

c) **Standard Purchasing Resolution 1: Award to Low Bidder - Concrete Saw**

Resolution #2018-02-014-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase one (1) Husqvarna walk-behind concrete saw including the installed various options as specified to the low bidder, *United Rentals, Inc. of Romulus, MI* for an estimated total cost of \$22,975.00 at the unit price contained in the bid tabulation opened January 18, 2018; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

# PURCHASE ORDER

No. 2018-00000772

DATE: 02/08/2018

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY  
Streets  
4693 ROCHESTER ROAD  
TROY, MI 48085

Bill To

CITY OF TROY  
Streets  
4693 ROCHESTER ROAD  
TROY, MI 48085

**COUNCIL RESOLUTION**  
2018-02-014-J-4c

**VENDOR NO. 105610**

Vendor

UNITED RENTALS  
13461 HURON RIVER DRIVE  
ROMULUS, MI 48174

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Husqvarna FS5000 D 26" Tier 4 Compliant, 134 cc, 48 horsepower Yanmar 4 cylinder 4TNV88c-DHQ diesel engine with an eight gallon fuel tank. Shall also include Fifth Wheel Kit for the FS5000, and a New Style 36" Blade Guard Assembly for the FS7000. To be delivered as per Bid Specifications ITB-COT 18-05. Contact Kurt Bovensieper Prior to Delivery. 248.524.3489	22,975.0000	\$22,975.00
				<b>\$22,975.00</b>

Entered By: MaryBeth Murz

**Special Instructions:**

CITY COUNCIL AWARD DATE: 02/02/2018. THE BID DEPOSIT WILL BE RETAINED AS PERFORMANCE SURETY UNTIL SUCCESSFUL COMPLETION AND ACCEPTANCE OF ALL CONTRACT REQUIREMENTS.

**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.

Opening Date: 1/18/2018  
 Reviewed Date: 1/19/2018

BID TABULATION  
 CITY OF TROY  
 CONCRETE SAW

ITB-COT 18-05  
 Pg. 1 of 2

Vendor Name:	United Rentals (North America), Inc.	Ace Cutting Equipment	Cougar Sales and Rental, Inc
	Romulus, MI	Novi, MI	Novi, MI
Check #:	1628305591	1612804474	No Bid Deposit

**Proposal: Furnish a HUSQVARNA Walk Behind Concrete Saw, For the City of Troy Department of Public Works.**

Qty	Description	Price	Price	Price
1	Tier 4 Compliant, 134 cc, 48 horsepower Yanmar 4 cylinder 4TNV88c-DHQ diesel engine with an eight gallon fuel tank. Shall also include INSTALLED Fifth Wheel Kit for the FS500, and a New Style 36" Blade Guard Assembly for the FS7000	\$22,975.00	\$26,916.00	\$27,660.00
Contact Information:		7AM-5PM M-F	7AM-5PM M-F	7AM-5PM
Hours of Operation:		734-955-8464	248-449-4944	248-348-8864
24 Hour Phone #:		Y	Y	Y
References: Y or N		Y	Y	Y
Insurance Met: Y or N		Net 30	Net 30	Net 30
Payment Terms:		Y	N	N
Exceptions: Y or N		Y	Y	Y
Acknowledgement: Y or N		Y	Y	Y
Forms: Y or N				

Attest:  
 \_\_\_\_\_  
 Enna Bachelor  
 \_\_\_\_\_  
 Sue Reisterer  
 \_\_\_\_\_  
 Kurt Bovensiepe

\_\_\_\_\_  
 MaryBeth Murz  
 Purchasing Manager

Opening Date: 1/18/2018  
 Reviewed Date: 1/19/2018

BID TABULATION  
 CITY OF TROY  
 CONCRETE SAW

Vendor Name:	Howard T. Moriarty Co., Inc.	Chet's Rent All	Contractors Connection, Inc.	Buck and Knobby Equipment Co.
	Toledo, OH	Rochester Hills, MI	Shelby Twp., MI	Ottawa Lake, MI
Check #:	4467337590	001193984	29163761	29163015

**Proposal: Furnish a HUSQVARNA Walk Behind Concrete Saw, For the City of Troy Department of Public Works.**

Qty	Description	Price	Price	Price	Price
1	Tier 4 Compliant, 134 cc, 48 horsepower Yanmar 4 cylinder 4TNV88c-DHQ diesel engine with an eight gallon fuel tank. Shall also include INSTALLED Fifth Wheel Kit for the FS500, and a New Style 36" Blade Guard Assembly for the FS7000	\$27,490.00	\$27,870.00	\$27,885.70	\$29,735.00

Contact Information:

Hours of Operation:

24 Hour Phone #:

References: Y or N

Insurance Met: Y or N

Payment Terms:

