

CITY COUNCIL MINUTES

December 12, 2020

Budget Amendment and Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications and Standard Purchasing Resolution 4 – Cooperative Purchasing Contract – US Communities/OMNIA – Public Address System - Library
(Introduced by: Phillip J. Kwik, Interim Library Director)

Resolution #2020-12-184

Moved by Erickson Gault
Seconded by Abraham

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the installation of the Public Address System at the Troy Public Library; as per all bid specifications to the sole bidder meeting specifications, *Sound Planning Communications of Redford, MI*, for an estimated total cost of \$21,107.00 at unit prices contained in the bid tabulation opened November 19, 2020; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Graybar Electric Company, Inc. of Grand Rapids, MI* based on the US Communities/OMNIA Cooperative Partners Purchasing Contract # EV2370 for \$14,152.34 for an estimated grand total amount of \$35,259.34.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Library's Capital Account in the amount of \$8,000.

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

Yes: All-7
No: None

MOTION CARRIED

PURCHASE ORDER

No. 2021-00000795

DATE: 01/05/2021

PAGE: 1 of 1

FOB DESTINATION

Ship To
 CITY OF TROY
 Library
 510 W BIG BEAVER
 TROY, MI 48084

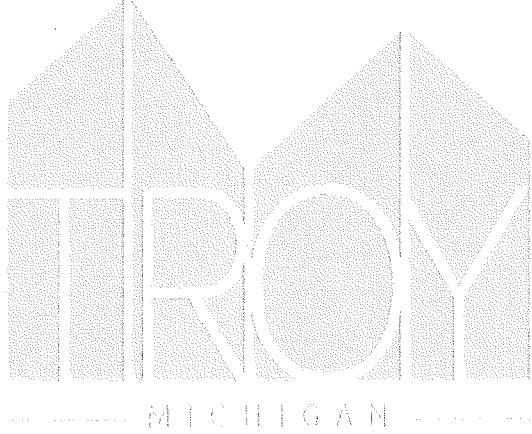
Bill To
 CITY OF TROY
 Library
 510 W BIG BEAVER
 TROY, MI 48084

COUNCIL RESOLUTION
 2020-12-184

VENDOR NO. 175706

Vendor
 SOUND PLANNING COMMUNICATIONS
 13000 INKSTER RD
 REDFORD, MI 48239

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	SOUND SYSTEM INSTALLATION Provide labor for the complete installation of the Sound System as per all bid Specifications in accordance with ITB-COT 21-12. Graybar will provide all materials.	21,107.0000	\$21,107.00



Entered By: Kristine Kallek

\$21,107.00

Special Instructions:

CITY COUNCIL AWARD DATE: 12/14/2020. CERTIFICATE of INSURANCE and ENDORSEMENTS shall be on file for the duration of the installation.

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: Sound Planning Communications
 CITY: Reford, MI
 CHECK NUMBER: 37138
 CHECK AMOUNT: \$700.00

PROPOSAL: The undersigned proposes to furnish all materials and labor necessary to complete the installation as described below and in strict accordance to the plans and specifications. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, supervision, etc. necessary to complete the installation as specified in these Documents and Specifications.

DESCRIPTION	TOTAL: Using Sound Planning Communications Equipment	TOTAL: Using Graybar Equipment
COMPLETE LABOR AND INSTALLATION (only) of the Troy Library Public Address System.	\$21,107.00	\$21,107.00
EQUIPMENT (only) for the Troy Library Public Address System.	\$13,184.00	\$14,007.86
TOTAL LABOR, INSTALLATION AND EQUIPMENT:	\$34,291.00	\$35,114.86

STATE WARRANTY:	1-Year Labor Warranty	
		2-Year Warranty if Sound Planning Equipment is used
STATE START DATE (anticipated & approximate):	January 2, 2021	
ANTICIPATED DURATION TO COMPLETE:	1-2 Weeks	
Hours of Operation:	7am - 5pm	
24 Hr. Phone Number:	313-255-4100	
Proposed Payment Schedule:	Not Specified	
Payment Terms:	Net 20	
References:	Y or N	Y
Can meet Insurance:	Y or N	Y
Exceptions:	Y or N	N
Acknowledgement:	Y or N	Y
Addendum:	Y or N	Y
Forms:	Y or N	Y

Attest:

