

CITY COUNCIL MINUTES

July 12, 2021

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Purchasing Cooperative Contract – Community Center Phase II (Sections A, B, C, K, L and M and Alternate Section J) Roof Replacement

Resolution #2021-07-108-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** contracts for the Community Center Phase II Roof Replacement as per bid specifications to the low bidder meeting specifications, *Lutz Roofing Company, Inc. of Shelby Township, MI* for an estimated total cost of \$964,000 at unit prices contained in the bid tabulation opened June 24, 2021; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and to *The Garland Company, Inc. of Cleveland, OH*, based on the OMNIA Partners Cooperative Purchasing Contract for \$872,839.33 for an estimated total cost of \$1,836,839.33 with a contingency of \$163,160.67 for a total amount not to exceed \$2,000,000.

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

PURCHASE ORDER

Ship To
CITY OF TROY
Building Operations
3179 LIVERNOIS
TROY, MI 48083

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

No. 2022-00000061
DATE: 07/22/2021
PAGE: 1 of 1
FOB DESTINATION

COUNCIL RESOLUTION
2021-07-108-J-4c

VENDOR NO. 109254

Vendor
LUTZ ROOFING CO, INC
4721 22 MILE RD
SHELBY TWP, MI 48317

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	CC Roof Replacement - Proposal A - Sections A B C K L and M	817,000.0000	\$817,000.00
		Proposal A: Phase II - Provide all labor, related equipment, tools and supervision necessary for the removal of the existing roof down to the metal decking and replacement as per bid specifications in accordance with ITB-COT 21-34. The Garland-DBS, Inc Company will provide all roofing materials.		
1	Lump Sum	CC Roof Replacement - Section J	147,000.0000	\$147,000.00

Entered By: Emily Frontera

\$964,000.00

Special Instructions:

CITY COUNCIL AWARD DATE: 7/12/2021. CERTIFICATE OF INSURANCE and ENDORSEMENT and all BONDS SHALL BE ON FILE DURATION OF ROOF INSTALL.

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.



PURCHASE ORDER

Ship To

CITY OF TROY
Building Operations
3179 LIVERNOIS
TROY, MI 48083

Bill To

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

No. 2022-00000062
DATE: 07/22/2021
PAGE: 1 of 1
FOB DESTINATION

COUNCIL RESOLUTION
2021-07-108-J-4c

VENDOR NO. 168915

Vendor

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

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	CC Roof Materials - Proposal A - Sections A B C K L and M Deliver all roofing materials as specified in ITB-COT 21-34 Phase II and as per the OMNIA Partners Cooperative Purchasing Contract #PW1925	726,353.5800	\$726,353.58
1	Lump Sum	CC Roof Materials - Section J	146,485.7500	\$146,485.75

Entered By: Emily Frontera

\$872,839.33

Special Instructions:

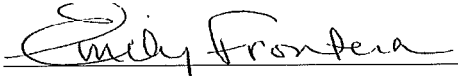
CITY COUNCIL AWARD DATE: 7/12/2021. CERTIFICATE OF INSURANCE and ENDORSEMENT and all BONDS SHALL BE ON FILE DURATION OF ROOF INSTALL.

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- 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.



BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER

Vendor Name:	Royal Roofing Co. Inc.	Lutz Roofing Co. Inc.	Schreiber Corporation
City:	Orion, MI	Shelby Twp, MI	Wixom, MI
Check #:	2014637295	1142570225	9468422878
Check Amount:	\$25,000	\$25,000	\$25,000

PROPOSAL: TO COMPLETE THE ROOF REPLACEMENT FOR THE CITY OF TROY COMMUNITY CENTER (Phase II, Phase III, and Phase IV) a multi-year, multi-phase project.

Roof Replacement	Total	Total	Total
PROPOSAL A: Phase II (2021) Community Center Base Bid	\$797,400.00	\$817,000.00	\$995,000.00
PROPOSAL B: Phase III (2022) Community Center Base Bid	\$600,400.00	\$645,000.00	none
PROPOSAL C: Phase IV (2023) Community Center Base Bid	\$393,850.00	\$321,000.00	none

LINE ITEM COST: Should additional work be determined necessary once roofing is removed, the following prices are to be used as unit costs per determined quantity during construction.

Line Item Cost for Wood Blocking Replacement:	LF	\$7.50	\$8.00	\$8.00
Line Item Cost for Metal Decking Replacement:	SF	\$10.00	\$8.50	\$12.50
Line Item Cost for Concrete Decking Repair:	SF	\$120.00	T&M	\$40.00
Line Item Cost for Drain Replacement:	EA	\$2,000.00	\$2,850.00	\$2,500.00
Line Item Cost for Drain Clean Out:	EA	\$350.00	\$1,450.00	\$2,000.00

COMMUNITY CENTER - PHASE II (2021)

Product #	Product Name	Unit/Size	Coverage Rate	Quantity	Quantity	Quantity
7347	InsuLock HR	Kit	600 sq. ft.	110	104	80
4411-80	StressBase 80	Roll	150 sq. ft.	415	400	420
4702	Optimax FR Mineral	Roll	75 sq. ft.	26	25	25
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	420	416	430
4601-G	Milennium Smooth Cap	Roll	100 sq. ft.	469	460	485
4603-G	Milennium Mineral Cap	Roll	75 sq. ft.	180	130	170
4113	HPR Torch Base	Roll	100 sq. ft.	0	0	Not Specified
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	407	403	Not Specified
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	0	0	40
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	400	215	Not Specified
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	46	28	37
7110-5	Flashing Bond	5 gallon	5 gal/sq.	90	90	90
EDGE22KYN8	R-Mer Edge Fascia	22 gallon	8" x 120"	50	12	310
MEMO22KYN8	R-Mer Edge Fascia - Outside Miter	22 gallon		8	2	20
4131	Flat Stock	24 gallon	4' x 10'	100	100	100
TOTAL						

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER

ITB-COT 21-34
Pg. 2 of 3

Vendor Name:	Royal Roofing Co. Inc.	Lutz Roofing Co. Inc.	Schreiber Corporation
City:	Orion, MI	Shelby Twp, MI	Wixom, MI

COMMUNITY CENTER - PHASE III (2022)

Product #	Product Name	Unit/Size	Coverage Rate		Quantity	Quantity	Quantity
7347	InsuLock HR	Kit	600 sq. ft.		92	90	N/A
4411-80	StressBase 80	Roll	150 sq. ft.		337	320	N/A
4702	Optimax FR Mineral	Roll	75 sq. ft.		45	50	N/A
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.		361	358	N/A
4601-G	Milennium Smooth Cap	Roll	100 sq. ft.		388	380	N/A
4603-G	Milennium Mineral Cap	Roll	75 sq. ft.		110	120	N/A
4113	HPR Torch Base	Roll	100 sq. ft.		0	0	N/A
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.		333	334	N/A
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.		0	0	N/A
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.		218	195	N/A
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2		33	30	N/A
7110-5	Flashing Bond	5 gallon	5 gal/sq.		100	90	N/A
EDGE22KYN8	R-Mer Edge Fascia	22 gallon	8" x 120"		32	32	N/A
MEMO22KYN8	R-Mer Edge Fascia - Outside Miter	22 gallon			8	8	N/A
4131	Flat Stock	24 gallon	4' x 10'		90	110	N/A
TOTAL							

COMMUNITY CENTER - PHASE IV (2023)

Product #	Product Name	Unit/Size	Coverage Rate		Quantity	Quantity	Quantity
7347	InsuLock HR	Kit	600 sq. ft.		59	57	N/A
4411-80	StressBase 80	Roll	150 sq. ft.		210	200	N/A
4702	Optimax FR Mineral	Roll	75 sq. ft.		120	130	N/A
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.		237	222	N/A
4601-G	Milennium Smooth Cap	Roll	100 sq. ft.		180	170	N/A
4603-G	Milennium Mineral Cap	Roll	75 sq. ft.		60	60	N/A
4113	HPR Torch Base	Roll	100 sq. ft.		0	0	N/A
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.		163	153	N/A
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.		0	0	N/A
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.		153	130	N/A
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2		39	38	N/A
7110-5	Flashing Bond	5 gallon	5 gal/sq.		45	43	N/A
EDGE22KYN8	R-Mer Edge Fascia	22 gallon	8" x 120"		66	59	N/A
MEMO22KYN8	R-Mer Edge Fascia - Outside Miter	22 gallon			12	6	N/A
4131	Flat Stock	24 gallon	4' x 10'		90	90	N/A
TOTAL							

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER

ITB-COT 21-34
Pg. 3 of 3

Vendor Name:		Royal Roofing Co. Inc.	Lutz Roofing Co. Inc.	Schreiber Corporation
City:		Orion, MI	Shelby Twp, MI	Wixom, MI
State Warranty:		Garland	40-yr on sloped roofs, 30-yr on flat roofs	None
State Start Date (anticipated & approximate):		TBD (Dependant on Materials)	TBD based on material availability	None
Anticipated Duration to Complete:		40 working days	Phase 2: 45 working Days	None
Attended Mandatory Pre-Bid Meeting: Y or N		Y	Y	Y
Completed Bid Compliance Form: Y or N		Y	Y	Y
Contact Information: Hours of Operation:		6-4pm	7am-5pm	Mon-Fri 7am-5pm
24 Hour Phone #:		248.276.7663	586.739.1148	248.926.1500
Proposed Payment Schedule:		Monthly net 30	Monthly Billing net 30	Net 30
References: Y or N		Y	Y	Y
Insurance: Y or N		Y	Y	Y
Payment Terms:		Net 30	Net 30	Net 30
Warranty:		Garland	30 or 40 year	As Specified
Completion:		TBD (Dependant on Materials)	Not Specified	Not Specified
Exceptions:		Asbestos Removal Interior protection	Price increase to Phases 2 & 3 may be required due to escalating costs after 2021.	If awarded to Schreiber, we request a pre-construction meeting to determine scheduling.
Acknowledgement: Y or N		Y	Y	Y
Signed Addendum: Y or N		Y	Y	N
Forms: Y or N		Y	Y	Y

Attest:

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

Dennis Trantham

Joe Lagarde

Heather Chomiak

Kristine Kallek

Jackie Ahlstrom

Matt Verhey

Brad Konvolinka

Emily Frontera
Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 21-34

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The undersigned proposes to **COMPLETE THE ROOF REPLACEMENT FOR THE CITY OF TROY COMMUNITY CENTER (Phase II, Phase III, and Phase IV)** a multi-year, multi-phase project in accordance with the attached bid specifications that are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Lutz Roofing Company, Inc

The bid document contains the following sections:

Instructions to Bidders (3 pages)	Sample Insurance Certificate & Endorsements (4 pages)
Bid Proposal (13 pages)	Scope of Work – Drawings, Roof Plans, Roof Details & Data Sheets (58 pages)
Forms (10 forms)	General Conditions (17 pages)
Public Act 57 (2 pages)	Manufacturers Field Services (6 pages)
Performance Bond (1 page)	Low Slope Modified Bitumen Specifications (16 pages)
Labor & Material Bond (1 page)	Barrel Roof Modified Bitumen Specifications (11 pages)
Maintenance & Guarantee Bond (2 pages)	Sheet Metal & Trim Specifications (9 pages)
Consent of Surety - Sample (1 page)	Statement of No Bid (1 page)

PROPOSALS:

The undersigned proposes to furnish all materials and labor necessary to complete the replacement as described below and in strict accordance to the plans and specifications dated 5-13-21. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bidding Proposal I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

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

LOCATION(S):

The Troy Community Center

3179 Livernois Road, Troy, MI 48083.

Bid Proposal

Roof Replacement – Comm Center

Page 2 of 13

The Bid Proposal page has been REVISED.
Please use the REVISED Bid Proposal page to provide pricing.

