

CITY COUNCIL MINUTES

October 12, 2020

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – DPW Sectional Garage Door and Opener Replacement at the Parks Maintenance Garage

Resolution #2020-10-145-J-4a

Moved by Abraham

Seconded by Hamilton

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the overhead door and opener replacement at the Department of Public Works, Parks Maintenance Garage to the low bidder meeting specifications, *KVM Door Systems of Clinton Township, MI* at prices contained in the bid tabulation opened October 1, 2020, a copy of which shall be **ATTACHED** to the original minutes of this meeting, for an estimated total of \$17,499 and a 10% contingency of \$1,750, not to exceed budgetary limitations.

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

Yes: Baker, Abraham, Brooks, Chamberlain-Creangă, Erickson Gault, Hamilton

No: None

Absent: Hodorek

MOTION CARRIED

PURCHASE ORDER

No. 2021-00000533
 DATE: 10/21/2020
 PAGE: 1 of 1
 FOB DESTINATION

Ship To

CITY OF TROY
 Building Operations
 4695 ROCHESTER ROAD
 TROY, MI 48085

Bill To

CITY OF TROY
 Building Operations
 4693 ROCHESTER ROAD
 TROY, MI 48085

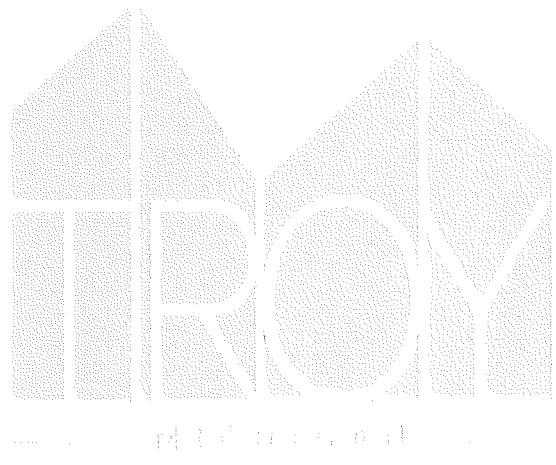
COUNCIL RESOLUTION
 2020-10-145-J-4a

VENDOR NO. 144278

Vendor

KVM DOOR SYSTEMS INC
 24387 SORRENTINO COURT
 CLINTON TOWNSHIP, MI 48035

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Parks Garage - South Elevation (2) Overhead Doors	17,499.0000	\$17,499.00



Entered By: MaryBeth Murz

\$17,499.00

Special Instructions:

CITY COUNCIL AWARD DATE: 10/12/2020.

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.

VENDOR NAME:	KVM Door Systems Inc.	Secure Door, LLC	Allied Building Service Company	McKernan Doors, Inc.
CITY:	Clinton Twp., MI	Mt. Clemens, MI	Detroit, MI	Roseville, MI
CHECK NUMBER:	4472500516	*No Check Submitted	*No Check Submitted	*No Check Submitted
CHECK AMOUNT:	\$1,000.00			

PROPOSAL: Purchase and Installation of Overhead Door Systems

DPW Parks Garage - South Elevation - Two (2) Grounds Department Overhead Doors.

1. Remove and dispose of the existing overhead door operators. Remove and dispose of two (2) obsolete overhead door systems.

2. Furnish and Install two (2) new Clopay Manufactured Commercial 3200 series overhead door systems with 2" thick sandwich insulated sections and "full view" lights in each door.

3. Furnish and install two (2) new commercial grade LiftMaster T51L5 operators with thru-beam upgraded NEMA-4 electric safety eyes.

