

H-1 Standard Purchasing Resolution 2: Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: Cooperative Purchasing Contract – Roof Replacement for the 52-4 District

Suggested Resolution

Resolution #2017-09- 143

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** contracts for the roof replacement for the City of Troy 52-4 District Court; as per bid specifications to the low bidder meeting specifications, *Schreiber Corporation of Wixom, MI* for an estimated total cost of \$380,600.00 at unit prices contained in the bid tabulation opened August 10, 2017 and to *The Garland Company, Inc. of Cleveland, OH*, based on the US Communities Cooperative Purchasing Contract #14-5903 for \$151,330.12 for an estimated grand total of \$531,930.12 with a 10% contingency of \$53,193.00 for a grand total amount of \$585,123.12.

BE IT FINALLY RESOLVED, That Troy City Council hereby **APPROVES** amending the budget for the Capital account in the amount of \$165,130.00

PURCHASE ORDER

No. 2018-00000258
 DATE: 08/28/2017
 PAGE: 1 of 1
 FOB DESTINATION

Ship To

CITY OF TROY
 Building Operations
 500 W BIG BEAVER RD
 TROY, MI 48084

Bill To

CITY OF TROY
 Building Operations
 500 W BIG BEAVER RD
 TROY, MI 48084

COUNCIL RESOLUTION
 2018-09

VENDOR NO. 172172

Vendor

SCHREIBER CORPORATION
 29945 BECK ROAD
 WIXOM, MI 48393

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	52-4 District Court Roof Replacement	422,000.0000	\$422,000.00
1	Lump Sum	Roof Replacement for Sections A -F as per all Bid Specifications. ALTERNATE #1: Roof Replacement for Sections C & D During alternate hours as per all Bid Specifications.	21,600.0000	\$21,600.00
1	Lump Sum	ALTERNATE #2 Deduct from Base Bid to complete repairs only on Section E.	(63,000.0000)	(\$63,000.00)
1	Each	Provide all Labor, related equipment, tools and Supervision necessary for the complete replacement and restoration of the roof at the City of Troy 52-4 District Court as per all Bid Specifications of ITB-COT 17-22. The Garland Company, Inc. shall provide all roofing materials.	0.0000	\$0.00
Entered By: MaryBeth Murz				\$380,600.00

Special Instructions:

CITY COUNCIL AWARD DATE: 9/11/2018. CERTIFICATE OF INSURANCE AND ENDORSEMENT SHALL BE ON FILE FOR DURATION OF PROJECT.

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

VENDOR NAME:

Schreiber Corporation

Wixom, MI

CHECK #:

9468415923

PROPOSAL: PROVIDE ALL LABOR, MATERIALS, RELATED EQUIPMENT, TOOLS AND SUPERVISION NECESSARY FOR THE COMPLETE REPLACEMENT AND RESTORATION OF THE ROOF AT THE CITY OF TROY 52-4 DISTRICT COURT AS PER ALL WORK HEREIN DESCRIBED.

BASE BID:

	Labor	Materials
ROOF REPLACEMENT: SECTIONS A, E & F	\$257,800.00	\$102,116.92
ROOF REPLACEMENT: SECTIONS B, C & D	\$164,200.00	\$74,235.55
BASE BID TOTAL:	\$422,000.00	\$176,352.47

ALTERNATE BID:

In lieu of *Replacing* Sections B, C, & D, price for the cost to *Restore* those sections as identified within the Bid Documents and Scope of Work.