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

Phillip Kwik
 Kristine Kallek
 Jackie Ahlstrom
 Heather Chomiak

MaryBeth Murz,
 Purchasing Manager



**CITY OF TROY
ELECTRONIC BID PROPOSAL**

ITB-COT 21-12
Page 1 of 8

The undersigned proposes to **COMPLETE INSTALLATION FOR THE CITY OF TROY LIBRARY PUBLIC ADDRESS SYSTEM** in accordance with the attached bid specifications that are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Sound Planning Communications

The bid document contains the following sections:

Instructions to Bidders (3 pages)	Library Speaker Layout Map (1 page)
Bid Proposal (8 pages)	Sample Insurance Certificate and Additional Insured Endorsements (4 pages)
Scope of Work (1 page)	Statement of No Bid (1 page)
Forms (5 forms)	

PROPOSALS:

The undersigned proposes to furnish all materials and labor necessary to complete the installation as described below and in strict accordance to the plans and specifications. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, supervision, etc. necessary to complete the installation as specified in these Documents and Specifications.

NOTE: The City has elected to utilize the *Omnia Partners* Bid process; the below pricing does *not* include materials supplied by Graybar. Graybar materials are identified on the *Omnia Partners*, Bid Form Page material list and will be incorporated into the final bid.

Description	Total
COMPLETE LABOR AND INSTALLATION (only) of the Troy Library Public Address System.	\$ 21,107.00

***NOTE: In the pricing above; Contractor is to **exclude** Graybar supplied materials pertaining to the Omnia Partners Government Purchasing Alliance's Program. The City of Troy will purchase the Graybar materials under a separate contract.

The anticipated City Council Award Date is December 7, 2020.
Project completion shall be no later than March 1, 2021.

STATE WARRANTY:	<u>1-Year Labor Warranty</u>
STATE START DATE (anticipated & approximate):	<u>January 2nd, 2021</u>
ANTICIPATED DURATION TO COMPLETE:	<u>1-2 Weeks</u>

It is the intent of the City of Troy ("Agency") to purchase materials for the City of Troy 2020 Public Address System Installation("Project") located at 510 Big Beaver Rd. Troy, MI directly from Graybar, based upon the Agency's participation in the Omnia Partners Government Purchasing Alliance's program for Public Address System Supplies and Related Products and Services, as priced by and awarded to Graybar, resulting from the competitively solicited Sealed Bid #EV2370 issued by the City of Kansas City, MO.

PRODUCT to be provided by the City of Troy:

- 88 BOGEN - CSD2X2U SPEAKERS
- 5 BOGEN MB8TSL - SLANT WALL MOUNT SPEAKERS
- 4 BOGEN A2TWHT – ALL WEATHER WALL MOUNT SPEAKERS
- 4 BOGEN V35 – RACK MOUNT AMPLIFIERS
- 1 BOGEN V60 – RACK MOUNT AMPLIFIER
- 6 BOGEN TBL1S – TRANSFORMER BALANCED LINE INPUT MODULES
- 6 BOGEN RPK87 – RACKMOUNT FOR V-/M-/ZX- SERIES AMPLIFIERS
- 1 BOGEN UTI312 – TELEPHONE INTERFACE
- 1 BOGEN ZX3 – 3 ZONE EXPANSION MODULE
- 1 BOGEN DDU250 – DYNAMIC DESK MICROPHONE
- 1 BOGEN BOMDMU – MULTIPLE MESSAGE UNIT
- 1 BOGEN BCMA-3R0-0008-1 – BOGEN 3000 SERIES MASTER CLOCK RACK MOUNT WITH 8 PROGRAMABLE RELAYS/ZONES
- 1 BOGEN VMIX – VECTOR PRE-AMP MIXER
- 1 BOGEN MIC1S – MICROPHONE INPUT MODULES
- 1 BOGEN RIO1S – RELAY INPUT MODULE
- 1 HUBBELL HPWWMR36 – WALL MOUNT RACK 36HX18D 21U

PLEASE NOTE:

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

UNIT PRICES:

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

PREVAILING WAGE PROJECT:

This is not a prevailing wage project.

MANDATORY PRE-BID MEETING:

A Mandatory Pre-Bid Meeting will be held on FRIDAY, NOVEMBER 6, 2020 at 10:00 am at the City of Troy Public Library 510 West Big Beaver Rd, Troy MI, 48084. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Phillip Kwik, Assistant Library Director at (248) 619-7577 or KwikPJ@troy.mi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

COMPANY NAME: Sound Planning Communications

SITE INSPECTIONS:

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

PERMITS:

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

BID DEPOSIT AND FORFEITURE:

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

AWARD:

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

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest

DOWNPAYMENTS AND PREPAYMENTS:

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

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to City of Troy Library 510 West Big Beaver Rd Troy, MI 48084.