Note: All new wiring shall be enclosed in conduit

Total Cost:	\$17,499.00	\$18,522.00	\$19,577.15	\$28,495.00
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Descriptive Literature:	Y or N	Y	Y	Y	Y
Site Visit:	Y or N	Y - 1/15/2019	N	N	Y - 9/23/2020
Able to Meet Delivery Schedule:	Y or N	Y	Y	Y	N
Hours of Operation:		6AM - 5PM	7AM - 5PM	7AM - 5PM	M-F 8AM - 4:30PM
Contact Phone #:		586-790-4540	586-792-2402	248-773-6851	586-778-4666
Able to Comply with Subcontractor Requirement:	Y or N	Y	Y	Y	Y
References:	Y or N	Y	Y	Y	Y
Meet Insurance Requirements:	Y or N	Y	Y	Y	Y
Payment Terms:		Net 30	Net 30	Net 30	100% at completion
Warranty:		1 year parts; 1 year labor	1 year warranty	1 year workmanship	5 yr./1 yr.
Exceptions:	Y or N	N	The windows cannot be "full view" window section due to size	N	N
Allow Bid to be broken up by item	Y or N	Y	Y	N	N
Acknowledgement:	Y or N	Y	Y	Y	Y
Forms:	Y or N	Y	Y	Y	Y

Attest:
 (*Bid Opening conducted via a Go-To Meeting)
 Dennis Trantham
 Kristine Kallek
 Jodi Kolakowski
 Jackie Ahlstrom

MaryBeth Murz,
 Purchasing Manager



CITY OF TROY
ELECTRONIC BID PROPOSAL

ITB-COT 21-10
Page 1 of 6

The undersigned proposes to purchase and install **Overhead Door Systems for the City of Troy Department of Public Works**, in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: KVM Door Systems Inc.

Description	Total Cost
<p>DPW Parks Garage - South Elevation - Two (2) Grounds Department Overhead Doors.</p> <p>1. Remove and dispose of the existing overhead door operators. Remove and dispose of two (2) obsolete overhead door systems.</p> <p>2. Furnish and Install two (2) new Clopay Manufactured Commercial 3200 series overhead door systems with 2" thick sandwich insulated sections and "full view" lights in each door.</p> <p>3. Furnish and install two (2) new commercial grade LiftMaster T51L5 operators with thru-beam upgraded NEMA-4 electric safety eyes.</p> <p>Note: All new wiring shall be enclosed in conduit.</p>	<p>\$ 17,499</p>

* **BID AS SPECIFIED. NO ALTERNATES SHALL BE ACCEPTED.**

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the conditions in the City of Troy and the type of work required, the bidder hereby proposes to furnish all labor, materials, equipment and supplies, to provide the services specified in the bid proposal documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:



NOTE: Pricing shall include all delivery costs, handling, and installation.

UNIT PRICES:

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

DESCRIPTIVE LITERATURE:

Please attach descriptive or pertinent literature relevant to your company's bid proposal at the time of bid submission. It is attached and marked product data for your identification.

ADDITIONAL INFORMATION:

For questions about the specifications, please contact **Mr. Dennis Trantham**, Facilities & Grounds Operations Manager at (248) 524-3503, between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

DELIVERY:

All items are to be F.O.B. delivered, freight paid with inside delivery, to the Troy Department of Public Works, 4693 Rochester Road, Troy, MI 48085, ATTN: Dennis Trantham.

SITE INSPECTION:

Any prospective bidders may schedule an on-site appointment in order to inspect the existing equipment to be removed before bids are submitted. Please contact Dennis Trantham, Facilities & Grounds Operations Manager at (248) 524-3503, between the hours of 8:00 am and 4:30 pm, Monday through Friday to make an appointment.

- Our Company visited the site on: 1/15/2019
 Our company did not visit the site.

DELIVERY SCHEDULE:

It is preferred all doors and equipment be delivered and installed at the Troy Department of Public Works by **December 11, 2020**. It will be the successful bidder's responsibility to work with the department representative to establish an acceptable delivery and installation schedule. Installation shall be within two (2) business days after receipt of the equipment at the City's location. The equipment should not be delivered to the City's site unless the equipment is to be installed and made ready for use within the above parameters. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

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

DOWN-PAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment as specified, warranties, 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 bidder(s) meeting specifications for the purchase of Overhead Doors or to combine the items in whatever manner is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations.

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.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase orders will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will not be issued.

COMPANY NAME: KVM Door Systems Inc.

CONTRACT FORMS:

Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated.

CONTACT INFORMATION:

Hours of Operation: 6 am - 5 pm Contact Phone #: 586.790.4540

WARRANTY:

State Warranty: 1 year parts, 1 year labor

SUBCONTRACTORS:

Service and warranty work cannot be subcontracted. The successful bidders(s) must be able to service and repair the equipment bid with in-house personnel.