BID FORM PART A**PROPOSAL A: Phase II (2021) Community Center Base Bid**

- Roof Replacement:
Eight Hundred Seventeen Thousand DOLLARS (\$ 817,000.00)

PROPOSAL B: Phase III (2022) Community Center Base Bid

- Roof Replacement:
Six Hundred Forty-Five Thousand DOLLARS (\$ 645,000.00)

PROPOSAL C: Phase IV (2023) Community Center Base Bid

- Roof Replacement:
Three Hundred Twenty-One Thousand DOLLARS (\$ 321,000.00)

Should additional work be determined necessary once roofing is removed, the following prices are to be used as unit costs per determined quantity during construction.

Line Item Cost for Wood Blocking Replacement:	\$ 8.00 / LF
Line Item Cost for Metal Decking Replacement:	\$ 8.50 / SF
Line Item Cost for Concrete Decking Repair:	\$ T&M / SF
Line Item Cost for Drain Replacement:	\$ 2,850.00 / EA
Line Item Cost for Drain Clean Out:	\$ 1,450.00 / EA

***NOTE: In the pricing above: Contractor is to exclude Garland supplied materials pertaining to the Omnia Partners Government Purchasing Alliance's Program. Contractor is to supply with bid submission using the form included on page 3, 4 and 5 identifying the *quantity* of Garland supplied materials anticipated for the project. The City of Troy will purchase the Garland materials under a separate contract.

Proposal A (Phase II):

Anticipated City Council Award Date is July 12, 2021.

Project completion shall be no later than November 15, 2021.

Proposals B & C (Phase III and Phase IV)

At the City's discretion, Phase III and IV will be awarded at a later date when budgets become available.

STATE WARRANTY:	40-yr on sloped roofs, 30-year on flat roofs
STATE START DATE (anticipated & approximate):	TBD based on material availability
ANTICIPATED DURATION TO COMPLETE:	Phase 2: 45 working days

Owner Qualifications:

The City of Troy can/may award any of the above Phases or combination of Phases as budgets become available. Should the City of Troy issue an award for work to be completed in future years, by submission of the bid, the contractor agrees to provide supporting documentation of any price increases since submission of the bid. The City of Troy has the right to cancel a purchase order should funding become unavailable or price increases cannot be verified.

COMPANY NAME: Lutz Roofing Company, Inc

BID FORM PART B

It is the intent of the City of Troy ("Agency") to purchase materials for the City of Troy 2021 Community Center Roof Project ("Project") located at 3179 Livernois Rd. Troy, MI directly from Garland Inc., based upon the Agency's participation in the Omnia Partners Government Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid #PW-1925 issued by the Racine County Board of Commissioners.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

Community Center – Phase II (2021)

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
7347	InsuLock HR	Kit	600 sq. ft.	104
4411-80	StressBase 80	Roll	150 sq. ft.	400
4702	Optimax FR Mineral	roll	75 sq. ft.	25
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	416
4601-G	Milennium Smooth Cap	Roll	100 sq. ft.	460
4603-G	Milennium Mineral Cap	Roll	75 sq. ft.	130
4113	HPR Torch Base	Roll	100 sq. ft.	0
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	403
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	0
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	215
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	28
7110-5	Flashing Bond	5 gallon	5 gal/sq.	90
EDGE22KYN8	R-Mer Edge Fascia	22ga.	8" x 120"	12
MEMO22KYN8	R-Mer Edge Fascia – Outside Miter	22ga.		2
4131	Flat-Stock	24 ga.	4' x 10'	100

COMPANY NAME: Lutz Roofing Company, Inc

Community Center – Phase III (2022)

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
7347	InsuLock HR	Kit	600 sq. ft.	90
4411-80	StressBase 80	Roll	150 sq. ft.	320
4702	Optimax FR Mineral	roll	75 sq. ft.	50
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	358
4601-G	Milennium Smooth Cap	Roll	100 sq. ft.	380
4603-G	Milennium Mineral Cap	Roll	75 sq. ft.	120
4113	HPR Torch Base	Roll	100 sq. ft.	0
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	334
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	0
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	195
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	30
7110-5	Flashing Bond	5 gallon	5 gal/sq.	90
EDGE22KYN8	R-Mer Edge Fascia	22ga.	8" x 120"	32
MEMO22KYN8	R-Mer Edge Fascia – Outside Miter	22ga.		8
4131	Flat-Stock	24 ga.	4' x 10'	110

COMPANY NAME: Lutz Roofing Company, Inc

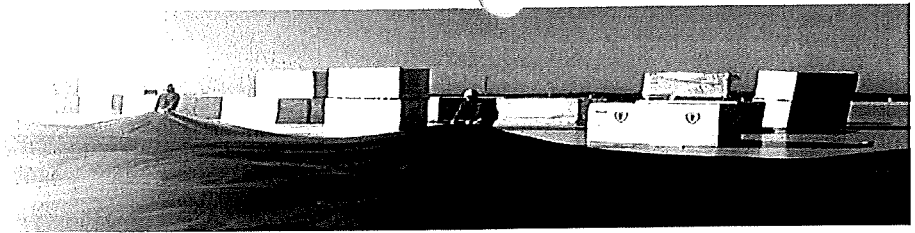
Community Center – Phase IV (2023)

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
7347	InsuLock HR	Kit	600 sq. ft.	57
4411-80	StressBase 80	Roll	150 sq. ft.	200
4702	Optimax FR Mineral	roll	75 sq. ft.	130
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	222
4601-G	Milennium Smooth Cap	Roll	100 sq. ft.	170
4603-G	Milennium Mineral Cap	Roll	75 sq. ft.	60
4113	HPR Torch Base	Roll	100 sq. ft.	0
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	153
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	0
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	130
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	38
7110-5	Flashing Bond	5 gallon	5 gal/sq.	43
EDGE22KYN8	R-Mer Edge Fascia	22ga.	8" x 120"	59
MEMO22KYN8	R-Mer Edge Fascia – Outside Miter	22ga.		6
4131	Flat-Stock	24 ga.	4' x 10'	90

PLEASE NOTE:

1. It is the responsibility of the bidder to obtain any product-related information and pricing from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder 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.

COMPANY NAME: Lutz Roofing Company, Inc



ALTERNATE OPTION

ADD Area J into the 2021 work scope.

Labor & Non Garland Material Cost: \$147,000.00

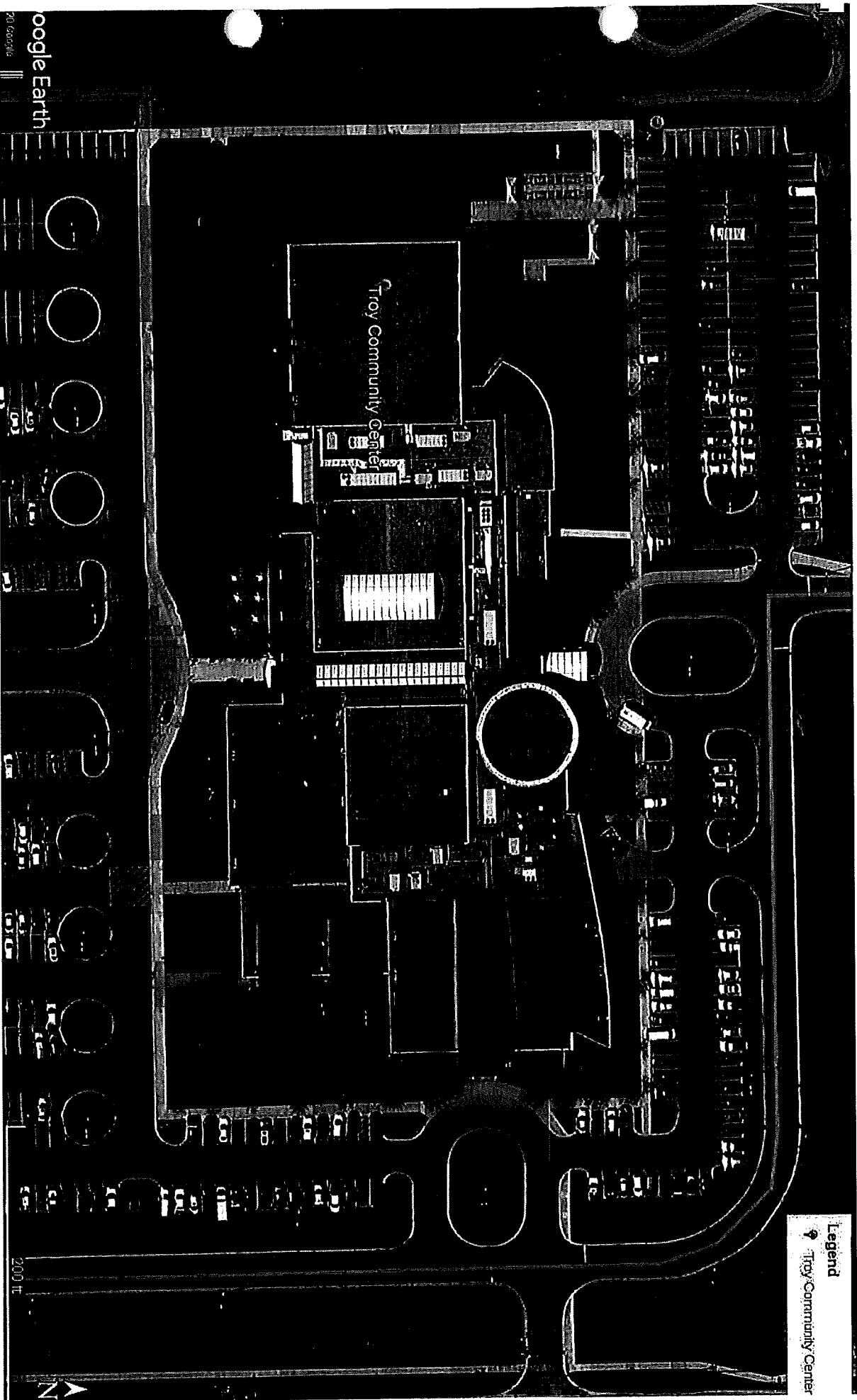
Additional Garland Material Required Below for Area J

Product #	Product Name	Unit / Size	Coverage Rate	Quantity
7347	InsuLock HR	Kit	600 sq. ft.	22
4411-80	StressBase 80	Roll	150 sq. ft.	80
4702	Optimax FR Mineral	roll	75 sq. ft.	0
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	86
4601-G	Millennium Smooth Cap	Roll	100 sq. ft.	95
4603-G	Millennium Mineral Cap	Roll	75 sq. ft.	35
4113	HPR Torch Base	Roll	100 sq. ft.	0
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	86
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	0
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	50
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	4
7110-5	Flashing Bond	5 gallon	5 gal/sq.	25
EDGE22KYN8	R-Mer Edge Fascia	22ga.	8" x 120"	0
MEMO22KYN8	R-Mer Edge Fascia - Outside Miter	22ga.		0
4131	Flat-Stock	24 ga.	4' x 10'	23

Sincerely,

Joe Sekula
Estimator/Project Manager
Lutz Roofing Company, Inc.
www.lutzroofing.com

Possible Proposed Staging Locations



BID COMPLIANCE FORM

The owner has established a level of minimum performance for the roof system components and manufacture involvement for this project. This minimum standard of quality has been established to protect the long-term interest of the City of Troy, MI. Substandard performance or incomplete information for any of the following criteria will result in a non-compliant bid.