ROOF RESTORATION: SECTIONS B, C & D	\$94,000.00	\$50,865.61
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ALTERNATE #1:

Price for *Roof Replacement* on Sections C & D- Alternate Hours to be performed during weekends and/or outside of the hours between 8:30am- 5:00pm Monday- Friday

ADD - ALTERNATE #1:	\$21,600.00	\$0.00
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ALTERNATE #2:

Deduct price from the Base Bid to complete repairs only on Roof Section E. Repairs will include surface preparation work to existing areas of wet insulation (approx. 100 square feet) and the flashings repairs with mastic & reinforcement. (approx. 100 Linear

DEDUCT - ALTERNATE #2:	-\$63,000.00	-\$25,022.35
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TOTAL LABOR:	\$380,600.00
TOTAL MATERIALS:	\$151,330.12
GRAND TOTAL: (Base Bid - Labor, Alt. #1 & Alt. #2 & Materials)	\$531,930.12

LINE ITEM COST:

Unit Costs for additional work; if necessary once roofing is removed as predetermined and app

WOOD BLOCKING REPLACEMENT:	\$6.50
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METAL DECKING REPLACEMENT:	\$9.50
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DRAIN REPLACEMENT:	\$1,200.00
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STATE WARRANTY:	As Specified
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ATTENDED PRE BID MEETING:	Y/N	Yes
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CONTACT INFORMATION:

Hours of Operation:	5:30am - 5:00pm
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24 Hr. Contact Phone #:	248 926 1500
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References:	Y/N	Yes
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Meet Insurance Requirements:	Y/N	Yes
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Signature Page:	Y/N	Yes
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Exceptions:	Y/N	No
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Forms:	Y/N	Yes
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BLANKET ORDER

No. 2018-00000316
 DATE: 10/17/2017
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Purchasing
 500 W BIG BEAVER RD
 TROY, MI 48084

Bill To
 CITY OF TROY
 Purchasing
 500 W BIG BEAVER RD
 TROY, MI 48084

COUNCIL RESOLUTION
 2017-09-H-1

VENDOR NO. 168915

Vendor
 GARLAND-DBS, INC.
 3800 E 91st ST
 CLEVELAND, OH 44105

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	ROOF REPLACEMENT - MATERIALS 52-4 DISTRICT COURT Deliver all roofing materials as specified and as per the US Communities Cooperative Purchasing Contract #14-5903. Base Bid Roof Replacement A, E & F \$102,116.92, Roof Replacement B, C & D \$74,235.55. ***** Alternate #2: Deduct for Roof Section E -\$25,022.35 See attached Bid Tabulation Summary.	151,330.1200	\$151,330.12
				\$151,330.12

Entered By: MaryBeth Murz

Special Instructions:

CITY COUNCIL AWARD DATE: 9/11/2018. Certificate of Insurance and Endorsement shall be on file for duration of project.

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

VENDOR NAME:	Schreiber Corporation	Royal Roofing Company, Inc.	Lutz Roofing Company
	Wixom, MI	Orion, MI	Shelby Twp., MI
CHECK #:	9468415923	2011710276	1144360018

PROPOSAL: PROVIDE ALL LABOR, MATERIALS, RELATED EQUIPMENT, TOOLS AND SUPERVISION NECESSARY FOR THE COMPLETE REPLACEMENT AND RESTORATION OF THE ROOF AT THE CITY OF TROY 52-4 DISTRICT COURT AS PER ALL WORK HEREIN DESCRIBED.

BASE BID:			
ROOF REPLACEMENT: SECTIONS A, E & F	\$257,800.00	\$265,377.00	\$306,120.00
ROOF REPLACEMENT: SECTIONS B, C & D	\$164,200.00	\$183,500.00	\$189,990.00
BASE BID TOTAL:	\$422,000.00	\$448,877.00	\$496,110.00

ALTERNATE BID:	In lieu of <i>Replacing</i> Sections B, C, & D, price for the cost to <i>Restore</i> those sections as identified within the Bid Documents and Scope of Work.		
ROOF RESTORATION: SECTIONS B, C & D	\$94,000.00	\$114,000.00	\$98,960.00

ALTERNATE #1:	Price for <i>Roof Replacement</i> on Sections C & D- Alternate Hours to be performed during weekends and/or outside of the hours between 8:30am- 5:00pm Monday- Friday		
ADD - ALTERNATE #1:	\$21,600.00	\$11,800.00	\$52,930.00