Our Company complies with this requirement: (Circle one) **YES** or NO

REFERENCES:

Please submit a list of **THREE CUSTOMERS** that currently use the make and model of the equipment bid. Include the name of the company, the address, phone number, contact person and email. The references are as follows:

COMPANY	ADDRESS	CONTACT PERSON	EMAIL	PHONE	YEAR PURCHASED
State of MI	3044 Grand River	Tom Hoybrecht	hoybrecht@midhign.gov		313.456.2041
Kroger of MI	408 986 River	Tabitha Little	tabitha.little@kroger.com		248.957.8278
City of Troy	500 Big Beaver	Laura Campbell	lcampbell@troymt.gov		248.524.3368

COMPANY NAME: KVM Door Systems Inc.

INSURANCE:

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.

COMPANY NAME: KVm Door Systems Inc.

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.

COMPANY NAME: KVM Door Systems Inc.

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 120 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through delivery, installation, and final acceptance as operational in accordance with the bid specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: M/D Keighley

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 - 3272000

COMPANY NAME: KVM Door Systems Inc.

ADDRESS 24387 Sorrentino Ct CITY Clinton Twp STATE MI ZIP 48035

PHONE NUMBER (586) 790-4540 FAX NUMBER (586) 790-4542

REPRESENTATIVE'S NAME Michael D Keighley
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE M/D Keighley

PAYMENT TERMS: Net 30 WARRANTY: 1 Year

E-MAIL: mkeighley@kvmdoor.com COMPLETION DATE: AS SPECIFIED

EXCEPTIONS:

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

NONE

Check this box if your bid is not to be broken up by item and based on an all or none award.

ACKNOWLEDGEMENT:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: M/D Keighley

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 MSDS at the time of bid submission.

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



Legal Status of Bidder:

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

KVM Door Systems Inc.

A **corporation** duly organized and doing business under the laws of the State of MI for whom Michael Keighley, bearing the office title of VP, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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**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.

KVM Door Systems Inc.
Name of Agency/Company/Firm (Please Print)

Michael D Keighley V.P.
Name and title of authorized representative (Please Print)

Signature of authorized representative
9/30/2020
Date

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



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Michael D Keighley, being duly sworn deposed, says that he/she
(Print Full Name)

is VP. 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 30 day of September, 2002 in and for Marion County.

My commission expires:

February 18, 2021



**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	KVM Door Systems Inc.
Street Address	24387 Sorrentino Court
City	Clinton Twp
State, Zip	MI 48035
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3272000

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: MDK

Printed Name of Vendor's Authorized Agent: Michael D Keighley

Witness Signature: Kenneth L Valia

Printed Name of Witness: Kenneth L Valia



Proposer's Sworn and Notarized Familial Disclosure
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of KVM Door Systems (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of

NONE and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:
KVM Door Systems
By: [Signature]
Its: VP

STATE OF MICHIGAN)

)ss.