COMPLETION DATE:

The contractor awarded the project shall complete the work within thirty (30) days from notice to proceed and/or complete by the date of MARCH 1, 2021.

CONTACT INFORMATION:

Hours of operation: 7am - 5pm 24 Hr. Contact Phone No. 313-255-4100

LOCAL PREFERENCE:

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

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). A purchase order will be issued in approximately one-week and released, once acceptable insurance and endorsements are received.

COMPANY NAME: Sound Planning Communications

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.

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

TERMINATION FOR CONVENIENCE:

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

PROGRESS PAYMENTS:

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

Proposed Payment

Schedule _____

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

REFERENCES:

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

OWNER: Romulus Public Schools
ADDRESS: 36540 Grant Rd., Romulus, MI 48174
PHONE: 734-532-1141 CONTACT: David Cooper
EMAIL: drcooper@romulusk12.org

OWNER: Star Academy
ADDRESS: 6919 N. Waverly St. Dearborn, MI 48127
PHONE: 313-565-0507 CONTACT: Rami Hamadeh
EMAIL: _____

OWNER: Wyandotte Public Schools
ADDRESS: 540 Eureka Rd. Wyandotte, MI 48192
PHONE: 734-759-5060 CONTACT: Lynn Kearney
EMAIL: helpdesk@wy.k12.mi.us

MICHIGAN CONSTRUCTION LIEN ACT:

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

COMPANY NAME: Sound Planning Communications _____

PUBLIC ACT 57:

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

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of a Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to perform the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

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

COMPLETION:

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

IMPORTANT INFORMATION:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: Sound Planning Communications

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

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

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: Sound Planning Communications

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: Sound Planning Communications

SIGNATURE PAGE

PRICES:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

TAX ID: 38-3192464

COMPANY: Sound Planning Communications

ADDRESS: 13000 Inkster Rd CITY: Redford STATE: MI ZIP: 48239

PHONE: (313) 255 4100 FAX NUMBER: (313) 255 4103

REPRESENTATIVE NAME: David Corbat

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: NET 20 WARRANTY: 1 Year Labor

CHECK INCLUDED: Yes COMPLETION: _____

EMAIL: dcorbat@soundplanning.net

EXCEPTIONS:

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

ACKNOWLEDGEMENT:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

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

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



November 9, 2020

Addendum 1
ITB-COT 21-12
Public Address System Library
Page 1 of 2

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Friday, November 6, 2020 at 10:00 AM EST the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 21-12, Public Address System- Library. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at the Troy Public Library located at 510 West Big Beaver Road, Troy, MI 48084.

Items from the bid documents to be aware of and should be REVIEWED:

- Bid Opening date and time Thursday, November 19, 2020, at 11:00 AM E.S.T.
- Each bid must be accompanied by a Certified Check in the amount of \$700.00 as security for acceptance of the Contract. **BID BONDS ARE NOT ACCEPTABLE. A pdf version of this Certified Check must be included with your Electronic Bid Submission Response. The original check of the successful bidder must be submitted prior to recommendation for award of bid.** The bid deposit of the successful bidder will be retained as performance surety through contract completion.
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications by attending the MANDATORY Pre-bid Meeting that was scheduled for Friday, November 6, 2020 at 10:00 AM EST LOCATED AT Troy Public Library as detailed. An opportunity to inspect the site was provided during the Pre-bid Meeting.
- For **ADDITIONAL INFORMATION** or specific questions concerning this project, please contact MaryBeth Murz at m.murz@troymi.gov.
- **COMPLETION SCHEDULE:** The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The entire project must be complete by **MARCH 1, 2020**.
- **INSURANCE:** If awarded - Insurance needs to be submitted to the City's Purchasing Manager, and approved before work can begin.
- **SPECIFICATIONS:** As detailed.

Attendance at the Pre-Bid Meeting was mandatory, everyone signed in. The following Companies were represented and in attendance:

David Corbat, Sound Planning Communications Inc.