ALTERNATE #2:	Deduct price from the Base Bid to complete <u>repairs only</u> on Roof Section E. Repairs will include surface preparation work to existing areas of wet insulation (approx. 100 square feet) and the flashings repairs with mastic & reinforcement. (approx. 100 Linear Feet).		
DEDUCT - ALTERNATE #2:	-\$48,000.00	-\$72,000.00	-\$92,120.00

GRAND TOTAL: (Base bid, Alt. #1 & Alt. #2)	\$395,600.00	\$388,677.00	\$456,920.00
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LINE ITEM COST:			
<i>Unit Costs for additional work; if necessary once roofing is removed as predetermined and approved by the City.</i>			
WOOD BLOCKING REPLACEMENT:	\$6.50	\$3.50	\$3.50
METAL DECKING REPLACEMENT:	\$9.50	\$7.00	\$6.00
DRAIN REPLACEMENT:	\$1,200.00	\$2,000.00	\$650.00
STATE WARRANTY:	As Specified	As Specified	As Specified
ATTENDED PRE BID MEETING: Y/N	Yes	Yes	Yes
CONTACT INFORMATION			
Hours of Operation:	5:30am - 5:00pm	8:00am - 4:00pm	5:30am - 6:00pm
24 Hr. Contact Phone #:	248 926 1500	248 276 7663	586 739 1148
References: Y/N	Yes	Yes	Yes
Meet Insurance Requirements: Y/N	Yes	Yes	Yes
Signature Page: Y/N	Yes	Yes	Yes
Exceptions: Y/N	No	No	Yes
Forms: Y/N	Yes	Yes	Yes

Attest:

 MaryBeth Murz,
 Purchasing Manager

REVISED BID PROPOSAL FORM

BID PROPOSAL: Provide all labor, materials, related equipment, tools and supervision necessary for the complete replacement and restoration of the roof at the Troy 52-4 District Court as per all work herein described.

SCOPE OF WORK:

The Scope of Work as detailed in the bid specifications and Addendum 1 shall be used as a guide to the roof replacement. Should there be any discrepancies between the Scope of Work and the Specifications, the Specifications shall supersede the Scope of Work. The intent of these specifications is to describe the Replacement and Restoration of the Roof at the City of Troy 52-4 District Court.

LOCATION:

The 52-4 District Court is located at 520 west Big Beaver, Troy, MI 48084.

Provide all labor, materials, related equipment, tools and supervision necessary for the complete replacement and restoration of the roof at the City of Troy 52-4 District Court as per all work herein described.

BASE BID:

ROOF REPLACEMENT: SECTIONS A, E & F: \$257,800.00

ROOF REPLACEMENT: SECTIONS B, C & D: \$164,200.00

BASE BID TOTAL: \$422,000.00

ALTERNATE BID:

In lieu of Replacing Sections B, C & D, state the price for the cost to Restore those Sections as identified within the Bid Documents and the Scope of Work.

ROOF RESTORATION: SECTIONS B, C & D: \$94,000.00

Add Alternate #1

Roof Replacement on Sections C & D – Alternate Hours to be performed during weekends and/or *outside* of the hours between 8:30am - 5:00pm Monday – Friday.

Add Alternate #1: \$21,600.00

Deduct Alternate #2

Provide a deduct price from the Base Bid to complete repairs only on Roof Section E. These repairs will include surface preparation work to existing areas of wet insulation (approx. 100 Square Feet) and the flashings repairs with mastic & reinforcement. (approx. 100 Linear Feet).

Deduct Alternate #2: (Deduct) (\$48,000.00) from Base Bid

Should additional work be determined necessary once roofing is removed, the following prices shall be used as Unit Costs as predetermined and agreed upon quantity during construction.

LINE ITEM COST:

WOOD BLOCKING REPLACEMENT: \$6.50

METAL DECKING REPLACEMENT: \$9.50

DRAIN REPLACEMENT: \$1,200.00

The anticipated City Council Award Date is August 21, 2017.
Project completion shall be no later than November 15, 2017.