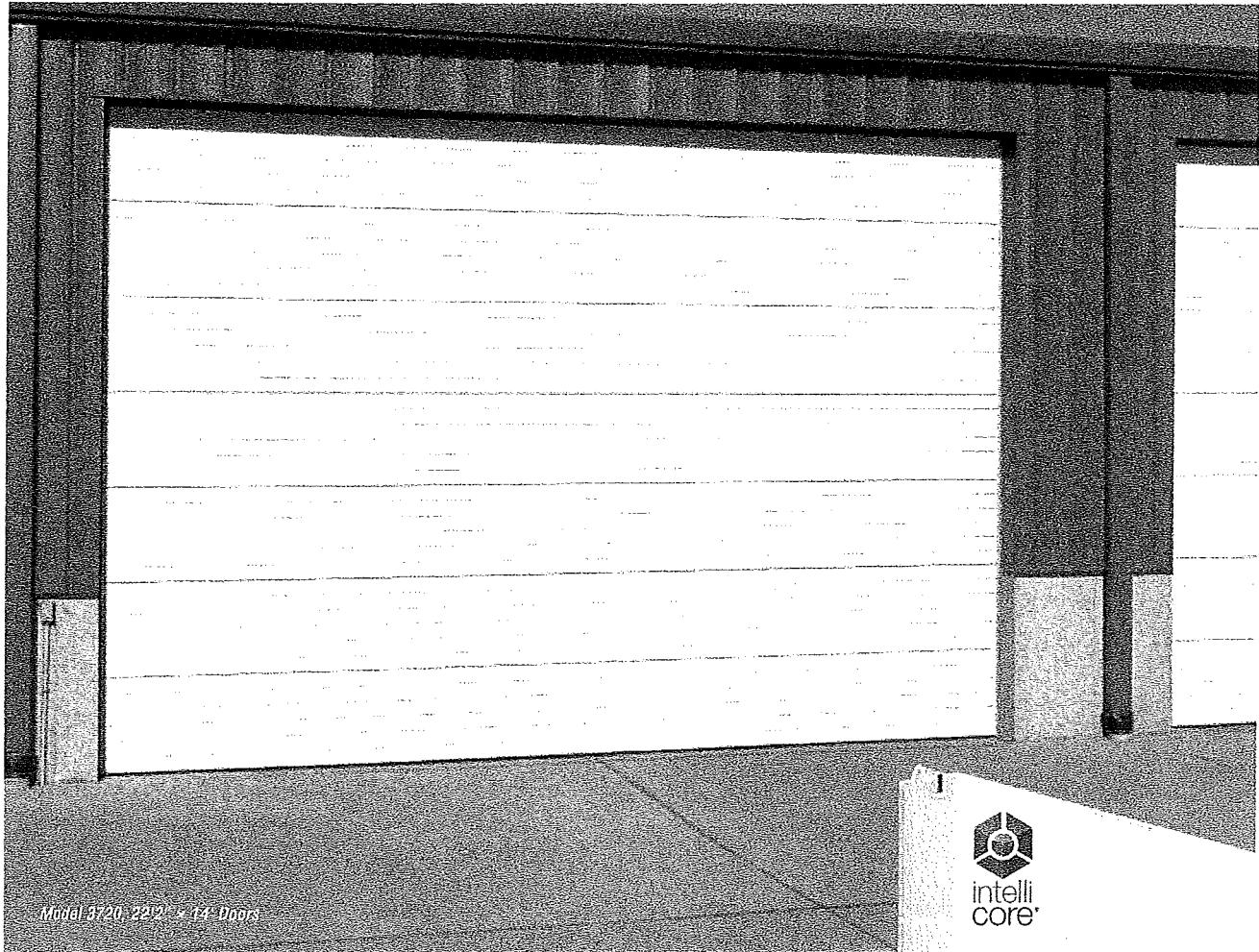
COUNTY OF Macomb)

This instrument was acknowledged before me on the 30 day of September, 2020, by

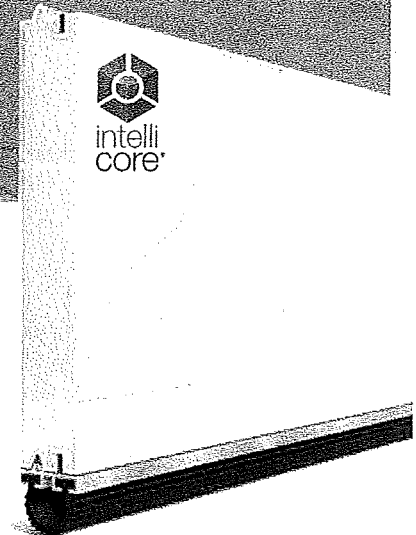
[Signature]

CLOPAY COMMERCIAL – MODELS 3720, 3721, 3723
energy series with intellicore

 Clopay®



Model 3720, 22'2" x 14' Doors



POLYURETHANE INSULATED STEEL DOORS

Clopay's Model 3720, 3721 and 3723 are polyurethane insulated steel commercial and industrial doors designed for facilities where energy efficiency and durability are required.

- Foamed in place Intellicore® polyurethane insulation with thermal break provides strength and energy efficiency. R-value 18.4.
- 2" thick door with three-layer steel front, insulated middle, and steel backing provides durability, strength and quiet operation.
- Three-stage steel paint process, inside and out, delivers a virtually maintenance free finish.
- Multiple window sizes and glazing options provide visibility, energy efficiency and design options.