ROOF MANUFACTURE AND SYSTEM QUALIFICATION FORM

- | | | | |
|-----|---|--------------------------------------|--|
| 1. | PREBID ATTENDENCE | <input checked="" type="radio"/> YES | NO |
| 2. | PRIMARY ROOF SYSTEM MFG. | <u>Garland</u> | |
| 3. | ROOF SYSTEM MFG ISO 9002 CERTIFICATION | <input checked="" type="radio"/> YES | NO |
| 4. | ROOF SYSTEM MFG CURRENT RATIO OF ASSETS TO LIABILITIES | <u>5:1</u> | |
| 5. | ROOF SYSTEM MFG WARRANTY CLAIMS VS PERCENT OF SALE | <u><1%</u> | |
| 6. | ROOF SYSTEM MFG NUMBER OF YEARS IN BUSINESS | <u>125</u> | |
| 7. | ROOF SYSTEM MFG DUN & BRADSTREET RATING | <u>5A1</u> | |
| 8. | ROOF SYSEM MFG. NON PRO-RATED WARRANTY TERM (replacement) | 20 | 25 <input checked="" type="radio"/> 30 |
| 9. | ROOF SYSTEM MFG. INSPECTIONS (3/WK) & WRITTEN REPORTS | <input checked="" type="radio"/> YES | NO |
| 10. | ROOF SYSTEM MFG. ROUTINE INSPECTIONS & WRITTEN REPORTS | <input checked="" type="radio"/> YES | NO |
| 11. | PROPOSED MEMBRANE MEETS EVERY CRITERIA OF SPECIFICATIONS? | <input checked="" type="radio"/> YES | NO |
| 12. | ROOF MEMBRANE MATERIAL THICKNESS IN MILS (not adhesive) | <u>225</u> | MILS |
| 13. | MATERIAL QUANTITIES FOR PURCHASE THROUGH OMNIA CO-OP? | <input checked="" type="radio"/> YES | NO |

ROOF CONTRACTOR QUALIFICATION QUESTIONARE

- | | | | |
|-----|---|--------------------------------------|----|
| 14. | 12 YEARS OF COMMERCIAL ROOF EXPERIENCE | <input checked="" type="radio"/> YES | NO |
| 15. | 5 YEARS EXPERIENCE WITH PRODUCTS APPLICATIONS BID | <input checked="" type="radio"/> YES | NO |

COMPANY NAME: Lutz Roofing Company, Inc

UNIT PRICES:

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

PREVAILING WAGE PROJECT:

This is not a prevailing wage project.

MANDATORY PRE-BID MEETING:

Mandatory Pre-Bid Meeting will be held on TUESDAY, JUNE 15, 2021 at 8:30 am at the Community Center, - North Entrance; located at 3179 Livernois Road, Troy, MI 48083. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. Meet outside the Community Center at the north end of the building.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Dennis Trantham, Facilities and Grounds Operations Manager at (248) 524-3503 or dennis.trantham@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

SITE INSPECTIONS:

All bidders should examine the site(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 the project site.

COMPLETION DATE:

The contractor awarded the project shall complete the work for Phase II within thirty (30) days from notice to proceed and/or complete by the date of NOVEMBER 15, 2021.

CONTACT INFORMATION:

Hours of operation: 7am - 5pm 24 Hr. Contact Phone No. 586-739-1148

COMPANY NAME: Lutz Roofing Company, Inc

LOCAL PREFERENCE:

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

PURCHASE ORDER:

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

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business", the Familial Disclosure, and Indemnity and Hold Harmless Forms and return with your bid proposal. Due to COVID-19 restrictions the City of 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, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment

Schedule Monthly Billing, Net 30

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

COMPANY NAME: Lutz Roofing Company, Inc

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: City of Auburn Hills
ADDRESS: 1500 Brown Rd, Auburn Hills, MI
PHONE: 248-391-3777 CONTACT: Tim Wisser
EMAIL: twisser@auburnhills.org

OWNER: County of Macomb
ADDRESS: Mt Clemens, MI
PHONE: 586-469-6539 CONTACT: Ben Treppa
EMAIL: benjamin.treppa@macombgov.org

OWNER: Yazaki North America
ADDRESS: Canton, MI
PHONE: 734-983-1166 CONTACT: Carl Haselhuhn
EMAIL: carl.haselhuhn@us.yazaki.com

MICHIGAN CONSTRUCTION LIEN ACT:

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

PUBLIC ACT 57:

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

BOND SUBMITTAL:

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

SUBCONTRACTORS:

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

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

COMPANY NAME: Lutz Roofing Company, Inc.

COMPLETION SCHEDULE:

The work shall commence upon City Council Approval. A work schedule shall be provided to Mr. Dennis Trantham, Facilities & Grounds Operations Manager. 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: Lutz Roofing Company, Inc

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

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

☒ (x) We can meet the specified insurance requirements.

☐ () 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: Lutz Roofing Company, Inc

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: Lutz Roofing Company, Inc

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: Ang D M Sell

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: 38-2423268

COMPANY: Lutz Roofing Company, Inc.

ADDRESS: 4721 22 Mile Rd. CITY: Shelby Twp STATE: MI ZIP: 48317

PHONE: (586) 739-1148 FAX NUMBER: (586) 739-7678

REPRESENTATIVE NAME: Joe Sekula

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Ang D M Sell

PAYMENT TERMS: NET 30 WARRANTY: 30 or 40 year

CHECK INCLUDED: YES COMPLETION: _____

EMAIL: jsekula@lutzroofing.com

EXCEPTIONS:

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

Material pricing for Phase 2 & 3 are based on today's pricing and does not include any cost escalation after 2021.

Any price increases between now and when these projects are awarded may be added to bid prices provided

ACKNOWLEDGEMENT:

I, Joe Sekula, 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: Ang D M Sell

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

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

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



June 16, 2021

Addendum 1
ITB-COT 21-34
Roof Replacement - Community Center
Page 1 of 4

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Tuesday, June 15, 2021 at 8:30 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 21-34, ROOF REPLACEMENT – COMMUNITY CENTER. 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 Community Center, 3179 Livernois, Troy, MI 48083.

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

- Bid Opening date and time **Thursday, June 24, 2021, at 10:00 AM E.S.T.**
- When submitting bids electronically the notary process is being waved due to COVID.
- Each proposal shall be accompanied by a Certified Check in the amount of \$25,000.00 payable to the City of Troy, Michigan, to be forfeited to said City in case of failure on the part of the successful bidder to enter into the attached form of agreement to do the work covered by such proposal at the price and within the time stated herein. **A PDF version of this Certified Check must be included with your Electronic Bid Submission Response.** Company checks and/or bid bonds will not be accepted for bid security.
- 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 Tuesday, June 15, 2021 at 8:30 AM EST located at the Troy Community Center 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 the Garland Project Managers Brad Konvolinka at bkonvolinka@garlandind.com or Matt Verhey at mverhey@garlandind.com.
- **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 **NOVEMBER 15, 2021.**
- ***FINAL PAYMENT*** only after final inspection by the City of Troy and acceptance of all work performed.
- ***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. The following Companies were represented and in attendance:

The Garland Company
T. F. Beck Company
Schreiber Corporation
National Roofing
WM Molnar Roofing
Royal Roofing Co. Inc
Lutz Roofing Co
Schena Roofing Co. Inc

Introduced: Emily Frontera, Purchasing Manager
Dennis Trantham, Facilities & Grounds Manager
Joe Lagarde, Division Supervisor-Facilities
Brad Konvolinka, Area Manager, The Garland Company
Matt Verhey, Area Manager, The Garland Company

Clarifications were discussed as follows:

- Emily Frontera, Purchasing Manager gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
- Matt Verhey and Brad Konvolinka gave an overview of the bid specifications, scope of work, forms to be included with proposal, and line items regarding wood, metal, concrete, and drain replacement.
 - Omnia Contract Bid - Proposal will consist of multiple forms – Labor and Ancillary bid forms.
 - Anticipated start date and November target completion date is for Phase 2. The City is aware of the raw materials shortages that may affect project completion date.
 - The City will be awarding Phase 2, and is seeking competitive pricing for remaining two phases for budgeting purposes and possible award as budgets become available
 - Multiple staging areas will likely be required. Contractor is to propose staging areas in post bid interview. Be aware of sprinkler system and Farmers Market held weekly and occupying the north parking lot from June until October.
 - The building has experienced a of couple of drain related issues. It is anticipated that one or two drains will need to be replaced.
 - Charcoal filters to be used at intakes throughout the project. Contractor to work with the City of Troy when temporarily disabling any mechanical units for roof-related work.
 - Contractor to provide line-item pricing to clear any clogged roof drains. **Please see the attached revised bid proposal pricing sheet.**
 - Contractor to provide floor protection for any work directly over gymnasium.
 - All existing pipe supports to be replaced with new composite pipe supports.
 - All existing expansion joints to be removed and replaced.

QUESTION: Does the City require permits?

ANSWER: Yes, but they are at no charge. Contractor to pull all permits as required,

QUESTION: Are Liquidated Damages specified?

ANSWER: No.

QUESTION: How should we handle damages to lawn?

ANSWER: The contractor will be responsible for ensuring level grade, top soil and seed application upon completion of the project.

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 21-34, ROOF REPLACEMENT TROY COMMUNITY CENTER**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached at the top of the electronic bid submission, on or before **Thursday, JUNE 24, 2021 at 10:00 AM EST.**

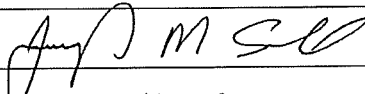
COMPANY:

Lutz Roofing Company

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Joe Sekula

SIGNATURE:



ADDRESS:

4721 22 Mile Rd.

Shelby Twp, MI 48317

DATE:

6-24-2021



Legal Status of Bidder:

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

A corporation duly organized and doing business under the laws of the State of Michigan for whom Joe Sekula, bearing the office title of Project Manager, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

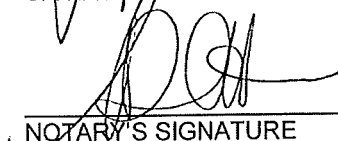
TO WHOM IT MAY CONCERN:

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

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

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


SIGNATURE OF PERSON SUBMITTING BID


NOTARY'S SIGNATURE

Subscribed and sworn to before me this 24 day of June, 2021 in and
for Macomb County.

My commission expires:
7/1/2021

SHERRY DROBEK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires July 1, 2021
Acting in the County of Macomb



**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.

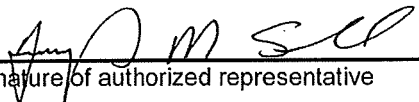
☒ I am able to certify to the above statements.