STATE WARRANTY: As specified

COMPANY NAME: Schreiber Corporation

REVISED:

Add Alternates: Sections C & D

Add Alternate #1: Contractor is to provide a price for the roof replacement on Sections C&D to be performed during the weekends and/or outside of the hours between 8:30 am and 5:00 pm during the week-days.

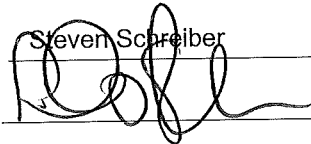
Add Alternate #2: Contractor is to provide a price for the roof restoration on Sections C&D to be performed during the weekends and/or outside of the hours between 8:30 am and 5:00 pm during the week-days.

Deduct Alternate #3: Represented as a "deduct" from the Base Bid to perform required repairs to Section E only, in lieu of replacement.

1. Spud existing gravel down to top layer of built-up roofing system. (100 Square Feet total as indicated in the Infrared Roof Scan results, confined to one section)
2. Clean area of debris to ensure a solid substrate.
3. Apply restoration coating and mastic at specified rate.
4. Repair perimeter flashings with reinforcement and mastic at specified rate. (100 Linear Feet maximum)

Use the ATTACHED REVISED BID PROPOSAL FORM when submitting Bid Response.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for ITB-COT 17-22, ROOF REPLACEMENT AT THE 52-4 DISTRICT COURT located at 520 West Big Beaver. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, August 10, 2017 at 10:00 AM EST** in the office of the City Clerk.

COMPANY:	Schreiber Corporation
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	Steven Schreiber
SIGNATURE:	
ADDRESS:	29945 Beck Road
	Wixom, MI 48393
DATE:	August 10, 2017

It is the intent of the City of Troy to purchase materials for the Court Building Roof Project directly from Garland/DBS, Inc., based upon the City of Troy's participation in the U.S. Communities™ Government Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # 14-5903 issued by the Cobb County Board of Commissioners.

Bidders are required to fill in order quantities for the following materials as listed below:

Product #	Product Name	Unit / Size	Coverage Rate	Base A, E, F	Base B, C, D	ALT B, C, D
4411-00	StressBase 80	Roll	1 square	232	165	15
4376	StressPly Plus	Roll	1 square	205	150	
4377	StressPly Plus FR Mineral	Roll	.75 square	25	20	20
7110-5	Flashing Bond	5 gallon		10	3	40
4840-6	Garmesh (150' x 6" per roll)	Roll		10	4	4
7411-5	Garla-Brite Aluminizer	5 gallon	1.5 gal/square	8	4	4
7616-5	Black Knight Primer	5 gallon	.5 gal/square	1	1	13
7343-5	Black Knight Cold	5 gallon	7-8 gal/square			
7343-55	Black Knight Cold	55 gallon	7-8 gal/square			19
2130	Tuff Stuff	10.3 oz				
2143	Seal-Tite Pitch Pocket Sealer	2 gallon	6 pans +/-			

PLEASE NOTE:

1. It is the responsibility of the bidder to obtain any product-related information and pricing from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder, will be billed to the bidder directly and will not be the responsibility of the City of Troy.
3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.

COMPANY NAME: Schreiber Corporation

UNIT PRICES:

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

PREVAILING WAGE PROJECT:

This is not a prevailing wage project.

MANDATORY PRE-BID MEETING:

Mandatory Pre-Bid Meeting will be held on **WEDNESDAY, JULY 26, 2017 at 10:00 am** at the City of Troy 52-4 District Court, located at 520 West Big Beaver, Troy, MI 48084. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Kurt Bovensiep, Public Works Director at (248) 524-3489 or k.bovensiep@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

SITE INSPECTIONS:

All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

PERMITS:

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. Applicable permits may be obtained by going to the City of Troy Building Department located on the second floor of City Hall. All Permit fees will be waived.

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.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the bid 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 bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; 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 of Troy's best interest

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

COMPLETION DATE:

The contractor awarded the project shall complete the work within thirty (30) days from notice to proceed and/or complete by the date of **NOVEMBER 15, 2017.**

COMPANY NAME: Schreiber Corporation

CONTACT INFORMATION:

Hours of operation: 5:30 A.M to 5:00 P.M 24 Hr. Contact Phone No. 248 926 1500

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one that 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.