Introduced:

Kristine Kallek, Associate Buyer
David Michalik, Computer Support Leader
Phillip Kwik, Assistant Library Director
Marvin Moore, Facilities

Clarifications were discussed as follows:

- Kristine Kallek, Associate Buyer gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
- Phillip Kwik, Assistant Library Director gave brief history of the current Pa system. And Reiterated we will be using a Cooperative to purchase the system from and that this bid is for installation only. He also discussed scheduling and the availability for them to come in as the library is currently closed to the public.

QUESTION: Is a Bid bond acceptable?

ANSWER: No, as stated in page 2 of the Instructions to bidders a Bid Bond will not be acceptable. Cashier's Check, Certified Check or Money Order is acceptable.

QUESTION: Where would the City like the microphone as it is not needed at the front desk any longer?

ANSWER: The microphone location will be in the proximity of the main AV unit located in the offices.

CLARIFICATION:

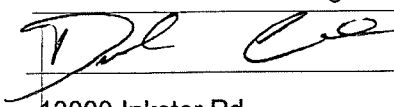
In the Youth Services Supervisor's Office, a part was stated *incorrectly*. Instead of a *speaker* for a drop ceiling, a **wall mounted speaker is required in the Youth Services Supervisor's Office.**

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 21-12, PA SYSTEM - LIBRARY**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 21-12, PA SYSTEM- LIBRARY**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, NOVEMBER 19, 2020 at 11:00 AM EST** in the office of the City Clerk.

COMPANY: Sound Planning Communications

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: David Corbat - Sales Engineer

SIGNATURE: 

ADDRESS: 13000 Inkster Rd.
Redford, MI 48312

DATE: 11/16/2020

Public Address System Scope of Work

- i. Provide all labor and materials necessary for the installation of the materials purchased from Graybar including:
 - a. 88 BOGEN - CSD2X2U SPEAKERS
 - b. 5 BOGEN MB8TSL - SLANT WALL MOUNT SPEAKERS
 - c. 4 BOGEN A2TWHT – ALL WEATHER WALL MOUNT SPEAKERS
 - d. 4 BOGEN V35 – RACK MOUNT AMPLIFIERS
 - e. 1 BOGEN V60 – RACK MOUNT AMPLIFIER
 - f. 6 BOGEN TBL1S – TRANSFORMER BALANCED LINE INPUT MODULES
 - g. 6 BOGEN RPK87 – RACKMOUNT FOR V-/M-/ZX- SERIES AMPLIFIERS
 - h. 1 BOGEN UTI312 – TELEPHONE INTERFACE
 - i. 1 BOGEN ZX3 – 3 ZONE EXPANSION MODULE
 - j. 1 BOGEN DDU250 – DYNAMIC DESK MICROPHONE
 - k. 1 BOGEN BOMDMU – MULTIPLE MESSAGE UNIT
 - l. 1 BOGEN BCMA-3R0-0008-1 – BOGEN 3000 SERIES MASTER CLOCK RACK MOUNT WITH 8 PROGRAMABLE RELAYS/ZONES
 - m. 1 BOGEN VMIX – VECTOR PRE-AMP MIXER
 - n. 1 BOGEN MIC1S – MICROPHONE INPUT MODULES
 - o. 1 BOGEN RIO1S – RELAY INPUT MODULE
 - p. 1 HUBBELL HPWWMR36 – WALL MOUNT RACK 36HX18D 21U
- ii. Provide all cable installation, testing and labeling. All cable installation is to be completed in accordance with the current Telecommunications Industry Association / Electronic Industries Alliance Telecommunications Building Wiring Standards
- iii. All cabling will be 18-gauge 2 conductor (18/2) white plenum rated (NFPA 262) cabling with a 3 ft. service loop at the designated device cable termination where possible.
- iv. All cabling should be run in existing cable paths where possible; new cable paths will be run in cable tray, or suspended every 4 -5 feet using J or D style hooks, or in enclosed conduit; conduit ends will have protective bushing; wall penetrations (if needed) will be fire-stopped; nothing is to be anchored to the roof decking.
- v. All cabling will be labeled, tested and results provided as part of the finished documentation.
- vi. System will be fully tested prior to completion.
- vii. Speakers will be tuned / timed to adjust for audio delay.
- viii. At least one day of knowledge transfer will be provided on how to operate and program the system for up to 6 library employees.
- ix. Documentation shall be provided on the use of the system
- x. Vendor will provide as-builds as part of the finished documentation.