Exceptions: Y or N

Acknowledgement: Y or N

Forms: Y or N

7:30AM-4:30PM	7AM-5PM M-SAT	7AM-5PM	7AM-5PM M-F
419-360-3310	586-819-9012	586-909-6111	734-347-8025
Y	Y	Y	Y
Y	Y	Y	Y
Net 30	Net 10	Net 30 Days	Net 30
N	N	N	N
Y	Y	Y	Y
Y	Y	Y	Y



**REVISED BID PROPOSAL FORM**

The undersigned proposes to FURNISH a HUSQVARNA WALK BEHIND CONCRETE SAW FOR THE CITY OF TROY DEPARTMENT OF PUBLIC WORKS 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: United Rentals

QTY	Proposal	Description	Price
1	FS5000 D 26" Husqvarna Manufacturer Item # HUS-967207307	TIER 4 Compliant, 134 cc, 48 horsepower Yanmar 4 cylinder 4TNV88c-DHQ diesel engine with an eight gallon fuel tank. Shall also include INSTALLED Fifth Wheel Kit for the FS5000, and a New Style 36" Blade Guard Assembly for the FS7000	\$ 22,975 <sup>00</sup>

*\*Saw as Specified shall be delivered with accessories installed.*

**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.

**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:**

Mike Pihaylic, Streets and Drains Operations Manager at (248) 524-3501 (Mike.Pihaylic@troymi.gov) is the designated City Representative for this project.

**CONTACT INFORMATION:**

Hours of operation: M-F 7AM - 5PM 24 Hour Phone No. 800-URrents 734-955-8464  
Contact Person: Bob Kowalski Phone No. 248-891-9507

COMPANY NAME: United Rentals



January 10, 2018  
Addendum 1  
ITB-COT 18-05  
Concrete Saw  
Page 1 of 2

**To All Bidders:**

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 18-05, Furnishing of Husqvarna Walk Behind Concrete Saw**. The CHANGES will be considered an integral part of the original proposal documents.

**QUESTION:** In the Bid Proposal page in the description it states a Fifth Wheel Kit for the FS500. Is it supposed to be the FS5000 that is associated with the proposal?

**ANSWER:** The Fifth Wheel Kit is for the FS5000. Use the REVISED Bid Proposal Form (which is Attached) when submitting Bid Response.

**QUESTION:** Also on the Bid Proposal page it states that it shall also include a Fifth Wheel Kit for the FS5000 and a New Style 36" Blade Guard Assembly for the FS7000. Is the saw to be delivered with all accessories installed on the saw?

**ANSWER:** Yes, the saw as specified shall include the installed accessories.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 18-05, **Furnishing of Concrete Saw**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, January 18, 2018 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY:

United Rentals

NAME OF REPRESENTATIVE:

John Tunniy's  
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

*John Tunniy's*

ADDRESS:

13461 Huron River Dr  
Romulus, MI 48174

DATE:

1-15-2018



## INSTRUCTIONS TO BIDDERS

ITB-COT 18-05

January 5, 2018

Sealed bid proposals to furnish a **HUSQVARNA WALK BEHIND CONCRETE SAW**, for the **City of Troy Department of Public Works**, will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **Thursday January 18, 2018 at 10:00 AM E.S.T.**, after which time they will be publicly opened and read in the Troy City Offices. Late bid submittals will not be accepted. Bid responses are not accepted via fax transmissions.

**MARK ENVELOPES: ITB-COT 18-05 CONCRETE SAW – ON THE LOWER LEFT-HAND CORNER.**

The bid proposals are for the Concrete Saw in accordance with the bid specifications. Specifications are listed in the bid proposal form on file in the office of the City Clerk.

All bids shall specify terms and show delivery dates. The City reserves the right to reject any or all bids, to waive any informality in the bid proposal received, and to accept any bid proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

1. Any and all bids submitted must be on the City of Troy bid proposal forms. If more than one bid is submitted, a separate bid proposal form must be used for each. Forms are enclosed or obtainable at the City of Troy's Purchasing Department or on the MITN (Michigan Intergovernmental Trade Network) website at [www.mitn.info](http://www.mitn.info).
2. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.

The following exception shall apply to installation projects. When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. All materials are to be F.O.B. delivered; freight paid to the respective work site(s). Please call 24 hours prior to delivery at (248) 524-3417 to allow a City representative to meet the truck(s) at the site.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 680-7291.
5. VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The City of Troy shall accept **NO CHANGES** to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims

5. VENDOR CHANGES (*Continued*)

that it had no knowledge of the changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates.