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

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.

CONTRACT TERMINATION: The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. (See Supplemental General Conditions, page 1 of 2 and General Conditions, Section 7; page 6 of 10). The Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment

Schedule as specified

(Please submit an attachment identified as _____ if more space is necessary.)

COMPANY NAME: Schreiber Corporation

REFERENCES:

The City of Troy requires that your company list at least three (3) locations, listing names of owners, addresses, and phone numbers where they have recently completed similar work in the past two (2) years.

OWNER: Wayne State University
ADDRESS: 5454 Cass Ave
PHONE: 313 268 2371 CONTACT: David Kuffner
EMAIL: _____

OWNER: Ford Motor Company
ADDRESS: Dearborn, MI
PHONE: 313 322 7382 CONTACT: Ed Labus
EMAIL: _____

OWNER: Roofing Technology Associates
ADDRESS: Livonia, MI
PHONE: 734 591 4444 CONTACT: Mike Mathers
EMAIL: _____

MICHIGAN CONSTRUCTION LIEN ACT:

The bidder agrees that, if awarded the Contract he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

BOND SUBMITTAL:

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

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. The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of a Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to perform the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City. 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.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

COMPANY NAME: Schreiber Corporation

COMPLETION SCHEDULE:

The work shall commence upon City Council Approval. A work schedule shall be provided to Mr. Kurt Bovensiep, Public Works Director. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed.

IMPORTANT INFORMATION:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract 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 change, addition, or deduction. 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.

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: Schreiber Corporation

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.

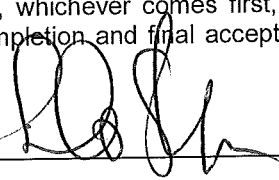
COMPANY NAME: Schreiber Corporation

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through project completion and final acceptance in accordance with the bid specifications.

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: 38-1654067

COMPANY: Schreiber Corporation

ADDRESS: 29945 Beck Road CITY: Wixom STATE: MI ZIP: 48393

PHONE: (248) 926 1500 FAX NUMBER: (248) 926 1788

REPRESENTATIVE NAME: Steven Schreiber

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



PAYMENT TERMS: net 30

WARRANTY: _____

CHECK INCLUDED: Yes COMPLETION: November 15, 2017

EMAIL: stevens@schreiberroofing.com

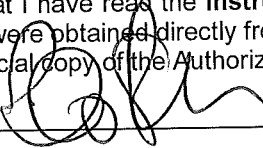
EXCEPTIONS:

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

ACKNOWLEDGEMENT:

I, Steven Schreiber, 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 the 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(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

US FUNDS: All prices are to be quoted in U. S. Currency.



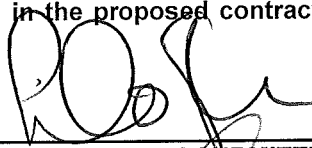
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

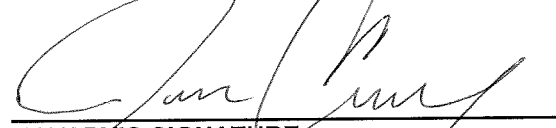
Steven Schreiber _____, being duly sworn deposed, says that he/she
(Print Full Name)

is Vice President _____ . 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 OF PERSON SUBMITTING BID



NOTARY'S SIGNATURE

Subscribed and sworn to before me this August _____ day of 10 _____, 20 17 in and
for Oakland _____ County.

My commission expires:
9/4/2023

JASON EMERY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 4, 2023
ACTING IN COUNTY OF



Legal Status of Bidder:

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

Schreiber Corporation

A corporation duly organized and doing business under the laws of the State of Michigan for whom Steven Schreiber, bearing the office title of Vice President, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A handwritten signature in black ink, appearing to read "S. Schreiber", is written over the signature line of the text above.