Legal Status of Bidder:

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

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

George J. Kereji

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

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

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



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

David Corbat, being duly sworn deposed, says that he/she
(Print Full Name)

is Sales Engineer. 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 17th day of NOVEMBER, 2020 in and
for Wayne County.

My commission expires:
10/7/2026

TAMMY K. FUHRMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 7, 2026
ACTING IN COUNTY OF OAKLAND



**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.

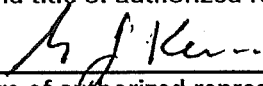
I am able to certify to the above statements.

Sound Planning Communications

Name of Agency/Company/Firm (Please Print)

George Kereji - Vice President

Name and title of authorized representative (Please Print)



Signature of authorized representative

Date 17 - NOV 2020

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

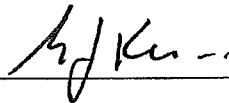


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

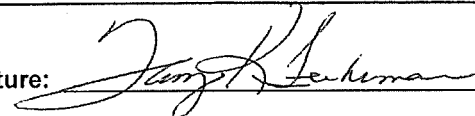
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Sound Planning Communications
Street Address	13000 Inkster Rd
City	Redford
State, Zip	MI, 48239
Corporate I.D. Number/State	38-3192464 - Michigan
Taxpayer I.D. #	38-3192464

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:
George Kereji - Vice President

Witness Signature: 

Printed Name of Witness:
Tammy K. Fuhrman



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

The undersigned, the owner or authorized officer of Sound Planning Communications (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

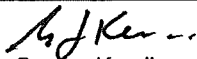
Sound Planning Communications and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

None

BIDDER:

Sound Planning Communications

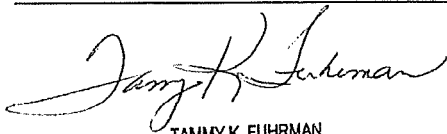
By: 
George Kereji

Its: Vice-President

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

This instrument was acknowledged before me on the 17th day of November, 2020, by

George J. Kereji



TAMMY K. FUHRMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Oct 7, 2026
ACTING IN COUNTY OF OAKLAND



Complete Solutions for Communication Technologies

November 18th, 2020

D220082

Mr. Phillip Kwik
 Assistant Library Director
 Troy Public Library
 510 W. Big Beaver Rd,
 Troy, MI 48084

Mr. Kwik

It is our pleasure to submit Sound Planning Communications' bid to install the Public Address system at the Troy Public Library. Sound Planning Communications is the Bogen Authorized Service Provider for the Metro Detroit Area and has trained technicians able to provide the highest level of service for the Bogen system requested in the RFP.

It is preferred to purchase the hardware being installed from the same company that installs it. This way there is one company to deal with for any warranty and/or service work. One point of responsibility for any problems.

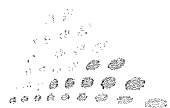
Sound Planning Communications is the Bogen Authorized Integrator in the Metro Detroit area. We have provided a price for equipment that will allow you to purchase a complete turnkey system from one vendor. Please see the below pricing for the material on this project and know that by purchasing the material and installation through Sound Planning Communications, we will provide a **2-year on-site warranty for all parts, materials, and labor used on this project.**

Manuf	Model	Description	Qty	Each	Extension
Bogen	CSD2x2U	2x2 Tile Speakers	88	\$ 67.44	\$ 5,934.61
Bogen	MB8TSL	Slant Wall Mount Speakers	5	\$ 44.66	\$ 223.29
Bogen	V35	Rack Mount Amplifier	4	\$ 367.65	\$ 1,470.61
Bogen	V60	Rack Mount Amplifier	1	\$ 498.26	\$ 498.26
Bogen	TBL1S	Transformer Balanced Line input modules	6	\$ 57.50	\$ 344.98
Bogen	RPK87	Rackmount for V Series Amplifiers	6	\$ 82.28	\$ 493.69
Bogen	UT1312	Telephone Interface	1	\$ 269.18	\$ 269.18
Bogen	ZX3	3 Zone Expansion Module	1	\$ 88.90	\$ 88.90
Bogen	DDU250	Dynamic Desk Microphone	1	\$ 137.13	\$ 137.13
Bogen	BOMDMU	Multiple Message Unit	1	\$ 2,412.77	\$ 2,412.77
Bogen	BCMA-3R0-0008-1	Bogen 3000 Series Master Clock	1	\$ 1,613.85	\$ 1,613.85
Bogen	VMIX	Vector Pre-Amp Mixer	1	\$ 342.39	\$ 342.39
Bogen	MIC1S	Microphone Input Modul	1	\$ 73.39	\$ 73.39
Bogen	RIO1S	Relay Input Module	1	\$ 71.02	\$ 71.02
			0	\$ -	\$ -
Lowell	SR-2018	Swing Rack	1	\$ 266.14	\$ 266.14