6. The City of Troy officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, [www.mitn.info](http://www.mitn.info) and obtain an official copy.
7. A successful bidder furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, General Liability, and Automobile Liability and to furnish a certificate of insurance showing coverage to the City's Purchasing Department within five (5) business days of a verbal request. The "Company Representative" does warrant that by signing the proposal document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
8. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
9. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.
10. A cashier's check, certified check, or money order in the **amount of \$1,500.00** must accompany the bid to insure the bid. **BID BONDS ARE NOT ACCEPTABLE.** The bid deposit of the successful bidder will be retained as performance surety until successful completion and acceptance of all contract requirements. The bid surety will be forfeited, if acceptable insurance is not received in accordance with specifications. All other bidders will have their bid deposits returned after the bid has been opened for at least 72 hours.

**SPECIAL INSTRUCTIONS**

- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance.
- Final bid results will be posted on the MITN website after award. Please register to see results - [www.mitn.info](http://www.mitn.info).





CITY OF TROY  
BID PROPOSAL

ITB-COT 18-05  
Page 1 of 6

The undersigned proposes to FURNISH a HUSQVARNA WALK BEHIND-CONCRETE SAW FOR THE CITY OF TROY DEPARTMENT OF PUBLIC WORKS 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: United Rentals (North America), Inc.

QTY	Proposal	Description	Price
1	FS5000 D 26" Husqvarna Manufacturer Item # HUS-967207307	TIER 4 Compliant, 134 cc, 48 horsepower Yanmar 4 cylinder 4TNV88c-DHQ diesel engine with an eight gallon fuel tank. Shall also include Fifth Wheel Kit for the FS500, and a New Style 36" Blade Guard Assembly for the FS7000	\$

*See Revised Bid proposal page for pricing.*

**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.

**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:**

Mike Pihaylic, Streets and Drains Operations Manager at (248) 524-3501 (Mike.Pihaylic@troymi.gov) is the designated City Representative for this project.

**CONTACT INFORMATION:**

Hours of operation: M - F 0600-1700 24 Hour Phone No. 877-874-4468 or 800-URRENTS

Contact Person: John Hunnius - Area General Manager Phone No. 877-874-4468 or 734-955-9291

COMPANY NAME: United Rentals (North America), Inc.

**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.

**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.

**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: City of Rochester Hills  
ADDRESS: 1000 Rochester Hills Drive Rochester Hills Mi 48309  
PHONE: 248-656-4600 CONTACT: Lisa Cummins  
EMAIL: lcummins@rochesterhills.org

COMPANY: Wayne County Airport Authority  
ADDRESS: I LC Smith Building Mezzanine Detroit MI. 48242 - 5004  
PHONE: 734-755-3584 CONTACT: Dave Garrett  
EMAIL: AP@WCAA-US

COMPANY: Birmingham Schools  
ADDRESS: 2305 Cole Birmingham, MI 48009  
PHONE: 248-203-3977 CONTACT: Leonard Dietrich  
EMAIL: ldietrich@birmingham.k12.mi.us

**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.

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.

- (X) We can meet the specified insurance requirements. PLEASE SEE ATTACHED COI
- ( ) 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.

COMPANY NAME: United Rentals (North America), Inc.

**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.

**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.

**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: John Hunnius

**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: 86-0933835

COMPANY: United Rentals (North America), Inc.

ADDRESS: 13461 HURON RIVER DRIVE CITY: Romulus STATE: MI ZIP: 48174

PHONE: ( ) 877-874-4468 FAX NUMBER: ( ) 877-735-7450

REPRESENTATIVE NAME: John Hunnius - Area General Manager  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: John Hunnius

PAYMENT TERMS: Net 30 WARRANTY: See Attached OEM WARRANTY

CHECK INCLUDED: \_\_\_\_\_ E-MAIL: govrents@ur.com

**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.

PLEASE SEE THE ATTACHED

**ACKNOWLEDGEMENT:**

I, John Hunnius - Area General Manager, 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](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: John Hunnius

**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.



**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.

<b>Vendor</b>	
Legal Name	United Rentals (North America), Inc.
Street Address	13461 HURON RIVER DRIVE
City	Romulus
State, Zip	MI, 48174
Corporate I.D. Number/State	60477Y/MI
Taxpayer I.D. #	86-0933835

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: *John Hunnius*

Printed Name of Vendor's Authorized Agent: John Hunnius - ~~Branch Manager~~ Area General Mgr.

Witness Signature: *Bob Kowalski*

Printed Name of Witness: Bob Kowalski



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

John Hunnius, being duly sworn deposed, says that he  
(Print Full Name)

is Area General Manager. 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.

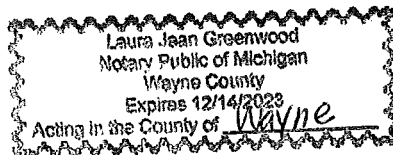
[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

[Signature]  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 15  
day of January, 2018  
in and for Wayne County.