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

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

<hr/>	<hr/>
-------	-------



**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	Schreiber Corporation
Street Address	29945 Beck Road
City	Wixom
State, Zip	MI 48393
Corporate I.D. Number/State	2104039676
Taxpayer I.D. #	38-1654067

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:

Steven Schreiber Corporation

Witness Signature:

Printed Name of Witness:

Terri Spagnolo



**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.

Schreiber Corporation

Name of Agency/Company/Firm (Please Print)

Steven Schreiber Vice President

Name and title of authorized representative (Please Print)

Signature of authorized representative
Date

August 10, 2017

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: August 15, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Kurt Bovensiep, Public Works Director
Tom Darling, Director of Financial Services

Subject: Budget Amendment and Standard Purchasing Resolution 2 - Low Bidder meeting
Specifications and Standard Purchasing Resolution 4 – Cooperative Purchasing Contract –
Roof replacement for the 52-4 District Court

History

- In 1996, when the Community Center was converted to the Oakland County 52-4 District Court, the original roof at 520 West Big Beaver was refurbished using a built-up roof system with a life expectancy of 15 years.
- The City of Troy and Oakland County have a lease agreement with an annual fee of \$157,604.00 paid by Oakland County for building/capital maintenance, custodial services, site work and insurance. Per the lease agreement, the City of Troy will maintain and keep in good repair the roof, ceilings, etc.
- A portion of the lease payment is specifically for capital improvements such as the roof replacement, which the county has been paying since the beginning of the lease.
- The county has requested to unilaterally exercise its 5 year extension for the lease of the property, and two additional 5 year terms, which is addressed in a subsequent memo.
- Over the past few years, the leaks reported by the 52-4 District Court have increased and the existing roof has exhibited multiple leaks in multiple locations.
- In October of 2015, an infrared roof scan and assessment was completed by The Garland Company. There were multiple concerns including: flashing deterioration, field membrane splits, blisters, and seam failures and roof replacement was recommended.
- Since then, several large repairs have been made in an attempt to correct the challenges, however the existing roof continues to deteriorate.
- Funds were allocated in the current budget for District Court Roof Replacement in the amount of \$420,000.00.
- With assistance from The Garland Company, a scope of work was developed to correct both material failure concerns as well as design issues with the existing roof. District Court Roof Sections A, B, C, D, and F will include a full replacement and Section E will be a repair only due to the complicated HVAC duct work. Replacement of Section C (Courtrooms) and Section D (Judges Chambers) will be completed during alternate hours to avoid disruption to Court proceedings.
- A 30-year materials and labor warranty is included.
- Project completion shall be no later than November 15, 2017.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. On Wednesday, July 26, 2017 a Mandatory Onsite Pre-Bid Meeting was held at 10:00 a.m. at the 52-4 District Court. On August 10, 2017, a bid opening was conducted as required by City Charter and Code for the 52-4 District Court Roof Replacement. Three (3) bid responses were received. Below is a detailed summary of potential vendors:

Purchasing (continued)

District Court Roof Replacement. Three (3) bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	115
Troy Companies notified via MITN	1
Troy Companies notified Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	24
Troy Companies that viewed the bid	0

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.
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.

- The bid summary was analyzed and reviewed in conjunction with the DPW Department.
- It is recommended to award the 52-4 District Court roofing project to the low bidder meeting all bid specifications; *Schreiber Corporation, of Wixom, MI.*
- Schreiber Corporation will provide all labor, equipment, tools and supervision necessary for roof replacement as per all bid specifications. The install price includes Alternate #1 which is to complete the roof replacement on Sections C & D during off hours; since Sections C & D are directly over the Courtrooms and the Judges' Chambers and also includes a deduct to complete *repairs* only on Roof Section E.
- The roofing materials will be purchased direct from *The Garland Company, Inc.* based on the US Communities Cooperative Purchasing Contract #14-5903.

