN

89th LEGISLATURE

REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

PUBLIC ACT 57

Page 2 of 2

Sec. 2. A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:

- (a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
 - (i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
 - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3

- (a) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.
- (b) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4. If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5. This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6. This Act is repealed effective December 31, 2001.

Enacting Section 1. This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)



**STATEMENT OF NO BID
CITY OF TROY**

BID NUMBER: ITB-COT 17-26
TITLE: HOLIDAY LIGHTS

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

N/A

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company’s schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

REMARKS: _____

COMPANY INFORMATION:

COMPANY NAME: _____
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
TITLE: _____
COMPANY: _____
ADDRESS: _____
FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2017

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 Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Tiffany Gunn PHONE (A/C, No. Ext): (248) 853-0930 E-MAIL ADDRESS:		FAX (A/C, No): (248) 853-1512
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Xpress Holiday Lighting 20209 Newcastle Court Macomb MI 48044	INSURER A Michigan Millers Insurance Co.		14508
	INSURER B LM Insurance Corp		00024
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:17/18** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		C0511927	7/15/2017	7/15/2018	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		C0511927	7/15/2017	7/15/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	AGGREGATE						\$	
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/A	WC5348535964026	6/27/2017	6/27/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof are named as additional insured with respect to the General Liability, and Auto coverage, pertaining to work and/or services performed by the named insured on a primary and non-contributory basis.

CERTIFICATE HOLDER City of Troy Purchasing Manager 500 West Big Beaver Troy, MI 48044	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 Ronald Kosmal/TDG

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PAK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SUMMARY OF COVERAGES

Description	Limit of Insurance	Page
Additional Insured - Broad Form Vendors	Included	4
Additional Insured - Lessor of Leased Equipment	Included	4
Additional Insured - Managers or Lessors of Premises	Included	4
Additional Insured - State or Political Subdivisions - Permits	Included	4
Additional Insured - Volunteers	Included	5
Additional Insureds by Written Contract	Included	3
Broad Form Named Insured	Included	3
Broad Form Property Damage	\$25,000 Per Occurrence	2
Broad Knowledge / Notice of Occurrence	Included	6
Damage To Premises Rented to You	\$300,000 Any One Premises	2
Incidental Medical Malpractice Liability	Included	6
Liberalization	Included	7
Medical and Dental Payments	\$10,000 Medical Expense Limit	2
Mental Anguish	Included	6
Mobile Equipment	Included	6
Newly Acquired Organizations	Included	3
Non-Owned Watercraft	51 feet	1
Personal Injury and Advertising Injury Redefined	Included	7
Property Damage Liability - Borrowed Equipment	\$25,000 Occurrence / \$50,000 Aggregate	3
Property Damage Liability - Elevator and Sidetrack Agreement	Included	2
Supplementary Payments Increased Limits		
Bail Bonds	\$2,500	2
Loss of Earnings per Day	\$1,000	2
Waiver of Transfer of Rights Of Recovery Against Others to Us	Included	6

The terms and conditions of this policy are amended as indicated below:

I. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2) is revised as follows:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III - LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

VIII. Broad Form Named Insured

The following is added under **SECTION II - WHO IS AN INSURED**:

- 1.e. An organization other than a partnership, joint venture or limited liability company, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply are an insured.

IX. Newly Acquired Organizations

Under **SECTION II - WHO IS AN INSURED, 4**, is deleted and replaced with the following:

1. If you are an organization other than a partnership, joint venture, or limited liability company, any organization you newly acquire or form over which you maintain ownership or majority interest, exercise control and actively manage and to which no other similar insurance is available is a named insured. However:
 - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - b. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

X. Additional Insureds By Written Contract

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".

B. The insurance provided to the additional insured applies as follows:

1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (a) Premises you own, rent, lease, or occupy or
 - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.

C. Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, under 4. other insurance, is amended as follows:

The following is added to this provision:

1. Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance is primary.

D. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:

- a. The insurance afforded the vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- d. This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

XV. Additional Insured - Volunteers

- A. Under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) who are "volunteer worker(s)" for you only while performing duties related to the conduct of your business.

However, no "volunteer worker(s)" are insureds for:

- (1) "Bodily injury," "property damage," "personal and advertising injury" arising out of rendering or the failure to render professional services by a "volunteer worker".
 - (2) "Bodily injury," "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to other "volunteer worker(s)" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (2)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a) or (b) above.
 - (3) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), any member (if you are a limited liability company).
- B. Exclusion 2. a. of Coverage C (Section I) is replaced by the following:
2. a. To any insured, except "volunteer workers".

The following is added under **SECTION V - DEFINITIONS, 12. "Mobile Equipment"**:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXI. Personal and Advertising Injury

SECTION V - DEFINITIONS, "Personal and advertising injury" **d. & e** are deleted and replaced by the following:

- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;

XXII. Liberalization

With respect to coverage provided by this endorsement, if we adopt any revisions that would broaden the coverage under this endorsement without additional premium, the broadened coverage will apply to this policy. It will apply when the change becomes effective in your state.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.