My commission expires:

12/14/2023







**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.**

United Rentals (North America), Inc

Name of Agency/Company/Firm (Please Print)

John Hunnius - Area General Manager

Name and title of authorized representative (Please Print)

*John Hunnius*

Signature of authorized representative

Date

*1-12-2018*

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

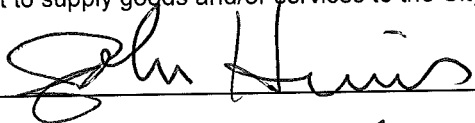


**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

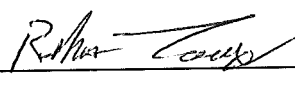
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

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Taxpayer I.D. #	86-0933835

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: John Hunnius - ~~Branch Manager~~ Area General Mgr

Witness Signature: 

Printed Name of Witness: Robert Torres



**STATEMENT OF NO BID  
CITY OF TROY**

**BID NUMBER:**  
**TITLE:**

**ITB-COT 18-05  
Concrete Saw**

**Please Send or Fax To:**

City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084  
FAX NUMBER: (248) 619-7608

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

<b>Check All That Apply</b>	<b>REASON</b>
<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](http://www.mitn.info).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
00/00/20XX

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 ABC Insurance Agency 123 Main Street Anywhere, USA	CONTACT NAME:		
	PHONE (A/C, No, Ext):	555-555-1234	FAX (A/C, No): 555-555-5678
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : ABC Insurance Company			00000
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED  
XYZ Construction Company  
456 Main Street  
  
Anywhere MI

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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		00-00-00-00	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	00-00-00-00	00/00/00	00/00/00	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

Additional Insured - See Endorsement  
 Cancellation Notice - See Endorsement  
 Primary & Non-Contributory - See Endorsement

Project name: \_\_\_\_\_

<b>CERTIFICATE HOLDER</b>  Entity Name Attn: Contact Name Entity Address City, State Zip	<b>CANCELLATION</b>  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  AGENT SIGNATURE

**Sample Additional Insured Endorsement for General Liability**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

Named Insured			Endorsement Number 4
Policy Symbol HDO	Policy Number 1	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured:  
Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

\_\_\_\_\_  
Authorized Agent

Sample Additional Insured Endorsement for Automobile Liability

**ADDITIONAL INSURED -  
DESIGNATED PERSONS OR ORGANIZATIONS**

Name of Insured			Endorsement Number 2
Policy Symbol ISA	Policy Number	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- TRUCKERS COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- GARAGE COVERAGE FORM
- EXCESS BUSINESS AUTO COVERAGE FORM
- EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative

UNITED RENTALS (NORTH AMERICA), INC.

POWER OF ATTORNEY

Know all men by these presents, that the undersigned, a Delaware corporation (the "Corporation"), hereby constitutes and appoints those individuals employed by the company with the title **Branch Manager, Area General Manager or District Manager**, its true and lawful attorney-in-fact to:

1. execute and submit, in the name and on behalf of the Corporation, bid documents and contracts arising out of such bid documents in relation to any **state and local government solicitations** provided that the Corporation's legal department has reviewed and approved such bid documents and contracts; and
2. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the Corporation in connection with such execution and submission.

The Corporation hereby grants to the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as such attorney-in-fact might or could do if personally present, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

Unless sooner terminated by the Corporation, this Power of Attorney shall remain in effect for a period of the earlier of (i) one (1) year from the date hereof; and (ii) the date the person appointed ceases to be employed as a **Branch Manager, Area General Manager or District Manager** of the Corporation.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 2nd day of January, 2018.

UNITED RENTALS (NORTH AMERICA), INC.

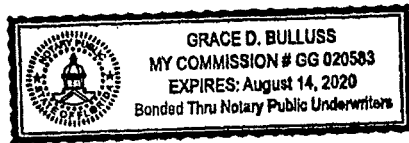
By: *Gregg L. Christensen*  
Name: Gregg L. Christensen  
Title: Vice President – National Accounts

STATE OF FLORIDA                    )  
  )        ss.  
COUNTY OF HILLSBOROUGH    )

On this 2nd day of January, 2018, before me personally came Gregg L. Christensen, to me known, and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he is the Vice President-National Accounts of United Rentals (North America), Inc., a Delaware corporation, and that said instrument was executed by him for and on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 2nd day of January, 2018.