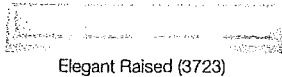
Panels are pre-painted inside and out to inhibit rust. Hot-dipped, galvanized steel is painted with primer and given a tough oven-baked polyester top coat to provide the most rust-resistant steel door available. Ten-year warranty against rust-through.

clopaycommercial.com

PANEL DESIGN

Minor Ribbed (3720)

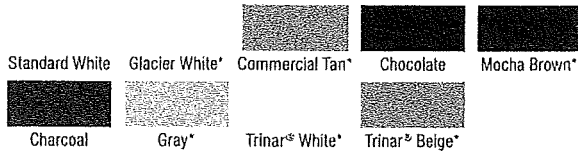
Flush (3721)



Elegant Raised (3723)

COLOR OPTIONS

MODEL 3720



ADDITIONAL COLORS FOR MODELS 3721, 3723



CUSTOM PAINT OPTION



Color Blast® finish offers more than 1,500 Sherwin-Williams® color options to complement your building design. This durable two-part paint system has been thoroughly tested and is backed by a five-year warranty.

Due to solar reflective formulation to meet greater than a 38 LRV some colors may not be available.

FEATURES

STANDARD HARDWARE

- TPE astragal in aluminum retainer
- Commercial 10-ball steel rollers (nylon tires available)
- Steel step plate and lift handle
- Galvanized steel end stiles
- Inside slide lock for increased security
- 2" or 3" track
- 10,000 cycle springs
- Galvanized aircraft cable with minimum 7:1 safety factor
- Variety of track configurations to meet building specifications

MATERIALS AND CONSTRUCTION

Panel Thickness	2"
Insulation	CFC and HCFC-free Intellicore® polyurethane
R-value	18.4*
Thermal Break	Continuous foam
Exterior Steel	27 gauge (.41 mm)
Interior Steel	27 gauge (.41 mm)
Exterior Surface	Stucco embossed, minor ribbed (3720) Woodgrain embossed, flush (3721) Woodgrain embossed, elegant raised (3723)
Max Width	3720: 32'2" 3721/3723: 24'2"
Max Height	3720: 26' 3721/3723: 18'
Exterior Colors	Standard White, Glacier White, Almond, Desert Tan, Sandtone, Commercial Tan, Chocolate, Mocha Brown, Charcoal, Gray, Trinar® White and Trinar® Beige. Also available in Color Blast® finish.
Interior Color	Standard White
Limited Warranties	10-year delamination 10-year rust-through 5-year Color Blast® finish 1-year material and workmanship

*Calculated door section R-value is in accordance with DASMA TDS-163. For special sizes, applications and options, consult Commercial Information Assistance (CIA) at 1-800-526-4301.



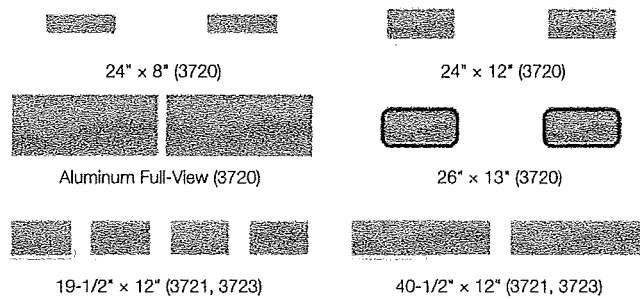
For more information on these and other Clopay products, call 1-800-526-4301 or visit clopaycommercial.com