The total cost to install the Bogen system specified is **\$21,107.00**

This includes a 1-year warranty on all labor provided by Sound Planning Communications.

design
 sound
 sales
 video
 installation
 intercom
 service
 acoustics
 rentals



Scope of Work – Installation Only

1. Install Loudspeakers as detailed in the RFP
2. Install one audio equipment cabinet with 'head end' electronics.
3. All wiring required will be provided and installed.
4. All equipment specified will be provided by others
5. Program the system as required.
6. Test the completed system for functionality
7. Provide owner training for system operation.
8. If necessary, others will provide and install, all raceway, conduit, raceway fittings, outlet boxes, junction boxes, pull boxes, terminal cabinets, floor boxes, 120-volt AC power circuits, and insulated ground cables.
9. A one-year warranty will be provided for all new work provided.

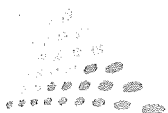
Total Cost – Installation Only - \$ 21,107.00

Scope of Work – Installation and Equipment

- | | |
|--------------|---|
| design | 10. Provide and install Loudspeakers as detailed in the RFP |
| sound | 11. Provide and install one audio equipment cabinet with 'head end' electronics. |
| sales | 12. All wiring required will be provided and installed. |
| video | 13. Program the system as required. |
| installation | 14. Test the completed system for functionality |
| intercom | 15. Provide owner training for system operation. |
| service | 16. If necessary, others will provide and install, all raceway, conduit, raceway fittings, outlet boxes, junction boxes, pull boxes, terminal cabinets, floor boxes, 120-volt AC power circuits, and insulated ground cables. |
| acoustics | 17. A two-year warranty will be provided for all new work and new equipment provided. |

Total Cost – Installation and Equipment - \$ 34,291.00

rentals





Complete Solutions for Communication Technologies

This proposal is valid for 60 days. Michigan State Sales Tax is not included.

Payment terms are Net 30 days, progress payments and payment for stored material.

Costs for any permits, if necessary, will be added to the total cost of this work.

We appreciate this opportunity to be of service to you. If we can provide additional information, please contact me by telephone at 313 255-4100.

We look forward to working with you on this project, If you require any further information please reach out via email or telephone.

Sincerely,

A handwritten signature in black ink, appearing to read "David Corbat", written over a light blue horizontal line.

David Corbat, CTS
Sales Engineer
Sound Planning Communications
dcorbat@soundplanning.net

design

sound

sales

video

installation

intercom

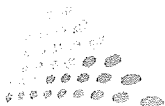
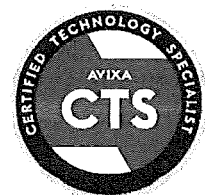
service

acoustics

rentals

A Certified Technology Specialist™ (CTS®) performs general technology solution tasks by creating, operating, and servicing AV solutions, while conducting AV management activities that provide for the best audiovisual resolutions of the client's needs, both on time and within budget.

An ANSI accredited certification meeting the ISO/IEC 17024:2012 standard





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: December 8, 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 Manager
Phillip Kwik, Interim Library Director
MaryBeth Murz, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 2 – Award to sole Bidder meeting Specifications and Standard Purchasing Resolution 4 – Cooperative Purchasing Contract – US Communities/OMNIA - Public Address System – Library

History

- The Public Address System in the Troy Public Library was originally installed in 1988.
- The System has been repaired several times over the last two decades. Further repairs are no longer cost efficient.
- The System no longer functions well. Announcements do not reach every area of the building. New offices and areas that have been created recently have never had sound. Sound cuts out regularly. Announcements can only be made from one station in the building.
- The Public Address System is crucial to the functioning of the Library, and the safety of Library patrons and staff.
- The System is used for routine announcements daily, such as the opening and closing of the building; publicizing in building programming; locating janitorial services; and notifying specific patrons of specific issues (vehicle lights left on; lost wallet or keys; etc.).
- The System is also used in emergency situations, such as, inclement weather; lost or missing children; vehicles blocking fire lanes; and other potentially dangerous situations.
- A new digital Public Address System will better integrate into the building's phone and automation system. Ninety-seven new speakers will be installed which will bring improved sound to all areas of the building, including the basement. Routine messages will be automated, saving staff time. More immediate message will be able to be made from several stations throughout the building.
- Improving the ability of the Library staff to communicate with the public and staff in other areas of the building via the Public Address System will improve the safety and environment for all.