Lutz Roofing Company

Name of Agency/Company/Firm (Please Print)

Joe Sekula - Project Manager

Name and title of authorized representative (Please Print)



Signature of authorized representative

6/24/2021

Date

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



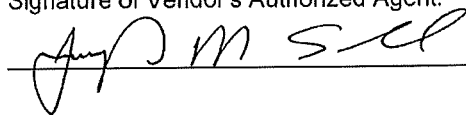
**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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

Vendor	
Legal Name	Lutz Roofing Company, Inc
Street Address	4721 22 Mile Rd.
City	Shelby Twp
State, Zip	MI 48317
Corporate I.D. Number/State	236597
Taxpayer I.D. #	38-2423268

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.

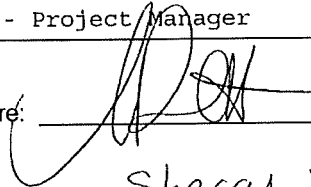
Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:

Joe Sekula - Project Manager

Witness Signature:



Printed Name of Witness:

Sherry Drobek



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

The undersigned, the owner or authorized officer of Lutz Roofing Company (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 Troy Community Center and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

NONE

BIDDER:

Lutz Roofing Company

By: Joe Sekula
Its: Project Manager

STATE OF MICHIGAN)

)ss.

COUNTY OF Macomb)

This instrument was acknowledged before me on the 24 day of June, 2021, by

Sherry Drobek - Notary

SHERRY DROBEK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires July 1, 2021
Acting in the County of Macomb



DRAFT

City of Troy
Oakland County, Michigan
Contract Form

ARTICLES OF AGREEMENT, made and entered into this 24 day of June

2021 by and between Lutz Roofing of Shelby Twp
(Name) (City and State)

herein after called the Contractor and the City of Troy, Troy, Michigan hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

1. That all Contract Documents, as defined in the Bid Specifications "**Community Center Roof Replacement Phase II**", hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Contractor shall, under penalty of bonds submitted, furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his/her Proposal in strict accordance with the specifications and other documents which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the Owner agrees to pay to the Contractor the amounts provided in the attached Proposal, being the product of the unit prices therein set forth, multiplied by the number of units actually constructed, all in the time and manner as set forth in the Contract Documents.
4. IN WITNESS whereof said parties have hereunto set their hands and seals, the day and year first above written.

WITNESS:

1. _____	<u>Lutz Roofing Company</u>
	Contractor
2. _____	<u>Project Manager</u>
	Title <u>Jeff M Sell</u>

APPROVED: BY: _____
Mayor

City Manager or Designee

CITY OF TROY
Owner

RESOLUTION NUMER: _____

APPROVED AS TO FORM AND LEGALITY:
BY: _____

City Attorney

ATTEST: _____
City Clerk



INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Lutz Roofing Company, Inc
(Name of the Contractor/Vendor)

agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by the Contractor/Vendor as outlined in this Agreement or as relating to or resulting from those activities.

CONTRACTOR

Joe Sekula 6-24-2021
Contractor/Vendor representative signature/date

Witness

CITY OF TROY

City of Troy representative signature/date

Witness



**City of Troy
Oakland County, Michigan
Contractor's Affidavit**

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says the following:

That he/she or she is Estimator/Project Manager of the Lutz Roofing,
(Title) (Construction Company)

The contractor for **Community Center, Roof Replacement Phase II-** This work is located within the City of Troy and is owned by the City of Troy, Oakland County, Michigan;

That the total amount of the Contract, including extras, is \$ _____, on which he/she has received payment of \$ _____ prior to this payment;

That all waivers are true, correct, and genuine, and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers:

That the following are names of all parties who have furnished material or labor, or both, for said work, and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof, and the amount due or to become due to each, and that the items mentioned include all labor and materials required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR & MATERIALS TO COMPLETE:					

That there are no other contracts for said work outstanding, and that there is nothing due to become due to any person for materials, labor, or other work of any kind done or to be done upon, or in connection with, said work other than above stated.

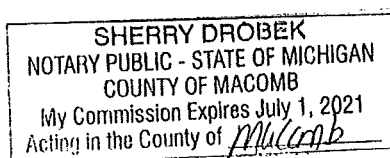
Joe Sekula
SIGNATURE

Joe Sekula - Estimator/Project Manager
PRINT NAME & TITLE

6/24/21
DATE

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 24 day of June, 2021.





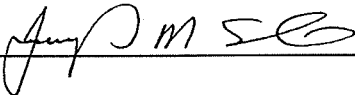
**City of Troy
Oakland County, Michigan
Contractor's Declaration**

I hereby declare that I have not, during the period _____ to _____, A.D. 20____ Performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from _____ executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided there under, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There _____ an itemized statement attached.
Is / is not

Date: _____ 06/24/2021 _____

Contractor: _____ Lutz Roofing Company, Inc. _____

By: _____  _____

Title: _____ Estimator/Project Manager _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 7, 2021

To: Mark F. Miller, City Manager

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

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Purchasing Cooperative Contract – Community Center Phase II (sections A, B, C, K, L and M and Alternate section J) Roof Replacement

History

- The Troy Community Center was constructed in 2 separate phases. The first phase was built in 2002 and consisted of the west portion of the facility with the east portion following in 2003. The original roofing contractor went out of business sometime after the completion of the Recreation Center
- The manufacturer warranty for the roof expired on March 16, 2018.
- In 2018 a complete facility condition assessment (FCA) and analysis was conducted and identified the recommendation to replace the roof at the Community Center through the regular capital renewal process.
- The roof at the Troy Community Center consists of two different types of roofs. The primary type of roof is a 3-ply modified asphalt built up-roof with a gravel surface.
- The secondary type of roof is a single ply EPDM (ethylene-propylene diene monomer) roof or simply a synthetic rubber roof. This is the roof that has failed.
- The FCA recommended that the secondary roof be replaced in 2023.
- At the April 22, 2019 meeting of the Troy City Council Resolution #2019-04-042-J-4f authorized the expenditure of \$100,000 to repair several areas to extend the life of the roof. This action allowed for the roof to be phased into smaller projects.
- On August 24, 2020 Troy City Council approved Phase I Barrel Roof Replacement: Resolution #2020-08-119-J-4e.

Purchasing

The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. On Tuesday, June 15, 2021 a Mandatory Onsite Pre-Bid Meeting was held at 8:30 a.m. at the Community Center. On Thursday, June 24, 2021, a bid opening was conducted as required by City Charter and Code for the Community Center Phase II Roof Replacement. Three (3) bid proposals and one (1) no 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

Companies notified via MITN	234
Troy Companies notified via MITN	10
Troy Companies notified Active email Notification	10
Troy Companies - Active Free	0
Companies that viewed the bid	48
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 access any bid information.

- The bid summary was analyzed and reviewed in conjunction with the Facilities Department.
- It is recommended to award the Community Center Phase II and Alternate Section J roofing project to the low bidder meeting all bid specifications; *Lutz Roofing Company, Inc. of Shelby Township, MI*.
- *Lutz Roofing Company, Inc.* will provide all labor, equipment, tools and supervision necessary for roof replacement as per all bid specifications.
- A 30-year materials and labor warranty is included.
- Anticipated Project completion date is November 15, 2021 contingent upon material availability.
- The roofing materials will be purchased direct from *The Garland Company, Inc.* based on the OMNIA Partners Cooperative Purchasing Contract #PW1925.

Lutz Roofing Company, Inc	\$964,000.00
The Garland Company, Inc	<u>\$872,839.33</u>
Total Roof Replacement Cost:	\$1,836,839.33
Contingency Amount:	\$163,160.67
Grand Total Roof Replacement Cost:	\$2,000,000.00

Financial

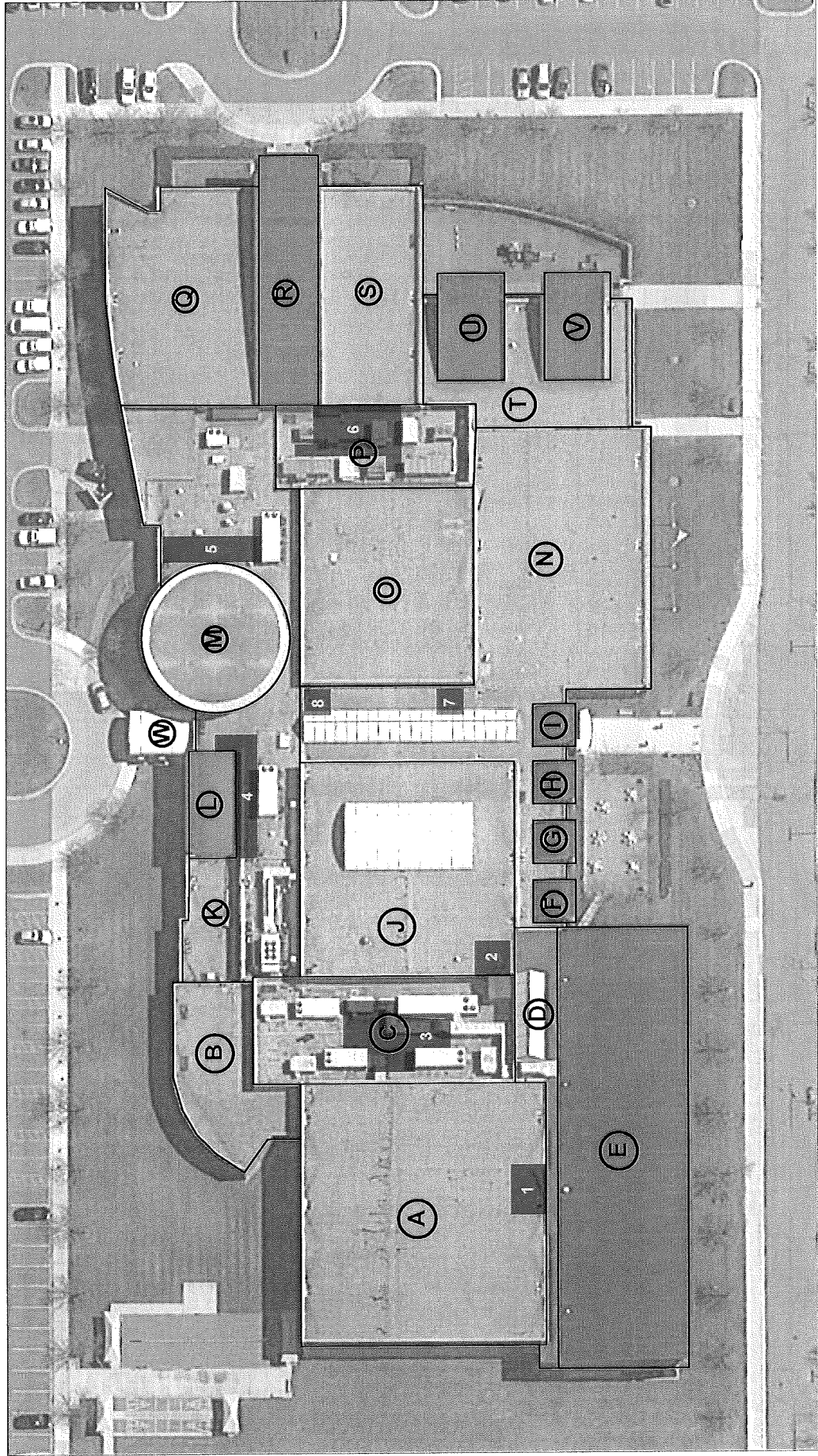
Funds for the Community Center Roof are budgeted and available in the Capital Project Fund under Recreation Project Number 2022C0068 for the 2022 fiscal year. Expenditures will be charged to account number 401.752.755.7975.125.