*Grace D Bulluss*  
Notary Public



## REFERENCES

(1) CLIENT NAME: State of Mississippi (11 years)  
ADDRESS (Street): 701 Woolfolk Building Suite A  
ADDRESS (City, St, Zip): Jackson, MS 39201  
CONTACT NAME: Ross Campbell (Director / Marketing and Audit)  
TELEPHONE/E-MAIL: 601-359-2004 / [ross.campbell@dfa.ms.gov](mailto:ross.campbell@dfa.ms.gov)

(2) CLIENT NAME: University of Alabama (4 years)  
ADDRESS (Street): Building 1101 Jackson Avenue  
ADDRESS (City, St, Zip): Birmingham, Al 35294  
CONTACT NAME: Eric Dickey (Purchasing, Senior Buyer)  
TELEPHONE/E-MAIL: 205-348-6403 / [edickey@fa.ua.edu](mailto:edickey@fa.ua.edu)

(3) CLIENT NAME: University of Alabama Birmingham (4 years)  
ADDRESS (Street): 1530 3rd Ave. South, Admin. Building 620  
ADDRESS (City, St, Zip): Birmingham, Al 35294  
CONTACT NAME: Melissa Loats (Buyer, Procurement Contracts)  
TELEPHONE/E-MAIL: (205) 934-4424 / [mloats@uab.edu](mailto:mloats@uab.edu)

(4) CLIENT NAME: NC State University (16 years)  
ADDRESS (Street): Campus Box 7516  
ADDRESS (City, St, Zip): Raleigh, NC 27695  
CONTACT NAME: Jason Joyner, Construction Supervisor  
TELEPHONE/E-MAIL: 919.621.3874 / [jsjoyne2@ncsu.edu](mailto:jsjoyne2@ncsu.edu)

(5) CLIENT NAME: Public Works, Town of Zebulon, NC (16 years)  
ADDRESS (Street): 450 E. Horton Street  
ADDRESS (City, St, Zip): Zebulon, NC 27597  
CONTACT NAME: Chris D. Ray  
TELEPHONE/E-MAIL: 919-269-5285 / [cray@townofzebulon.org](mailto:cray@townofzebulon.org)

(6) CLIENT NAME: Director of Purchasing, Hub Coordinator Texas Department of Transportation (11 years)  
ADDRESS (Street): 3800 Jackson Avenue, Bldg.5  
ADDRESS (City, St, Zip): Austin, TX 78701  
CONTACT NAME: Glenn Hagler, CPPO,CTPM,CTCM  
TELEPHONE/E-MAIL: 512-374-5480 / [ghagler@dot.state.tx.us](mailto:ghagler@dot.state.tx.us)

(7) CLIENT NAME : Fleet Operations, Texas Department of Transportation (11 years)  
ADDRESS (Street): 3800 Jackson Avenue, Bldg.5  
ADDRESS (City, St, Zip): Austin, TX 78701  
CONTACT NAME: Rod Bliss  
TELEPHONE/E-MAIL: 512-374-5477 / [Rod.Bliss@txdot.gov](mailto:Rod.Bliss@txdot.gov)

(8) CLIENT NAME: Auburn University (11 years)  
ADDRESS (Street): 311 Ingram Hall  
ADDRESS (City, St, Zip): Auburn, Al 36849  
CONTACT NAME: Missty Kennedy (Manager, Procurement Services)  
TELEPHONE/E-MAIL: (334) 844-3568 / [kennem1@auburn.edu](mailto:kennem1@auburn.edu)

(9) CLIENT NAME: Auburn University (11 years)  
ADDRESS (Street): 1161 W. Samford Ave.  
ADDRESS (City, St, Zip): Auburn, Al 36849  
CONTACT NAME: Lloyd Albert (Director of Maintenance)  
TELEPHONE/E-MAIL: (334) 844-9500 / [alberlp@auburn.edu](mailto:alberlp@auburn.edu)

(10) CLIENT NAME: State of Louisiana (4 years)  
ADDRESS (Street): 1201 N. 3<sup>rd</sup> Street, Suite 2-160  
ADDRESS (City, St, Zip): Baton Rouge, LA 70804  
CONTACT NAME: Tommy Politz (State Purchasing Officer)  
TELEPHONE/E-MAIL: (334) 844-9500 / [thomas.politz@la.gov](mailto:thomas.politz@la.gov)