Purchasing

On October 28, 2020 a bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. On Friday, November 6, 2020 a Mandatory Onsite Pre-Bid Meeting was held at 10:00 a.m. at the Troy Public Library. On Thursday, November 19, 2020, a bid opening was conducted as required by City Charter and Code for the installation of the Public Address System hardware. One (1) bid response was received. Below is a detailed summary of potential vendors:



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Companies notified via MITN	407
Troy Companies notified via MITN	15
Troy Companies notified Active email Notification	13
Troy Companies - Active Free	2
Companies that viewed the bid	14
Troy Companies that viewed the bid	1

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 any bid information.

- The bid summary was analyzed and reviewed in conjunction with the Facilities Department.
- It is recommended to award the Troy Public Library Public Address System project to the sole bidder meeting all bid specifications; *Sound Planning Communications of Redford, MI*.
- *Sound Planning Communications* will provide all labor, equipment, tools and supervision necessary for the installation of the Public Address System hardware as per all bid specifications.
- A 2-year materials and labor warranty are included.
- The time to complete the project is estimated to be 2 weeks and final completion shall be no later than March 31, 2021.
- The hardware will be purchased direct from *Graybar Electric Company, Inc. of Grand Rapids, MI* based on the US Communities/OMNIA Cooperative Partners Purchasing Contract #EV2370. The total cost of the hardware is \$14,152.34.

Sound Planning Communications.	\$21,107.00
Graybar Electric Company, Inc.	\$14,152.34
Total Public Address Replacement Cost	\$35,259.34

Financial

- The total cost of hardware and installation of a Public Address System for the Troy Public Library is \$35,259.34. Currently, \$28,000 is budgeted and available for Fiscal Year 2021 in the Library's Capital Budget, account 401.790.7975.900. The Project# is 2021C0128.
- A budget amendment to the Library's Capital Account in the amount of \$8,000 will be required to complete the project.

Recommendation

City management recommends awarding a contract for the installation of the Public Address System at the Troy Public Library; as per all bid specifications to the sole bidder meeting specifications, *Sound Planning Communications of Redford, MI* for an estimated total cost of \$21,107.00 at unit prices contained in the bid tabulation opened November 19, 2020, and to *Graybar Electric Company, Inc. of Grand Rapids, MI* based on the US Communities/OMNIA Cooperative Purchasing Contract # EV2370 for \$14,152.34 for an estimated grand total amount of \$35,259.34. It is also recommended that City Council approve a budget amendment to the Capital Account in the amount of \$8,000.



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BKS(21) 56 93 71 57
Policy Period:
From 02/01/2020 To 02/01/2021
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

SOUND PLANNING
COMMUNICATIONS, INC.
13000 INKSTER RD
REDFORD, MI 48239

(734) 261-5010
JUENEMANN INS AGENCY
PO BOX 85430
WESTLAND, MI 48185-0430

Named Insured Is: CORPORATION

Named Insured Business Is: INTERCOMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART

CHARGES

Commercial Property \$6,251.00

Commercial Inland Marine \$1,856.00

Commercial General Liability \$8,520.00

Total Charges for all of the above coverage parts: \$16,627.00
Certified Acts of Terrorism Coverage: \$278.00 (Included)

Note: This is not a bill

IMPORTANT MESSAGES

- This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- Notice: The Employment-Related Practices Exclusion CG 21 47 is added to this policy to clarify there is no coverage for liability arising out of employment-related practices. Please read this endorsement carefully.