Recommendation

City Management recommends awarding contracts for the Community Center Roof Replacement for Phase II (sections A, B, C, K, L, and M and Alternate J) as per bid specifications to the low bidder meeting specifications, *Lutz Roofing Company, Inc of Shelby Township, MI* for an estimated total cost of \$964,000 at unit prices contained in the bid tabulation opened June 24, 2021 and to *The Garland Company, Inc. of Cleveland, OH* based on the OMNIA Partners Cooperative Purchasing Contract for \$872,839.33 for an estimated total cost of \$1,836,839.33 and a contingency of \$163,160.67 for a total amount not to exceed \$2,000,000.



City of Troy - Campus
TROY, MICHIGAN

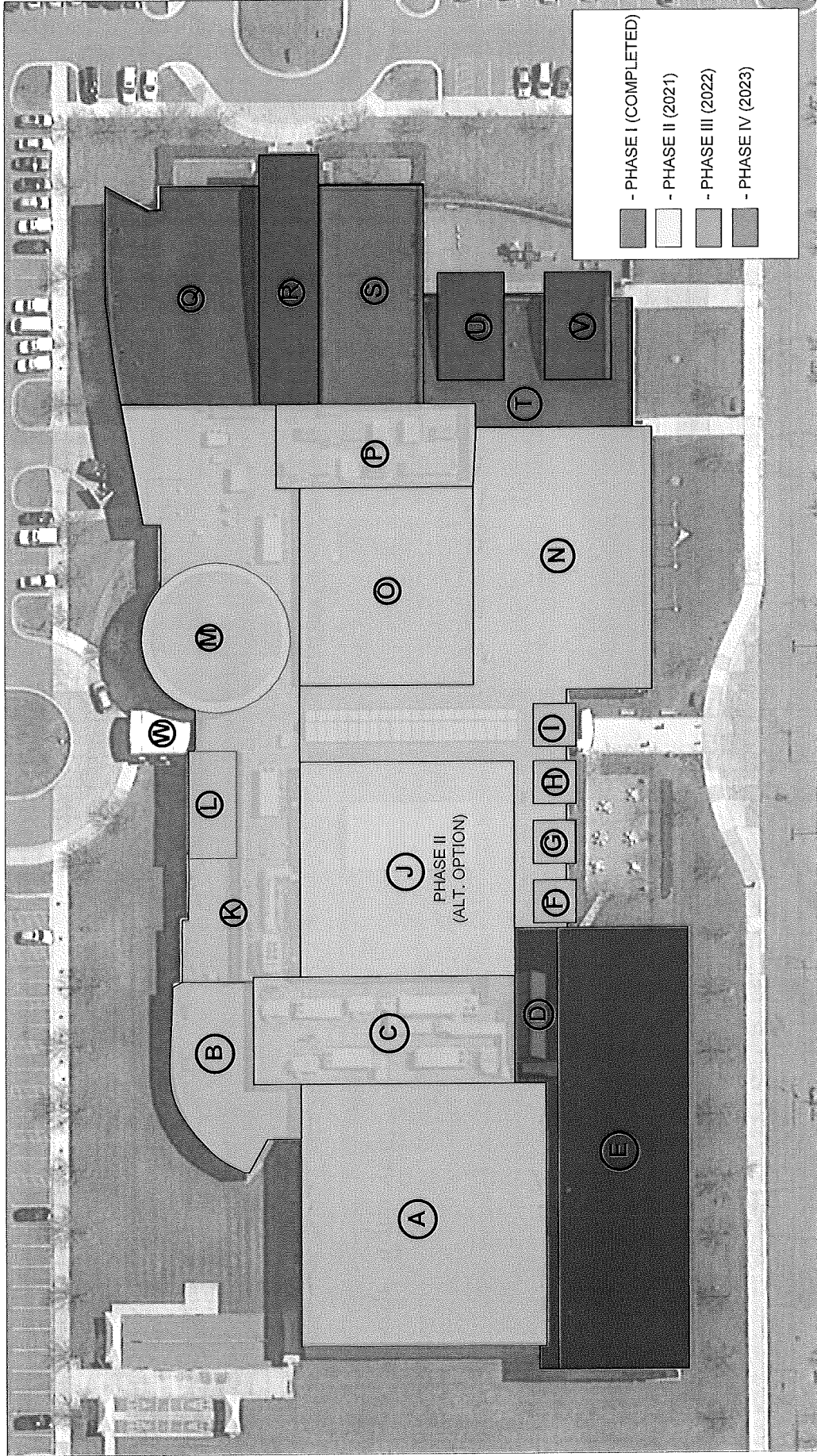


THE GARLAND COMPANY INC.
5151 91st STREET - CLEVELAND, OHIO 44105-2197
PHONE (800) 321-9326 / FAX (216) 641-0533

REVISION:	
DATE: 3-13-21	1 OF 3
SHEET:	
SECTION: ALL	
JOB NUMBER:	
DWG BY:	
CHECK BY:	



City of Troy - Campus TROY, MICHIGAN



- PHASE I (COMPLETED)
- PHASE II (2021)
- PHASE III (2022)
- PHASE IV (2023)

COMMUNITY CENTER

SECTION: ALL

DATE: 3-13-21

SHEET: 2 OF 3

JOB NUMBER: 2019-001

DWG BY: JCH

CHK BY: JCH

THE GARLAND COMPANY INC.

3701 ST 141 STREET - CLEVELAND, OHIO 44105-2197
PHONE (800) 321-9336 / FAX (216) 641-0833



City of Troy
TROY, MICHIGAN

SCOPE OF WORK – COMMUNITY CENTER

BASE BID SCOPE FOR SECTIONS E, D, F, G, H, I, L, R, U, & V (EXISTING SINGLE-PLY EPDM)

EPDM BASE BID SCOPE: 2-PLY, COLD-PROCESS URETHANE MODIFIED SYSTEM IN ZERO VOC ADHESIVE WITH ALUMINUM COATING

- 1) Remove existing roof and roofing components, including counter-flashings, copings, gravel stops, and insulation, down to metal decking. Check decking for deficiencies and replace deteriorated decking at the cost/sf price as identified on the bid form.
- 2) Mechanically attach two layers of 2" Polyisocyanurate insulation at predetermined fastening pattern to achieve necessary wind uplift values as specified. Insulation stops to be utilized where needed.
- 3) Install ½" DensDeck or Securock set in InsuLock insulation adhesive per wind uplift requirements in 4'x4' maximum sheets.
- 4) All accessories such as pipe boots, sealants, etc. are to be installed as identified in specifications and drawings.
- 5) New HPR, two-ply modified system is to consist of StressBase 80 and Optimax mineral cap set in GreenLock cold process, zero VOC adhesive at a rate of 2.5 gallons per square. Back-nailing requirements to be followed per specifications.
- 6) Flashing piles at all perimeter and penetration conditions are to be installed per provided details utilizing StressBase 80 Base Sheet and Optimax Mineral Surfaced SBS Cap sheet set in Flashing Bond adhesive.
- 7) All copings and counter-flashings are to be prefabricated R-Mer Edge per specifications in owner's choice of a standard color.
- 8) Copings are to be ANSI-SPRI ES1 rated, shop formed provided by roofing manufacturer.
- 9) The field of the roof is to receive two coats of aluminized coating approximately 30 days after completion at a rate of 0.75 gallons per square.
- 10) Garland Representative to be on site to inspect project and provide routine reports indicating any details and/or conditions that should be noted and ensure full compliance with bidding documents.
- 11) Garland to issue 40-year total warranty to owner and contractor to issue 3 year workmanship warranty.

BID SCOPE FOR SECTIONS: A, B, C, J, K, M, N, O, P, Q, S, & T (EXISTING CTP BUR)

BUR SCOPE OF WORK: 2-PLY MODIFIED CTP SYSTEM IN ZERO VOC ADHESIVE AND CTP FLOOD COAT

- 1) Remove existing roof and roofing components, including counter-flashings, copings, gravel stops, and insulation, down to metal decking. Check decking for deficiencies and replace deteriorated decking at the cost/sf price as identified on the bid form.
- 2) At areas of concrete decking, install torch-applied HPR Torch Base directly over decking. Insulation is to be adhered with Insulock at areas where vapor barrier is installed.
- 3) Mechanically attach two layers of 2" Polyisocyanurate insulation at predetermined fastening pattern to achieve necessary wind uplift values as specified.
- 4) Where necessary, install tapered polyisocyanurate system where necessary and/or cricket system to facilitate 1/8" slope to existing drain locations.
- 5) Install ½" DensDeck or Securock set in InsuLock insulation adhesive per wind uplift requirements.
- 6) Sump all drains where allowed to achieve 4" x 4" pan.
- 7) All accessories such as cant strips, drain inserts (or new drains), sealants, etc. are to be installed as identified in specifications and drawings.
- 8) New HPR, two-ply modified system is to consist of StressBase 80 and Millennium CTP smooth cap set in GreenLock cold process, zero VOC adhesive at a rate of 2.5 gallons per square.
- 9) Flashing piles at all perimeter and penetration conditions are to be installed per provided details utilizing StressBase 80 Base Sheet and StressPly Plus FR Mineral Surfaced SBS Cap sheet set in Flashing Bond adhesive.
- 10) All copings and counter-flashings are to be fabricated from 24 Ga., prefinished steel per specifications in owner's choice of a standard color.
- 11) Copings are to be ANSI-SPRI ES1 rated, shop formed provided by roofing manufacturer.
- 12) Pitch pans and gravel guards around drains are to utilize 16 oz. cold rolled copper with grade 50A solder.
- 13) The field of the roof is to receive a flood coat of Black Knight Cold, cold process bitumen at a rate of 5 gallons per square and 500lbs/sq of pea gravel.
- 14) All exposed SBS flashings are to receive a reflective coating of Garla-Brite per specifications and details.
- 15) Garland Representative to be on site daily to inspect project and provide daily reports indicating any details and/or conditions that should be noted and ensure full compliance with bidding documents.
- 16) Garland to issue 30-year total warranty to owner and contractor to issue 3 year workmanship warranty.

SCOPE OF WORK

Opening Date: 06/24/2021
Reviewed Date: 06/24/2021

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER

ITB-COT 21-34
Pg. 1 of 4

Vendor Name:	Royal Roofing Co. Inc.	Lutz Roofing Co. Inc.	Schreiber Corporation
City:	Orion, MI	Shelby Twp, MI	Wixom, MI
Check #:	2014637295	1142570225	9468422878
Check Amount:	\$25,000	\$25,000	\$25,000

PROPOSAL: TO COMPLETE THE ROOF REPLACEMENT FOR THE CITY OF TROY COMMUNITY CENTER (Phase II, Phase III, and Phase IV) a multi-year, multi-phase project.

Roof Replacement	Total	Total	Total
PROPOSAL A: Phase II (2021) Community Center Base Bid	\$797,400.00	\$817,000.00	\$995,000.00
Materials:	\$781,584.64	\$726,353.58	\$699,219.71
Total of Proposal A and Materials	\$1,578,984.64	\$1,543,353.58	\$1,694,219.71

Alternate Section J	\$138,050.00	\$147,000.00	none
Materials:	none	\$146,485.75	none
Total of Alternate Section J and Materials		\$293,485.75	

PROPOSAL B: Phase III (2022) Community Center Base Bid	\$600,400.00	\$645,000.00	none
PROPOSAL C: Phase IV (2023) Community Center Base Bid	\$393,850.00	\$321,000.00	none

LINE ITEM COST: Should additional work be determined necessary once roofing is removed, the following prices are to be used as unit costs per determined quantity during construction.