**\*\*All above references used our entire portfolio, utilizing general rentals and specialty equipment\*\***





**UNITED RENTALS (NORTH AMERICA), INC.  
EXCEPTIONS TO:**

**THE CITY OF TROY, MICHIGAN  
HUSQVARNA WALK BEHIND CONCRETE SAW  
ITB-COT 18-05**

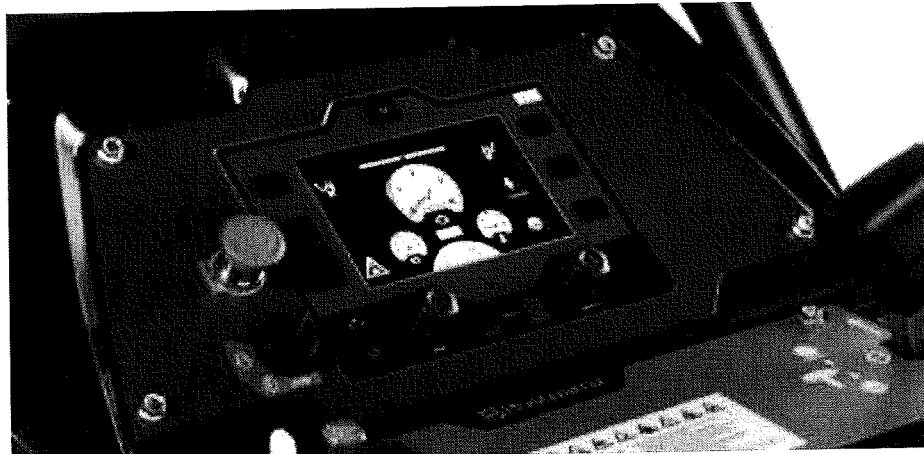
The submission of the attached bid by United Rentals (North America), Inc. ("Vendor") is subject to the exceptions set forth below.

<b>SECTION; PAGE NUMBER</b>	<b>EXCEPTION; EXPLANATION</b>
Instructions to Bidders, paragraph 8, page 2	Vendor requests that this section be modified to reflect that Vendor's indemnification, defense and save harmless obligations shall be limited to claims to the extent caused by the negligence or willful misconduct of vendor during delivery of the goods sold hereunder. Vendor's liability for costs and expenses shall be limited to those that are reasonable and actual, including reasonable attorney fees. In no event shall Vendor be liable for incidental, special or consequential damages.
Bid Proposal, Proof of Insurance, page 5	Vendor requests that the following sentence be deleted in its entirety:  "Copies or certified copies of all policies mentioned above all shall be furnished, if so requested."  Vendor shall provide the required coverages as evidenced by the attached Certificate of Insurance, and in the event of a successful award, Vendor shall provide the applicable endorsements at the time of contracting.

## CONFIDENTIAL

This document is to be handled with care. The information should not be made public.

## SMB, HMI Extended Warranty, FS5000, FS7000, 2016-07



*Picture 1: FS5000 & FS7000 Control Panel (HMI)*

### SYMPTOM/DESCRIPTION

High levels of vibration in the HMI control panel can lead to premature failure. An extended warranty is offered until further notice.

### AFFECTED UNITS

All FS7000 and FS5000.

### CORRECTIVE ACTION

All warranty claims that is connected to the HMI Control Panel will be covered by the Category up to 4 years or 2000 h whichever comes first. If necessary, replace the Control Panel HMI and register a claim in Web Warranty. Warranty coverage for all other parts is not affected.

## PARTS INFORMATION

Parts included in the campaign:

Model	Part Number
FS5000	586 83 08-01
FS7000	586 83 09-01

## WARRANTY INFORMATION

Enter the warranty information in WebWarranty and fill out the document in Appendix 1. Send the document to [mattias.holmdahl@husqvarnagroup.com](mailto:mattias.holmdahl@husqvarnagroup.com). You will then receive credit for your HMI panel.

<b>Warranty Type:</b>	Exchange Campaign
<b>Component Code:</b>	754 Display
<b>Defect Code:</b>	55
<b>Cause of Failure:</b>	SMB M160013

## Appendix 1

Saw and Customer Information	
Country:	
Contact person at Husqvarna:	
Model:	
Serial number:	
Customer:	
Running hours:	

HMI (Control Panel) Information	
Serial number:	
Running hours:	
Fault description: (e.g.: Fog, Black screen, Loss of potentiometer function, Display issue, Loss of functionality)	



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**2014 MODEL YEAR**  
**CERTIFICATE OF CONFORMITY**  
**WITH THE CLEAN AIR ACT OF 1990**

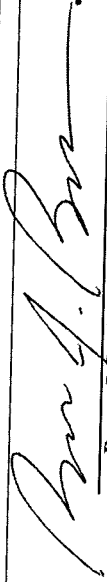
**OFFICE OF TRANSPORTATION  
 AND AIR QUALITY**  
**ANN ARBOR, MICHIGAN 48105**

**Certificate Issued To:** Yanmar Co., Ltd.  
 (U.S. Manufacturer or Importer)

**Certificate Number:** EYDXL2.19NDA-023

**Effective Date:**  
 12/18/2013

**Expiration Date:**  
 12/31/2014



Byron J. Bunker, Division Director  
 Compliance Division

**Issue Date:**  
 12/18/2013

**Revision Date:**  
 N/A

**Model Year:** 2014

**Manufacturer Type:** Original Engine Manufacturer

**Engine Family:** EYDXL2.19NDA

**Mobile/Stationary Indicator:** Both

**Emissions Power Category:** 19<=kW<37

**Fuel Type:** Diesel

**After Treatment Devices:** PTOX-DPF-Active

**Non-after Treatment Devices:** Electronic/Electric EGR - Cooled, Electronic Control, Engine Design Modification

Pursuant to Section 111 and Section 213 of the Clean Air Act (42 U.S.C. sections 7411 and 7547) and 40 CFR Parts 60 and 1039, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Parts 60 and 1039 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Parts 60 and 1039 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Parts 60 and 1039.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Parts 60 and 1039. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Parts 60 and 1039.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