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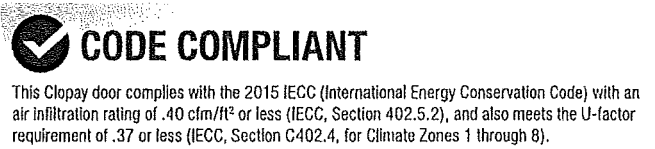
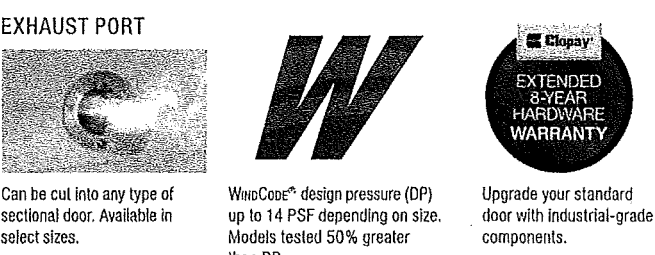
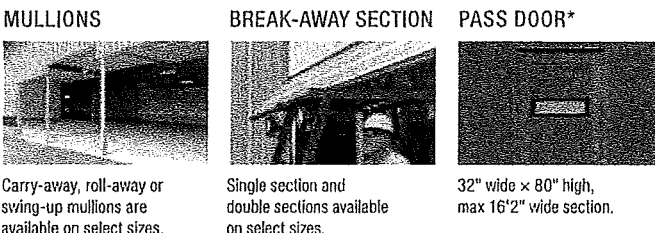
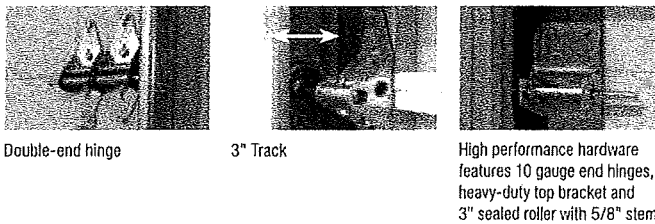
ADDITIONAL OPTIONS

WINDOW OPTIONS



Model 3720 is available with nominal insulated, nominal insulated tempered or tempered glass. Full-view section, preprinted Standard White or Chocolate; glazing options include DSB, tempered, plexiglass, insulated, insulated tempered and polycarbonate. 26" x 13" windows are available with Lexan® or plexiglass. Models 3721 and 3723 are available with DSB, plexiglass and insulated glass.

HEAVY-DUTY HARDWARE (where not standard)



CMD-3720-07_REV0520



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: October 5, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications - DPW Sectional Garage Door and Opener Replacement at the Parks Maintenance Garage

History

- The existing sectional doors and openers in the Parks Maintenance Garage at the Department of Public Works have reached the end of their useful life requiring frequent service calls and repairs.
- In an effort to conserve energy, the replacement sectional doors will be insulated.
- Openers and springs are commercial grade and have extended life.
- Doors and openers were identified in the Facilities Condition Assessment and Analysis.

Purchasing

- On October 1, 2020 a bid opening was conducted as required by the City Charter/Code for DPW Sectional Garage Door and Opener Replacement at the Parks Maintenance Garage.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info.
- One Hundred and ninety-two (192) vendors were notified via the MITN website. Four (4) bids were received. The summary of the vendor responses is detailed below.
- *KVM Door Systems Inc. of Clinton Township, MI* is the low bidder meeting specifications.

Companies notified via MITN	192
Troy Companies notified via MITN	7
Troy Companies - Active email Notification	7
Troy Companies - Active Free	0
Companies that viewed the bid	8
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.



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Financial

Funds are budgeted and available in the Public Works Capital Projects Fund under Project Number 2021C0047 for the 2021 fiscal year. Expenditures will be charged to account number 401.464.7975.900.

Recommendation

City Management recommends awarding a contract for the replacement of overhead garage doors and openers at the Department of Public Works, Parks Maintenance Garage to the low bidder meeting specifications; *KVM Door Systems Inc. of Clinton Township, MI* at prices contained in the bid tabulation opened October 1, 2020 for an estimated total of \$17,499 and a 10% contingency of \$1,750, not to exceed budgetary limitations.

VENDOR NAME:	KVM Door Systems Inc.	Secure Door, LLC	Allied Building Service Company	McKernan Doors, Inc.
CITY:	Clinton Twp., MI	Mt. Clemens, MI	Detroit, MI	Roseville, MI
CHECK NUMBER:	4472500516	*No Check Submitted	*No Check Submitted	*No Check Submitted
CHECK AMOUNT:	\$1,000.00			

PROPOSAL: Purchase and Installation of Overhead Door Systems

DPW Parks Garage - South Elevation - Two (2) Grounds Department Overhead Doors.