Line Item Cost for Wood Blocking Replacement:	LF	\$7.50	\$8.00	\$8.00
Line Item Cost for Metal Decking Replacement:	SF	\$10.00	\$8.50	\$12.50
Line Item Cost for Concrete Decking Repair:	SF	\$120.00	T&M	\$40.00
Line Item Cost for Drain Replacement:	EA	\$2,000.00	\$2,850.00	\$2,500.00
Line Item Cost for Drain Clean Out:	EA	\$350.00	\$1,450.00	\$2,000.00

COMMUNITY CENTER - PHASE II (2021)

Product #	Product Name	Unit/Size	Coverage Rate		Quantity	Quantity	Quantity	
7347	InsuLock HR	Kit	600 sq. ft.	\$357.39	110	104	80	
4411-80	StressBase 80	Roll	150 sq. ft.	\$221.76	415	400	420	
4702	Optimax FR Mineral	Roll	75 sq. ft.	\$454.41	26	25	25	
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	\$338.58	420	416	430	
4601-G	Milennium Smooth Cap	Roll	100 sq. ft.	\$369.27	469	460	485	
4603-G	Milennium Mineral Cap	Roll	75 sq. ft.	\$433.62	180	130	170	
4113	HPR Torch Base	Roll	100 sq. ft.		0	0	Not Specified	
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	\$197.01	407	403	Not Specified	
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	\$2,045.34	0	0	40	
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	\$285.12	400	215	Not Specified	
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	\$234.63	46	28	37	
7110-5	Flashing Bond	5 gallon	5 gal/sq.	\$111.87	90	90	90	
EDGE22KYN8	R-Mer Edge Fascia	22 gallon	8" x 120"	\$139.01	50	12	310	
MEMO22KYN8	R-Mer Edge Fascia - Outside Miter	22 gallon		\$94.25	8	2	20	
4131	Flat Stock	24 gallon	4' x 10'	\$111.87	100	100	100	
Shipping est \$11,000					TOTAL	\$781,584.64	\$726,353.58	\$699,219.71

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER

ITB-COT 21-34

Pg. 2 of 4

Vendor Name:	Royal Roofing Co. Inc.	Lutz Roofing Co. Inc.	Schreiber Corporation
City:	Orion, MI	Shelby Twp, MI	Wixom, MI

COMMUNITY CENTER - PHASE III (2022)

Product #	Product Name	Unit/Size	Coverage Rate		Quantity	Quantity	Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$357.39	92	90	N/A
4411-80	StressBase 80	Roll	150 sq. ft.	\$221.76	337	320	N/A
4702	Optimax FR Mineral	Roll	75 sq. ft.	\$454.41	45	50	N/A
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	\$338.58	361	358	N/A
4601-G	Millennium Smooth Cap	Roll	100 sq. ft.	\$369.27	388	380	N/A
4603-G	Millennium Mineral Cap	Roll	75 sq. ft.	\$433.62	110	120	N/A
4113	HPR Torch Base	Roll	100 sq. ft.		0	0	N/A
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	\$197.01	333	334	N/A
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	\$2,045.34	0	0	N/A
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	\$285.12	218	195	N/A
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	\$234.63	33	30	N/A
7110-5	Flashing Bond	5 gallon	5 gal/sq.	\$111.87	100	90	N/A
EDGE22KYN8	R-Mer Edge Fascia	22 gallon	8" x 120"	\$139.01	32	32	N/A
MEMO22KYN8	R-Mer Edge Fascia - Outside Miter	22 gallon		\$94.25	8	8	N/A
4131	Flat Stock	24 gallon	4' x 10'	\$111.87	90	110	N/A
Shipping est \$11,000					TOTAL	\$614,224.69	\$606,432.40

COMMUNITY CENTER - PHASE IV (2023)

Product #	Product Name	Unit/Size	Coverage Rate		Quantity	Quantity	Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$357.39	59	57	N/A
4411-80	StressBase 80	Roll	150 sq. ft.	\$221.76	210	200	N/A
4702	Optimax FR Mineral	Roll	75 sq. ft.	\$454.41	120	130	N/A
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	\$338.58	237	222	N/A
4601-G	Millennium Smooth Cap	Roll	100 sq. ft.	\$369.27	180	170	N/A
4603-G	Millennium Mineral Cap	Roll	75 sq. ft.	\$433.62	60	60	N/A
4113	HPR Torch Base	Roll	100 sq. ft.		0	0	N/A
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	\$197.01	163	153	N/A
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	\$2,045.34	0	0	N/A
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	\$285.12	153	130	N/A
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	\$234.63	39	38	N/A
7110-5	Flashing Bond	5 gallon	5 gal/sq.	\$111.87	45	43	N/A
EDGE22KYN8	R-Mer Edge Fascia	22 gallon	8" x 120"	\$139.01	66	59	N/A
MEMO22KYN8	R-Mer Edge Fascia - Outside Miter	22 gallon		\$94.25	12	6	N/A
4131	Flat Stock	24 gallon	4' x 10'	\$111.87	90	90	N/A
Shipping est \$10,000					TOTAL	\$415,208.74	\$397,524.25

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER

ITB-COT 21-34
Pg. 3 of 4

Vendor Name:	Royal Roofing Co. Inc.	Lutz Roofing Co. Inc.	Schreiber Corporation
City:	Orion, MI	Shelby Twp, MI	Wixom, MI

COMMUNITY CENTER - ALTERNATE SECTION J							
Product #	Product Name	Unit/Size	Coverage Rate		Quantity	Quantity	Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$357.39	N/A	22	N/A
4411-80	StressBase 80	Roll	150 sq. ft.	\$221.76	N/A	80	N/A
4702	Optimax FR Mineral	Roll	75 sq. ft.	\$454.41	N/A	0	N/A
7301-5	GreenLock Membrane Adhesive	5 gallon	2.5 gal/sq.	\$338.58	N/A	86	N/A
4601-G	Milennium Smooth Cap	Roll	100 sq. ft.	\$369.27	N/A	95	N/A
4603-G	Milennium Mineral Cap	Roll	75 sq. ft.	\$433.62	N/A	35	N/A
4113	HPR Torch Base	Roll	100 sq. ft.		N/A	0	N/A
7343-5	Black-Knight Cold	5 gallon	5 gal/sq.	\$197.01	N/A	86	N/A
7343-55	Black-Knight Cold	55 gallon	5 gal/sq.	\$2,045.34	N/A	0	N/A
7302-3	GreenLock Flashing Adhesive	3.5 gallon	5 gal/sq.	\$285.12	N/A	50	N/A
7411-5	GarlaBrite	5 gallon	0.75 gal/sq. X2	\$234.63	N/A	4	N/A
7110-5	Flashing Bond	5 gallon	5 gal/sq.	\$111.87	N/A	25	N/A
EDGE22KYN8	R-Mer Edge Fascia	22 gallon	8" x 120"	\$139.01	N/A	0	N/A
MEMO22KYN8	R-Mer Edge Fascia - Outside Miter	22 gallon		\$94.25	N/A	0	N/A
4131	Flat Stock	24 gallon	4' x 10'	\$111.87	N/A	23	N/A
Shipping est \$4,000				TOTAL		\$146,485.75	

BID TABULATION
CITY OF TROY
ROOF REPLACEMENT - COMMUNITY CENTER

ITB-COT 21-34
Pg. 4 of 4

Vendor Name:		Royal Roofing Co. Inc.	Lutz Roofing Co. Inc.	Schreiber Corporation
City:		Orion, MI	Shelby Twp, MI	Wixom, MI
State Warranty:		Garland	40-yr on sloped roofs, 30-yr on flat roofs	None
State Start Date (anticipated & approximate):		TBD (Dependant on Materials)	TBD based on material availability	None
Anticipated Duration to Complete:		40 working days	Phase 2: 45 working Days	None
Attended Mandatory Pre-Bid Meeting:		Y or N	Y	Y
Completed Bid Compliance Form:		Y or N	Y	Y
Contact Information: Hours of Operation:		6-4pm	7am-5pm	Mon-Fri 7am-5pm
24 Hour Phone #:		248.276.7663	586.739.1148	248.926.1500
Proposed Payment Schedule:		Monthly net 30	Monthly Billing net 30	Net 30
References:		Y or N	Y	Y
Insurance:		Y or N	Y	Y
Payment Terms:		Net 30	Net 30	Net 30
Warranty:		Garland	30 or 40 year	As Specified
Completion:		TBD (Dependant on Materials)	Not Specified	Not Specified
Exceptions:		Asbestos Removal Interior protection	Price increase to Phases 2 & 3 may be required due to escalating costs after 2021.	If awarded to Schreiber, we request a pre-construction meeting to determine scheduling.
Acknowledgement:		Y or N	Y	Y
Signed Addendum:		Y or N	Y	N
Forms:		Y or N	Y	Y

Attest:

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

Dennis Trantham
Joe Lagarde
Heather Chomiak
Kristine Kallek
Jackie Ahlstrom
Matt Verhey
Brad Konvolinka

Emily Frontera
Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Gompers, Cornish & Barr
22955 21 Mile Road
Macomb MI 48042

CONTACT NAME: Mary Shoemaker

PHONE (A/C, No, Ext): 586-949-2300

FAX (A/C, No):

E-MAIL ADDRESS: mshoemaker@gcbinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Michigan Insurance Company

10857

INSURER B : Midwest Employers Casualty

INSURER C : Crum & Forster Specialty Ins

INSURER D :

INSURER E :

INSURER F :

INSURED
Lutz Roofing Company Inc.
4721 22 Mile Rd.
Shelby Twp. MI 48317

LUTZR-1

COVERAGES

CERTIFICATE NUMBER: 109265235

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPJ9316040	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CCJ9316040	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CXJ9316040	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	EWC005394	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability Errors & Omissions	Y	Y	PKC111196	4/1/2021	4/1/2022	Each Condition \$1,000,000 Each Wrongful Act \$1,000,000 General Aggregate \$1,000,000

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

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 are Additional Insured with respect to General Liability and Automobile Liability if required in a written contract or agreement with the insured. General Liability and Automobile Liability are Primary and Non-Contributory if required in a written contract or agreement with the insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**MIC PAK BROADENED LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

<u>Coverage</u>	<u>Limit(s) of Insurance</u>	<u>Page</u>
Additional Insured Broad Form Vendors	Included in applicable Limit of Insurance	6
Additional Insured By Contract, Agreement Or Permit	Included in applicable Limit of Insurance	5
Amendment of General Aggregate Limit of Insurance - Per Project and Per Location	Included with a Stop Loss Limitation	7
Broad Form Named Insured Coverage	Included in applicable Limit of Insurance	5
Broadened Damage To Premises Rented To You Coverage	\$500,000	2
Broadened Newly Formed or Acquired Organizations Coverage (180 days)	Included in applicable Limit of Insurance	5
Electronic Data Liability	\$50,000	3
Incidental Malpractice Liability - Nurse, EMT, or Paramedic Coverage	Included in applicable Limit of Insurance	5
Knowledge Of An Occurrence, Offense, Claim Or Suit	Included in applicable Limit of Insurance	8
Medical Expense Increased Limit	\$10,000	7
Mobile Equipment Redefined	Included in applicable Limit of Insurance	9
Non-Owned Aircraft, Hired, Chartered Or Loaned With Paid Crew	Included in applicable Limit of Insurance	2
Non-Owned Watercraft Coverage	Included in applicable Limit of Insurance	2
Supplementary Payments - Coverages A and B		4
Bail Bonds Increased Limit	\$3,000	
Loss of Earnings Increased Limit	\$1,000 per day	
Unintentional Failure To Disclose Hazards	Included in applicable Limit of Insurance	9
Voluntary Property Damage - Coverage is subject to a \$500 Each "Occurrence" Deductible	\$5,000 Each "Occurrence"	3
Waiver of Transfer of Rights of Recovery	Included in applicable Limit of Insurance	8