2018-02-014-J-4c



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: January 29, 2018

To: Brian Kischnick, City Manager

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

Subject: Standard Purchasing Resolution 1 – Award to Low Bidder- Concrete Saw

### History

- The Streets and Drains Division is responsible for the maintenance of all city major, industrial, and local roads.
- Maintenance responses often require the Streets and Drains Division to remove sections of the roadway.
- A concrete saw is necessary to cut pavement surfaces so it can be removed successfully.
- The division's current concrete saw is 20 years old and has consumed its useable life.

### Purchasing

- On January 1, 2018 an Invitation to Bid was issued and posted on the Michigan Inter-governmental Trade Network (MITN) website. [www.mitn.info](http://www.mitn.info).
- January 18, 2018 a bid opening was conducted and Bids were received as required by the City Charter and Code for the purchase of a concrete saw. Below is a summary of potential firms.

<b>Companies notified via MITN</b>	223
Troy Companies notified via MITN	5
Troy Companies - Active email Notification	4
Troy Companies - Active Free	1
<b>Companies that viewed the bid</b>	34
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.

Seven (7) bid responses were received. *United Rentals (North America) Inc, of Romulus, MI* is the low bidder and meets all specifications.

### Financial

- Funds in the amount of \$30,000 are available in Account #401.447.479.7978.010.
- Project #2018C0016.

*United Rental  
Romulus  
\$22,975.-*



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Recommendation**

City management recommends awarding a contract for the purchase of one (1) Husqvarna walk- behind concrete saw including the installed various options as specified to the low bidder, *United Rentals, Inc. of Romulus, MI* for an estimated total cost of \$22,975.00 at the unit price contained in the bid tabulation opened January 18, 2018.

Opening Date: 1/18/2018  
 Reviewed Date: 1/19/2018

BID TABULATION  
 CITY OF TROY  
 CONCRETE SAW

ITB-COT 18-05  
 Pg. 1 of 2

Vendor Name:	United Rentals (North America), Inc.	Ace Cutting Equipment	Cougar Sales and Rental, Inc
	Romulus, MI	Novi, MI	Novi, MI
Check #:	1628305591	1612804474	No Bid Deposit

**Proposal: Furnish a HUSQVARNA Walk Behind Concrete Saw, For the City of Troy Department of Public Works.**

Qty	Description	Price	Price	Price
1	Tier 4 Compliant, 134 cc, 48 horsepower Yanmar 4 cylinder 4TNV88c-DHQ diesel engine with an eight gallon fuel tank. Shall also include INSTALLED Fifth Wheel Kit for the FS500, and a New Style 36" Blade Guard Assembly for the FS7000	\$22,975.00	\$26,916.00	\$27,660.00
Contact Information:		7AM-5PM M-F	7AM-5PM M-F	7AM-5PM
Hours of Operation:		734-955-8464	248-449-4944	248-348-8864
24 Hour Phone #:		Y	Y	Y
References: Y or N		Y	Y	Y
Insurance Met: Y or N		Net 30	Net 30	Net 30
Payment Terms:		N	N	N
Exceptions: Y or N		Y	Y	Y
Acknowledgement: Y or N		Y	Y	Y
Forms: Y or N				

Attest:  
 \_\_\_\_\_  
 Enna Bachelor  
 \_\_\_\_\_  
 Sue Reisterer  
 \_\_\_\_\_  
 Kurt Bovensiep

  
 \_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager



Opening Date: 1/18/2018  
 Reviewed Date: 1/19/2018

BID TABULATION  
 CITY OF TROY  
 CONCRETE SAW

ITB-COT 18-05  
 Pg. 2 of 2

Vendor Name:	Howard T. Moriarty Co., Inc.	Chet's Rent All	Contractors Connection, Inc.	Buck and Knobby Equipment Co.
	Toledo, OH	Rochester Hills, MI	Shelby Twp., MI	Ottawa Lake, MI
Check #:	4467337590	001193984	29163761	29163015

**Proposal: Furnish a HUSQVARNA Walk Behind Concrete Saw, For the City of Troy Department of Public Works.**

Qty	Description	Price	Price	Price	Price
1	Tier 4 Compliant, 134 cc, 48 horsepower Yanmar 4 cylinder 4TNV88c-DHQ diesel engine with an eight gallon fuel tank. Shall also include INSTALLED Fifth Wheel Kit for the FS500, and a New Style 36" Blade Guard Assembly for the FS7000	\$27,490.00	\$27,870.00	\$27,885.70	\$29,735.00