1. Remove and dispose of the existing overhead door operators. Remove and dispose of two (2) obsolete overhead door systems.
2. Furnish and Install two (2) new Clopay Manufactured Commercial 3200 series overhead door systems with 2" thick sandwich insulated sections and "full view" lights in each door.
3. Furnish and install two (2) new commercial grade LiftMaster T51L5 operators with thru-beam upgraded NEMA-4 electric safety eyes.

Note: All new wiring shall be enclosed in conduit

Total Cost:	\$17,499.00	\$18,522.00	\$19,577.15	\$28,495.00
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Descriptive Literature:	Y or N	Y	Y	Y	Y
Site Visit:	Y or N	Y - 1/15/2019	N	N	Y - 9/23/2020
Able to Meet Delivery Schedule:	Y or N	Y	Y	Y	N
Hours of Operation:		6AM - 5PM	7AM - 5PM	7AM - 5PM	M-F 8AM - 4:30PM
Contact Phone #:		586-790-4540	586-792-2402	248-773-6851	586-778-4666
Able to Comply with Subcontractor Requirement:	Y or N	Y	Y	Y	Y
References:	Y or N	Y	Y	Y	Y
Meet Insurance Requirements:	Y or N	Y	Y	Y	Y
Payment Terms:		Net 30	Net 30	Net 30	100% at completion
Warranty:		1 year parts; 1 year labor	1 year warranty	1 year workmanship	5 yr./1 yr.
Exceptions:	Y or N	N	The windows cannot be "full view" window section due to size	N	N
Allow Bid to be broken up by item	Y or N	Y	Y	N	N
Acknowledgement:	Y or N	Y	Y	Y	Y
Forms:	Y or N	Y	Y	Y	Y

Attest:

(*Bid Opening conducted via a Go-To Meeting)

Dennis Trantham
 Kristine Kallek
 Jodi Kolakowski
 Jackie Ahlstrom

MaryBeth Murz,
 Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2020

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 P L Marti Insurance Agency 22440 Hall Road Clinton Township MI 48036		CONTACT NAME: Laura Pallisco PHONE (A/C, No, Ext): (586) 569-0440 FAX (A/C, No): (586) 569-0384 E-MAIL ADDRESS: Laura.Pallisco@MorrisInsuranceGroup.com	
INSURED Kvm Door Systems Inc 24387 Sorrentino Ct Clinton Township MI 48035-3239		INSURER(S) AFFORDING COVERAGE INSURER A: Home-Owners Ins. Co. NAIC # 26638 INSURER B: Auto Owners Ins. Co. 18988 INSURER C: Accident Fund National 12305 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2013118676 **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	ADDITIONAL INSURED	SUBROGATED	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"/> Explosion/Collapse/Underground <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	04696849	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CYBER LIABILITY \$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5269687400	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	5269687401	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	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	WCV6159062	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CONTRACTOR EQUIPMENT-OWNED CONTRACTOR EQUIPMENT-LEASED			04696849	02/01/2020	02/01/2021	ALL RISK (OWNED) \$75,189 LEASED/RENTED \$50,000 FROM OTHERS

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

City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof are named as additional insured as required by written contract. The following Blanket forms apply:

(GL) Additional Insured/Completed, Ongoing Ops, Primary & Non-Contributory [55373, CG2038]; Waiver of Rights to Recovery [55091]
 (AUTO) Additional Insured [58504]; Waiver of Rights to Recovery [58583]; Primary & Non-Contributory [58540]
 (UMB) Additional Insured, Primary & Non-Contributory, Waiver of Rights to Recovery [66159, 66160]
 (WC) Waiver of Rights to Recovery [WC00]

CERTIFICATE HOLDER City of Troy 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 
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Home-Owners Insurance Company

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

Home-Owners Insurance Company

55091 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion g.(2) is deleted and is replaced by the following exclusion.

- (2) A watercraft you do not own that is:
 (a) Less than 50 feet long; and
 (b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
 b. Which is not registered in your name; or
 c. Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 (a) That are, or are contained in any property that is:
 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 2) Otherwise in the course of transit by you or on your behalf; or
 3) Being disposed of, stored, treated or processed into or upon the "auto";
 (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
 (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.