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

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

I. NON-OWNED WATERCRAFT COVERAGE

- A. Subparagraph g.(2) under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

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

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

- B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

II. NON-OWNED AIRCRAFT, HIRED, CHARTERED OR LOANED WITH PAID CREW

The following provisions are added to subparagraph g. under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**:

- A. This exclusion does not apply to an aircraft that you do not own that is hired, chartered or loaned with a paid crew.
- B. Paragraph A. does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

III. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

- A. Subparagraph j. **Damage To Property** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

IV. VOLUNTARY PROPERTY DAMAGE

- A. We will pay, at your request, regardless of the fault of any insured, for "property damage" to:
1. Property loaned to you;
 2. Personal property in the care, custody or control of the insured; or
 3. That particular part of any property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay for all damages because of "property damage" covered by this Voluntary Property Damage coverage, arising out of any one "occurrence", will be the Voluntary Property Damage Each Occurrence Limit indicated in the Schedule above minus the Voluntary Property Damage Each Occurrence Deductible amount indicated in the Schedule above.

We may pay part of or all of any applicable deductible amount to effect settlement of any claim or "suit". Upon notice of our payment of such deductible amount, you shall promptly reimburse us for the part of the deductible amount we pay.

The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages and your duties in the event of an "occurrence", claim or "suit", apply irrespective of the application of the deductible amount.

- B. With respect to the insurance provided by this Voluntary Property Damage coverage, Exclusions j.(4) and j.(5) under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** are deleted.
- C. With respect to the insurance provided by this Voluntary Property Damage coverage, Exclusion j.(6) under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** does not apply to personal property of others.
- D. With respect to the insurance provided by this Voluntary Property Damage coverage, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

In the event of "property damage" covered by this Voluntary Property Damage coverage, you must, if requested by us, replace, or furnish the labor and materials necessary for repairs to, the property to which such "property damage" occurred at actual cost to you, excluding prospective profit and overhead charges of any nature.

V. ELECTRONIC DATA LIABILITY

- A. Subparagraph p. **Electronic Data** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

C. With respect to the insurance provided by this Electronic Data Liability coverage, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.

D. With respect to the insurance provided by this endorsement, the following Definition is added to SECTION V - DEFINITIONS:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

VI. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS

A. Subparagraph b. under paragraph 1. as found in SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)

is deleted and replaced by the following:

- b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit 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.

B. Subparagraph d. under paragraph 1. as found in SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES) is deleted and 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". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

VII. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph 1. as found in **SECTION II - WHO IS AN INSURED**:

- f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

VIII. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph 2.a.(1)(d) as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

IX. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph 3.a. as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

X. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

The following provision is added to **Section II - Who Is An Insured**:

- A. Any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy is also an insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part:

1. Your acts or omissions; or

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

in the performance of your ongoing operations at the site or location designated in the written contract or agreement or in connection with your premises owned by or rented to you.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

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

This insurance does not apply to:

1. "Bodily injury" or "property damage" occurring:
 - a. Prior to the date the written contract or agreement was executed and in effect;
 - b. After your contract or agreement with such additional insured ends; or
 - c. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.
2. "Property damage" to:
 - a. Property owned, occupied or used by;
 - b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
 - c. "Your work" for, such person or organization.
3. Any vendor, concessionaire or grantor of a franchise.
4. Any lessor of leased equipment if the "occurrence" takes place after the lease expires.
5. To any owner or other interest from whom land has been leased if:
 - a. The "occurrence" takes place after you cease to lease that land; or

- b. The "bodily injury" or "property damage" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the lessor.
6. To any manager or lessor of premises if:
- a. The "occurrence" takes place after you cease to be a tenant in that premises; or
 - b. The "bodily injury" or "property damage" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the lessor.
7. To any state or municipality if:
- a. The "bodily injury" or "property damage" arises out of operations performed for the state or municipality; or
 - b. The "bodily injury" or "property damage" is included within the "products-completed operations hazard".
8. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
 - b. Supervisory, inspection, or engineering services.
- C. With respect to the insurance afforded these additional insureds, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

XI. ADDITIONAL INSURED BROAD FORM VENDORS

The following provision is added to **Section II - Who Is An Insured**:

- A. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy is also an insured, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

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

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

C. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

XII. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

XIII. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

A. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE C. MEDICAL PAYMENTS** only, the following provision is added to **SECTION III - LIMITS OF INSURANCE**:

The General Aggregate as described in paragraph 2. under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage A, or a single accident under Coverage C, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage A arising out of such "occurrence" and all medical expenses under Coverage C arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage B. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage B, regardless of the number of projects or "locations";

3. If Included with a Stop Loss Limitation is indicated in the Schedule above under Limit(s) of Insurance, the most we will pay under this Amendment of General Aggregate Limit of Insurance - Per Project and Per Location for the sum of all damages under Coverage **A** (except for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard") and for all medical expenses under Coverage **C**, occurring during any one period of twelve (12) consecutive months (or portion thereof) beginning with the effective date of the policy to which this endorsement is attached, is three (3) times the General Aggregate Limit of Insurance shown in the Declarations. This applies regardless of the number of:

- a. Projects away from premises owned by or rented to you;
- b. "Locations" owned by or rented to you;
- c. Insureds;
- d. Claims made or "suits" brought; or
- e. Persons or organizations making claims or bringing "suits".

B. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XIV. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs **a.** and **b.** under paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

XV. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph **6. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

- a. You are required under a written contract to waive your rights to recover from that person or organization; and
- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

XVI. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

XVII. MOBILE EQUIPMENT REDEFINED

Subparagraph f.(1) under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1)** Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

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

in the performance of your ongoing operations at the site or location designated in the written contract or agreement.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

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

1. This does not apply to "Bodily injury" or "property damage" occurring:
 - a. Prior to the date the written contract or agreement was executed and in effect;
 - b. After all work on the project (other than service, maintenance or repairs) to be performed at the site or location of the covered operations has been completed; or
 - c. After 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.

2. "Property damage" to:

- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. "Your work" for, such person or organization.

3. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
- b. Supervisory, inspection, or engineering services.

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" involved the rendering of or the failure to render any professional services.

4. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

8. The most we will pay under the insurance provided by this endorsement is:
 - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
 - b. The applicable Limit of Insurance shown in the Declarations, whichever is less.

D. With respect to the Insurance provided by this endorsement, Paragraph 4. Other Insurance as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED
IN WRITTEN CONSTRUCTION CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed at the site or location designated in the written contract or agreement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

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

1. This does not apply to "bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.
2. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
 - b. Supervisory, inspection, or engineering services.

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" involved the rendering of or the failure to render any professional services.

3. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

- C.** With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

8. The most we will pay under the insurance provided by this endorsement is:
 - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
 - b. The applicable Limit of Insurance shown in the Declarations,whichever is less.

- D.** With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply either on a:

- (1) Primary and non-contributory; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

POLICY NUMBER:

COMMERCIAL AUTO
AU-102 Ed. 05/91 Rev.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 4/1/2021	Countersigned By:
Named Insured: Lutz Roofing Company Inc	<i>Karen Pixley</i> (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Each person with whom or any organization with which you agreed in writing to include as an "insured".
Blanket

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN INSURANCE COMPANY'S
MICPAK AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE*

<u>Coverage</u>	<u>Limit(s) of Insurance</u>	<u>Page</u>
Airbag Accidental Discharge Coverage	Included in applicable Limit of Insurance	4
Audio, Visual And Data Electronic Equipment Coverage	Included in applicable Limit of Insurance	4
Auto Loan/Lease Gap Coverage	Included in applicable Limit of Insurance	4
Blanket Waiver Of Subrogation	Included in applicable Limit of Insurance	5
Broad Form Named Insured And Newly Acquired Or Formed Organizations Coverage	Included in applicable Limit of Insurance	2
Worldwide Hired Auto Coverage	Included in applicable Limit of Insurance	6
Broadened Loss Of Use Expenses		3
Loss Of Use Expenses Per Day	\$65	
Loss Of Use Expenses Maximum	\$750	
Broadened Towing And Labor Costs Coverage - All Vehicle Types		2
Broadened Towing And Labor Costs Each Disablement	\$100	
Broadened Transportation Expenses Coverage Extension - All Vehicle Types		3
Broadened Transportation Expenses Increased Limit Per Day	\$60	
Broadened Transportation Expenses Maximum Limit	\$1,800	
Glass Repair or Replacement Deductible Waiver	Included in applicable Limit of Insurance	5
Hired Auto Physical Damage Coverage - Any One Accident Or Loss	\$50,000	3
Knowledge Of An Accident, Claim, Suit Or Loss	Included in applicable Limit of Insurance	5
Multiple Deductible Provision	Included in applicable Limit of Insurance	5
Personal Effects Coverage	\$400	4
Rental Reimbursement Coverage	\$600	3
Replacement Cost Of A Private Passenger Vehicle	Included in applicable Limit of Insurance	5
Supplementary Payments Increased Limits		2
Supplementary Payments - Bail Bonds Increased Limit	\$3,000	
Supplementary Payments - Loss of Earnings Increased Limit	\$300 per day	
Unintentional Failure To Disclose Hazards	Included in applicable Limit of Insurance	6

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

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

The following provisions apply only with respect to the insurance provided by the Business Auto Coverage Form.

I. BROAD FORM NAMED INSURED AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS COVERAGE

The following provisions are added to subparagraph 1. **Who Is An Insured** under paragraph **A. Coverage** as found in **SECTION II - LIABILITY COVERAGE**:

- d. Any organization, or any subsidiary of such organization, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement with respect to any covered "auto". However, this paragraph **A.1.d.** does not apply to "accident" or "loss" with respect to which an "insured" under this policy is also an "insured" under another policy, or would be an "insured" under such other policy but for its termination or upon the exhaustion of its limits of insurance, unless such other policy was written to apply specifically in excess of this policy.
- e. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage under this provision does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All provisions, exclusions and conditions applicable to you, except those pertaining to notice of cancellation or refusal to renew, as provided in this policy, including any endorsement attached to and made a part of this policy, apply with respect to the insurance provided to such newly acquired or formed organizations.

II. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

- A. Subparagraph **a.(2)** under paragraph **2. Coverage Extensions** as found in paragraph **A. Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:

- (2) Up to the limit of insurance shown in the Schedule above for Supplementary Payments - Bail Bonds Increased Limit for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- B. Subparagraph **a.(4)** under paragraph **2. Coverage Extensions** as found in paragraph **A. Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to the limit of insurance shown in the Schedule above for Supplementary Payments - Loss of Earnings Increased Limit, because of time off from work.