Schreiber Corporation	\$380,600.00
The Garland Company, Inc.	<u>\$151,330.12</u>
Total Roof Replacement Cost:	\$531,930.12
10% Contingency:	\$53,193.00
Grand Total Roof Replacement Cost:	\$585,123.12

Financial

- Funds in the amount of \$420,000.00 are available in the Capital Account #401.264.277.7975.145. The Project# is 2018C0004.
- A budget amendment to the Capital Account in the amount of \$165,130.00 will be required to complete the project.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City management recommends awarding contracts for the roof replacement for the City of Troy 52-4 District Court Center; as per bid specifications to the low bidder meeting specifications, *Schreiber Corporation of Wixom, MI* for an estimated total cost of \$380,600.00 at unit prices contained in the bid tabulation opened August 10, 2017 and to *The Garland Company, Inc. of Cleveland, OH* based on the US Communities Cooperative Purchasing Contract #14-5903 for \$151,330.12 for an estimated grand total of \$531,930.12 with a 10% contingency of \$53,193.00 for a grand total amount of \$585,123.12. It is also recommended that City Council approve a budget amendment to the Capital Account in the amount of \$165,130.00.

G:\Bid Award 17-18 New Format\Award Standard Purchasing Resolution 2 52-4 Roof Repair ITB-COT 17-22.doc



CERTIFICATE OF LIABILITY INSURANCE

SCHRCOR-01

KWHALEY

DATE (MM/DD/YYYY)

8/22/2017

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 Alliant Insurance Services, Inc. 1050 Wilshire Dr Ste 210 Troy, MI 48084	CONTACT NAME:	PHONE (A/C, No, Ext): (248) 540-3131	FAX (A/C, No): (248) 203-7528
	E-MAIL ADDRESS:		
INSURED Schrelber Corporation 29945 Beck Road Wixom, MI 48393	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Insurance Company		35289
	INSURER B : Continental Casualty Company		20443
	INSURER C : New York Marine And General Insurance Co		16608
	INSURER D : Columbia Casualty Company		31127
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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"/> PD Ded: \$25,000 <input checked="" type="checkbox"/> X,C,U - Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	1079133889	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	1028754487	05/01/2017	05/01/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1028754490	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
C	<input checked="" type="checkbox"/> 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	WC2017EPP00325	02/28/2017	02/28/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Pollution Liability			6024216558	03/07/2017	03/07/2018	Per Occurrence 1,000,000
D	<input checked="" type="checkbox"/> Pollution(See Below)			6024216558	03/07/2017	03/07/2018	Aggregate 5,000,000

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

Claims Made Contractor's Pollution - Policy #C6024216558
Per claim including claim expenses \$1,000,000
Aggregate including claim expenses \$5,000,000
Self-insured retention/deductible \$ 25,000

Re: 52-4 District Court Roof Replacement
The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members,
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

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

[Signature]

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ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Schreiber Corporation 29945 Beck Road Wixom, MI 48393	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 including employees and volunteers thereof are listed as Additional Insureds as respects to the General Liability but only for negligent acts of the Named Insured that may cause claims to be asserted or losses to be sustained by the Additional Insured per written contract. 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.



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

000002

20020066276060001017309640301



CNA75079XX (1-15)

Page 1 of 2

The Continental Insurance Co.

Insured Name: SCHREIBER CORPORATION

Policy No: 1079133889

Endorsement No: 6



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (1-15)

Page 2 of 2

The Continental Insurance Co.

Insured Name: SCHREIBER CORPORATION

Policy No: 1079133889

Endorsement No: 6



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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The Continental Insurance Co.

Insured Name: SCHREIBER CORPORATION

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Policy No: 1079133889
Endorsement No: 2



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:





Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
- b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- 3. Any person or organization that you are obligated to provide insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In **a.(2),** the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In **a.(4),** the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

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- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 - 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
 - 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

- 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

 - a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
 - b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract

in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less,

under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others
To Us Condition** does not apply to the person(s) or
organization(s) shown in the Schedule, but only to the
extent that subrogation is waived prior to the "accident"
or the "loss" under a contract with that person or
organization.

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