Paragraph c.(1)(a) does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

- Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
- (1) Property owned or being transported by, or rented or loaned to any insured; or
- (2) Property in the care, custody or control of any insured other than "property damage" to

- a residence or a private garage by a private passenger "auto" covered by this coverage.
- g. (1) "Bodily injury" to:
- (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.
- (2) This exclusion applies:
- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) This exclusion does not apply to:
- (a) Liability assumed by the insured under an "insured contract".
- (b) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

- a. Each of the following is an insured with respect to this coverage.
- (1) You.
- (2) Your partners if you are designated in the Declarations as a partnership or a joint venture.
- (3) Your members if you are designated in the Declarations as a limited liability company.
- (4) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- (5) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- b. None of the following is an insured:
- (1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- (2) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (a) Such person; or
 - (b) Any partner or "executive officer" of yours or a member of his or her household; or
 - (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, 5. PERSONAL INJURY EXTENSION, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14.** "Personal and advertising injury" is deleted and replaced by the following definition.
 - 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.

- (1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in 7. **DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

- (a) "Property damage" to:
 - 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
 - 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
- (b) "Property damage" caused by or resulting from any of the following:
 - 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
 - 2) Cracking, settling, expansion or shrinking;
 - 3) Smoke or smog;
 - 4) Birds, insects, rodents or other animals;
 - 5) Wear and tear;
 - 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
 - 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.
- (c) "Property damage" caused directly or indirectly by any of the following:
 - 1) Water that backs up from a drain or sewer;
 - 2) Mud flow or mudslide;
 - 3) Volcanic eruption, explosion or effusion;
 - 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
 - 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
 - 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;

- b) Basements, whether paved or not; or
- c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph 6, is deleted and replaced by the following Paragraph.

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
- (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply

to any "occurrence" which takes place after the equipment lease expires.

c. The following provision is added to SECTION III - LIMITS OF INSURANCE.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following provision is added to SECTION III - LIMITS OF INSURANCE.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED is amended. Paragraph 3, is deleted and replaced by the following provision.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

Auto-Owners Insurance Company

66159 (12-17)

**BLANKET WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**
Commercial Umbrella Policy

It is agreed:

CONDITIONS, M. Transfer of Rights of Recovery Against Others To Us is amended. The following provision is added.
When **you** have agreed to waive **your** right of subrogation in a written contract, executed prior to loss, with any person or organization, **we** waive any right of recovery **we** may have against the person or organization

because of payments **we** make for injury or damage arising out of **your** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other policy terms and conditions apply.

66159 (12-17)

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Auto-Owners Insurance Company

66160 (12-17)

**ADDITIONAL INSURED
PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE**
Commercial Umbrella Policy

It is agreed:

CONDITIONS, I. Other Insurance is amended. The following provision is added.
However, if there is other insurance for any person or organization, other than the Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:
1. There is a written agreement between **you** and such person or organization specifying that this insurance

shall be primary and without right of contribution; and
2. Such written agreement was in force prior to any **bodily injury, property damage, personal injury or advertising injury**.

All other policy terms and conditions apply.

66160 (12-17)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY WRITTEN CONTRACT REQUIRING
ENDORSEMENT FROM OUR INSURED
24387 SORRENTINO CT
CLINTON TWP MI 48035

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2020 Policy No. WCV6159062 Endorsement No. 1
Insured KVM Door Systems Inc. Premium \$

Insurance Company

Countersigned by _____

ENDORSEMENT

INSURED KVM DOOR SYSTEMS INC

Policy Term

02-01-2020 TO 02-01-2021

ADDRESS 24387 SORRENTINO CT

CLINTON TOWNSHIP MI 48035-3239

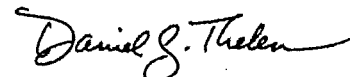
"SEE ATTACHED FORM "58540 (4-15) PRIMARY NON-CONTRIBUTORY-BLANKET COVE
RAGE"

Effective As Of _____

Date of Issue _____

Countersigned By _____

Authorized Agent



President

Home-Owners Insurance Company

COMMERCIAL GENERAL LIABILITY
CG 20 38 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; 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.

Home-Owners Insurance Company

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Home-Owners Insurance Company

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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