III. BROADENED TOWING AND LABOR COSTS COVERAGE - ALL VEHICLE TYPES

Subparagraph **2. Towing** under paragraph **A. Coverage** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

2. Towing And Labor Costs

We will pay up to the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Each Disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

IV. BROADENED TRANSPORTATION EXPENSES COVERAGE EXTENSION - ALL VEHICLE TYPES

Subparagraph **a. Transportation Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

a. Transportation Expenses

We will pay per day up to the limit of insurance shown in the Schedule above for Broadened Transportation Expenses Increased Limits Per Day, subject to the maximum limit of insurance shown in the Schedule above for Broadened Transportation Expenses Maximum Limit, for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. BROADENED LOSS OF USE EXPENSES COVERAGE EXTENSION

Subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the limit of insurance shown in the Schedule above for Loss Of Use Expenses Per Day, subject to the maximum limit of insurance shown in the Schedule above for Loss Of Use Expenses Maximum Limit.

VI. The following is added to paragraph A. COVERAGE (SECTION III - PHYSICAL DAMAGE COVERAGE):

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you hire without a driver, subject to the following provisions:

- a. The most we will pay for any "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (1) The limit of insurance shown in the Schedule above for Hired Auto Physical Damage Coverage - Any One Accident Or Loss;
 - (2) The actual cash value, including an adjustment for depreciation and physical condition in the event of a total "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen hired "auto" with other property of like kind and quality, minus a \$500 deductible. No deductible applies to "loss" caused by fire or lightning.
- b. Subject to the limit of insurance and deductible provisions provided in paragraph **5.a.** above, we will provide coverage equal to the broadest Physical Damage Coverage applicable to any covered "auto" shown in the Declarations.
- c. This Hired Auto Physical Damage Coverage does not apply to any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
- d. This Hired Auto Physical Damage Coverage is excess over all other collectible insurance.

6. Rental Reimbursement Expenses

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss", other than total theft, to a covered "auto". We will pay rental reimbursement expenses only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced or we pay for its "loss". This coverage does not apply while there are spare or reserve "autos" available to you for your operations. The most we will pay for rental reimbursement expenses under this Coverage Extension because of "loss" to a covered "auto" is the limit of insurance shown in the Schedule above for Rental Reimbursement Coverage. No deductibles apply to this coverage.

If the Rental Reimbursement Coverage endorsement is also attached to and made a part of this policy, then the coverage provided under this Rental Reimbursement Expenses Coverage Extension will be excess over the insurance provided by the Rental Reimbursement Coverage endorsement.

7. Personal Effects Coverage

We will pay up to the limit of insurance shown in the Schedule above for Personal Effects Coverage for loss to wearing apparel and other personal effects which are owned by an "insured" and in or on a covered "auto" if:

- a. Physical Damage Collision Coverage applies to the covered "auto" and the "loss" arises from such coverage;
- b. Physical Damage Comprehensive Coverage or Physical Damage Specified Causes Of Loss Coverage applies to the covered "auto" and the "loss" arises from:
 - 1. Fire, lightning, flood or the total theft of the covered "auto"; or
 - 2. Theft, if there is evidence of forceful entry into the covered "auto".

No deductibles apply to this coverage.

The insurance provided by this Personal Effects Coverage provision is excess over any other collectible insurance covering such property.

8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown on the Declarations in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, or Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

We will pay the unpaid amount due on the lease or loan only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

VII. AIRBAG ACCIDENTAL DISCHARGE COVERAGE

The following is added to subparagraph 3. under paragraph B. Exclusions as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

The exclusion for "loss" caused by or resulting from mechanical breakdown, as described in paragraph B.3.a. above, does not apply with respect to the accidental discharge of an airbag in a covered "auto" if the airbag is repaired or replaced in a manner acceptable to us. No deductible will apply to such "loss".

VIII. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

Subparagraph a. under the exception to paragraphs 4.c. and 4.d. as found in paragraph B. Exclusions as contained in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment, that receives or transmits audio, visual or data signals, and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

IX. REPLACEMENT COST OF A PRIVATE PASSENGER VEHICLE

For a covered private passenger "auto" you own, paragraph **C. LIMIT OF INSURANCE** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

If we deem a covered "auto" to be a total loss within 180 days of your purchase of the automobile new, and it has not been previously titled, at our option we may:

1. Replace the covered "auto" with a new auto of like make, model and year; or
2. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

X. GLASS REPAIR OR REPLACEMENT - DEDUCTIBLE WAIVER

The following is added to paragraph **D. Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, no deductible applies to glass damage if the glass is repaired or replaced in a manner acceptable to us.

XI. MULTIPLE DEDUCTIBLE PROVISION

The following is added to paragraph **D. Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident", which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

XII. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following provisions are added to subparagraph **2. Duties In The Event Of Accident, Claim, Suit Or Loss** under paragraph **A. Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

- d. Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".
- e. Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

XIII. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph **A. Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

With respect to the insurance provided under **SECTION II - LIABILITY COVERAGE** only, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf. This provision is also subject to the following:

- A. The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;
- B. You are required under a written contract to waive your rights to recover from that person or organization; and
- C. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph A. above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following provision is added to paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

6. Unintentional Failure To Disclose Hazards

We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

- a. You must report the undisclosed exposure or hazard, or unintentional error or omission, to us as soon as practicable after its discovery;
- b. This provision does not affect our right to collect any additional premium associated with such unintentional failure or our right to cancel or non-renew this policy.

XV. WORLDWIDE HIRED AUTO COVERAGE

Subparagraph e.(1) under paragraph B. **General Conditions 7. Policy Period, Coverage Territory** as found in **SECTION IV - BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and



CAMComp

WORKERS' COMPENSATION PLAN

18645 Canal Road Suite 4
Clinton Township MI 48038
Phone 586-790-7810
Fax 586-790-7929
www.camcomp.net

December 10, 2020

Mr. Bill Borgiel
LUTZ ROOFING CO.
4721 22 Mile Road
Shelby Township, MI 48317

Policy Number: EWC005394

Coverage Period: 01/01/2021-12/31/2021

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDOREMENT

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

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

BLANKET WAIVER OF SUBROGATION FOR LUTZ ROOFING CO.

Janice L. Shaver
Administrator

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S LIABILITY FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. This insurance does not apply to any sums the insured becomes legally obligated to pay as damages, or any loss, cost or expense, including costs or expenses for defense, arising out of, traceable to, or relating in any way to:

1. Either your ongoing operations or operations included within the "products-completed operations hazard", at any site, location or construction project, if any insured under this policy entered into contracts or agreements commonly referred to as consolidated insurance programs or wrap-up programs providing general liability coverage at that site, location or construction project.

This exclusion applies whether or not the consolidated insurance program or wrap-up program:

- a. Provides coverage identical to that provided by this policy;
- b. Has limits adequate to cover all claims; or
- c. Remains in effect.

2. Any joint venture.

B. The following exclusion is added to paragraph 2. **Exclusions** as found under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** and paragraph 2. **Exclusions** as found under **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES)**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury", for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement, including an "insured contract".

This exclusion does not apply to the extent that valid "underlying insurance" for the liability assumed under such contract or agreement, including an "insured contract", exists or would have existed but for the exhaustion of underlying limits for "bodily injury" "property damage", or "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

C. The following exclusions are added to paragraph 2. **Exclusions** as found under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**:

This insurance does not apply to:

1. Any sums the insured becomes legally obligated to pay as damages, or any loss, cost or expense, including costs or expenses for defense, arising out of, contributed to, aggravated by, traceable to, or relating in any way to, "earth movement" caused by or resulting from any ongoing operation performed by or on behalf of an insured, or from the "products-completed operations hazard".

This exclusion applies regardless of whether such damages, loss, cost or expense arises solely from "earth movement" or from "earth movement" in combination with one or more other causes, and regardless of whether such other causes are naturally occurring phenomena or man-made.

2. "Property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard".

This exclusion does not apply to:

- a. Operations performed for you by others;
- b. "Property damage" included within the "products-completed operations hazard"; or
- c. The extent that valid "underlying insurance" for "property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard" exists or would have existed but for the exhaustion of underlying limits for such "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

3. "Property damage" to any property, whether real or personal, occupied, leased or used by, rented or loaned to, in the care, custody or control of, or over which physical control is being exercised for any purpose, by any insured or any person or organization for whom you may be legally responsible.
 4. "Bodily injury" or "property damage" arising out of, traceable to, or relating in any way to:
 - a. Equipment or machinery of any type owned by, leased, rented, or loaned to, or in the care, custody and control of, any insured while leased, rented or loaned to others; or
 - b. Equipment or machinery of any type for which an insured is acting as an agent for the equipment or machinery owner or lessee while the equipment or machinery is leased, rented or loaned to others.
- D. With respect to the provisions of this endorsement, the following Definitions are added to SECTION V - DEFINITIONS:**
1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
 "Collapse hazard" does not include "property damage":
 - a. Arising out of operations performed for you by independent contractors; or
 - b. Included within the "products-completed operations hazard" or the "underground property damage hazard".
 2. "Earth movement" means any form of earth movement, regardless of whether a naturally occurring phenomena or man-made, including but not limited to the following:
 - a. Landslide;
 - b. Mudflow or mudslide;
 - c. Earth settling, sinking, caving in, or subsidence (including mine subsidence);
 - d. Earth rising or expanding;
 - e. Earth slipping, falling away, shrinking, eroding, tilting, flowing, or shifting in a horizontal or sideways direction;
 - f. Collapse or movement of landfill;
 - g. Earth compaction or consolidation;
 - h. Earthquake;
 - i. Any instability of land or earth; or
 - j. Any other movement of land, earth or mud.
 3. "Explosion hazard" includes "property damage" arising out of blasting or explosion.
 The "explosion hazard" does not include "property damage":
 - a. Arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment;
 - b. Arising out of operations performed for you by independent contractors; or
 - c. Included within the "products-completed operations hazard" or the "underground property damage hazard".
 4. "Structural property damage" means the collapse of or structural injury to any building or structure due to:
 - a. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
 - b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
 5. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
 "Underground property damage hazard" does not include "property damage":
 - a. Arising out of operations performed for you by independent contractors; or
 - b. Included within the "products-completed operations hazard".
 6. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling, or pile driving.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph 5. **Other Insurance** of **SECTION IV - CONDITIONS** is replaced as follows

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to:
 - (1) Other insurance specifically written as excess over this Coverage Part; or
 - (2) Other insurance available to an individual or organization that qualifies as an additional insured under this Coverage Part provided that:
 - (a) The individual or organization that qualifies as an additional insured under this policy is a Named Insured under such other insurance; and
 - (b) You have agreed in writing in a contract or agreement with the additional insured, that this insurance would not seek contribution from any other insurance available to that additional insured where such additional insured is a Named Insured.

In the event that section a.(1) or a.(2) applies, coverage hereunder is further limited to the extent (including but not limited to, limits of coverage) required by the written contract or agreement referenced in a.(2)(b) above, subject to the coverage provided by this policy.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US WHEN REQUIRED IN A WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard", subject to the following:

- a. You are required under a written contract to waive your rights to recover from that person or organization; and
- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial Liability Umbrella Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

Name of Person or Organization and Mailing Address	Number of Days Notice

Information to complete this endorsement, if not shown on this endorsement, will be shown elsewhere in this policy.

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;

to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.