Contact Information:				
Hours of Operation:		7:30AM-4:30PM	7AM-5PM M-SAT	7AM-5PM
24 Hour Phone #:		419-360-3310	586-819-9012	586-909-6111
References:	Y or N	Y	Y	Y
Insurance Met:	Y or N	Y	Y	Y
Payment Terms:		Net 30	Net 10	Net 30 Days
Exceptions:	Y or N	N	N	N
Acknowledgement:	Y or N	Y	Y	Y
Forms:	Y or N	Y	Y	Y

**Standard Purchasing Resolution 1 - Award Low Bidder- Concrete Saw**

RESOLVED, That Troy City Council hereby AWARDS a contract to purchase one (1) Husqvarna walk- behind concrete saw including the installed various options as specified to the low bidder, *United Rentals, Inc. of Romulus, MI* for an estimated total cost of \$22,975.00 at the unit price contained in the bid tabulation opened January 18, 2018; a copy of which shall be ATTACHED to the original Minutes of this meeting.



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)  
9/15/2017

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

PRODUCER LOCKTON COMPANIES  
2100 ROSS AVENUE, SUITE 1400  
DALLAS TX 75201  
214-969-6700

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property & Casualty Insurance Co	20699
INSURER C: North American Capacity Insurance Co	25038
INSURER D: Indemnity Insurance Co of North America	43575
INSURER E: ACE Fire Underwriters Insurance Company	20702
INSURER F: Agri General Insurance Company	42757

INSURED UNITED RENTALS (NORTH AMERICA), INC.  
1352196 3120 SPUR 482  
SUITE B  
IRVING TX 75062

COVERAGES \* CERTIFICATE NUMBER: 12285417 REVISION NUMBER: XXXXXXXX

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"/> \$2,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	XSL G27869245	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ISA H09062695	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOO G27905997 003	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
D A E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C64417289 (AOS) WLR C64417368 (AZ, CA, MA) SCF C6441740A (WI) WLR C64417320 (TN)	10/1/2017 10/1/2017 10/1/2017 10/1/2017	10/1/2018 10/1/2018 10/1/2018 10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A C	Excess Workers Compensation Tx Non-Subscriber	N	N	WCU C64417447 (WA) EEG0000367-03	10/1/2017 10/1/2017	10/1/2018 10/1/2018	\$2M EACH ACC/EMP/AGG \$5MM CSL/TOT/IND/OCC

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

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

12285417  
FOR INFORMATION ONLY

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

AUTHORIZED REPRESENTATIVE

*Frank Scuderi*

**UNITED RENTALS, INC. AND ALL SUBSIDIARIES CERTIFICATE CONTINUATION  
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY  
ENDORSEMENT/SPECIAL PROVISIONS CONT.**

RE: ALL OPERATIONS PERFORMED FOR THE CERTIFICATE HOLDER.

BLANKET ADDITIONAL INSURED - ANY PARTY, WHERE REQUIRED BY WRITTEN CONTRACT.  
APPLIES TO GENERAL LIABILITY FORM XS-21164a (04/13) AND AUTO LIABILITY FORM  
DA-9U74c (03/16).

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - ANY  
PERSON OR ORGANIZATION, WHERE REQUIRED BY WRITTEN CONTRACT. APPLIES TO  
GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES. PER STATE  
LAWS, WAIVER OF SUBROGATION DOES NOT APPLY IN NEW JERSEY, NEW HAMPSHIRE AND  
KENTUCKY FOR WORKERS COMPENSATION.

COVERAGE IS PRIMARY AND NON-CONTRIBUTORY PER TERMS OF ENDORSEMENT XS-20288a  
(05/14).

**GENERAL LIABILITY POLICY INCLUDES:**

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT FORM XS-21164a (04/13);  
ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS.

CONTRACTUAL LIABILITY  
"XCU" HAZARDS  
BROAD FORM PROPERTY DAMAGE COVERAGE  
INDEPENDENT CONTRACTORS COVERAGE

**WORKERS' COMPENSATION SELF INSURED/STATE FUND POLICIES:**

STATE OF WASHINGTON - SELF INSURED CERTIFICATE # 601, 908, 516  
STATE OF NORTH DAKOTA - STATE FUND EMPLOYER ACCT # 821330  
STATE OF OHIO - STATE FUND POLICY # 1303683  
STATE OF WEST VIRGINIA - STATE FUND POLICY # 20302489-101  
STATE OF WYOMING - STATE FUND POLICY # 00134808

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

Named Insured United Rentals, Inc.		Endorsement Number
Policy Number XSL G27869245	Policy Period 10/1/2017 TO 10/1/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any party, not otherwise specifically named on an Additional Insured has agreed to make an additional insured prior to the date of loss, pursuant to either a written contract or the approval of the VP of Risk Management	All locations where you are performing operations for such additional insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance of repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.