Issue Date 01/06/20

Authorized Representative

To report a claim, call your Agent or 1-800-366-6446

DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BKS (21) 56 93 71 57
Policy Period:
From 02/01/2020 To 02/01/2021
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured

Agent

SOUND PLANNING
COMMUNICATIONS, INC.
13000 INKSTER RD
REDFORD, MI 48239

(734) 261-5010
JUENEMANN INS AGENCY
PO BOX 85430
WESTLAND, MI 48185-0430

OTHER NAMED INSUREDS

See Named Insured Endorsement DS8804

SUMMARY OF LOCATIONS

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or, the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

0001 13000 Inkster Rd, Redford, MI 48239

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 68 10 09	Michigan Changes
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

David Long
President

To report a claim, call your Agent or 1-844-325-2467
DS 70 21 11 16



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BKS(21) 56 93 71 57
Policy Period:
From 02/01/2020 To 02/01/2021
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
SOUND PLANNING COMMUNICATIONS, INC. 13000 INKSTER RD REDFORD, MI 48239	(734) 261-5010 JUEMANN INS AGENCY PO BOX 85430 WESTLAND, MI 48185-0430

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 88 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 70 02 01 01	General Endorsement
CG 80 61 05 11	Amendment of Cancellation Provisions
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 85 83 04 13	Blanket Additional Insured Contractors - Products - Completed Operations
CG 88 10 04 13	Commercial General Liability Extension
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CL 01 00 03 99	Common Policy Conditions
CL 02 00 03 99	Michigan Amendatory Endorsement
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CL 08 11 09 18	Cannabis Items and Activities Exclusion
CL 16 50 06 06	Conditional Nuclear, Biological, and Chemical Terrorism Exclusion
CP 00 10 10 12	Building and Personal Property Coverage Form

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

However:

- a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b) 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

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

- C. With respect to the insurance afforded by this endorsement, exclusion I. **Damage To Your Work** of Paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section II - Limits of Insurance**:

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 contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

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

- E. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claims Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph 4. of **Section IV - Commercial General Liability Conditions** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but 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 the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) 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
- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties in the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) 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.

- d. "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 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

- (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.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

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

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:

- a. Required by the contract or agreement; or
 - b. 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.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form 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 expiration of the policy period in which the entity was acquired or formed by you;
 - 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.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

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 or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a 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" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BKS (21) 56 93 71 57
Policy Period:
From 02/01/2020 To 02/01/2021
Endorsement Period:
From 12/08/2020 to 02/01/2021
*12:01 am Standard Time
at Insured Mailing Location*

Policy Change Endorsement

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

SOUND PLANNING
COMMUNICATIONS, INC.
13000 INKSTER RD
REDFORD, MI 48239

(734) 261-5010
JUNEMANN INS AGENCY
PO BOX 85430
WESTLAND, MI 48185-0430



CHANGES TO POLICY - TRANSACTION # 3

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Additional Premium \$143.00

Total Additional Charges \$143.00

Note: This is not a bill

Description of Change(s)

Add Additional Insureds

See The Revised Declarations and Declarations Schedule

Issue Date 12/21/20

Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

DS 70 27 01 08



Coverage Is Provided In:
 Ohio Security Insurance Company

Policy Number:
BKS (21) 56 93 71 57
 Policy Period:
From 02/01/2020 To 02/01/2021
 12:01 am Standard Time
 at Insured Mailing Location

**Commercial General Liability
 Declarations Schedule -Revised**

Named Insured

Agent

SOUND PLANNING
 COMMUNICATIONS, INC.

(734) 261-5010
 JUENEMANN INS AGENCY



SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 16722
 Rental Stores NOC
 Products-Completed Operations Are Subject To The General
 Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	136,756 Dollars Of Gross Sales	7.989	\$1,093.00
<i>Total:</i>			<i>Included</i>

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION	PREMIUM
CG2404 - Waiver of Transfer of Rights of Recovery Against Us to Others	\$39.00
CG85830413 Blanket Additional Insured Contractors - Products - Completed Operations	\$492.00
CG20370413 Additional Insured - Owners, Lessees Or Contractors - Completed Operations	\$143.00

Commercial General Liability Schedule Total \$9,903.00

To report a claim, call your Agent or 1-844-325-2467

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Troy

500 W Big Beaver

TROY, MI 48084

Location And Description Of Completed Operations

Installation of a paging system for
Troy Public Library, 510 W Big Beaver Rd, Troy, MI

2 weeks , beginning in January. The contract price
\$18,437.

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 is added to **Section III - Limits Of Insurance**:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

SCHEDULE

- 1. **Name:**
City of Troy

- 2. **Address:**
500 W Big Beaver

TROY, MI 48084

- 3. **Number of days advance notice:**
30

All other terms and conditions of this policy remain unchanged.