

CITY COUNCIL MINUTES

February 13, 2023

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Demolition of Buildings and Structures – 109 Lange

Resolution #2023-02-023-J-4d

RESOLVED, That Troy City Council hereby AWARDS a contract for the demolition of all buildings and structures at 109 Lange to the low bidder meeting specifications, The Adams Group Inc. of Rochester Hills, MI for an estimated total cost of \$16,950 at prices contained in the bid tabulation opened January, 26, 2023; a copy of which shall be ATTACHED to the original Minutes of this meeting; not to exceed budgetary limitations.

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

PURCHASE ORDER

No. 2023-00000925

DATE: 02/17/2023

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
60 WEST WATTLES ROAD
TROY, MI 48098

Bill To

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

EXPIRATION DATE

06/30/2023

COUNCIL RESOLUTION

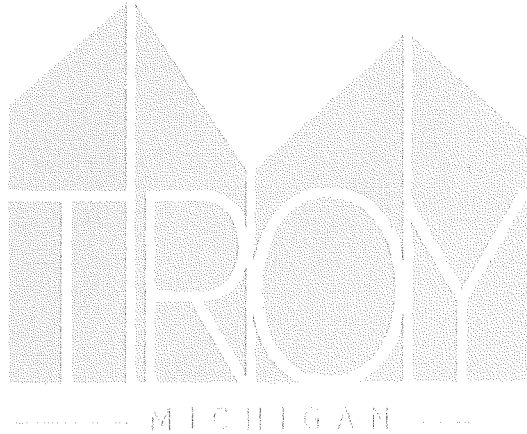
2023-02-023-J-4d

VENDOR NO. 171122

Vendor

THE ADAMS GROUP INC
1700 E AUBURN RD
ROCHESTER HILLS, MI 48307

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Single Year Construction - Demolition of 109 Lange	16,950.0000	\$16,950.00



Entered By: Emily Frontera

\$16,950.00

Special Instructions:

CITY COUNCIL AWARD DATE: 2/13/2023. Contract for the Demolition of 109 Lange in accordance with the specifications and completion date of ITB-COT 23-02. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

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.

Emily Frontera

CITY OF TROY
 BID TABULATION
 DEMOLITION - 109 LANGE

VENDOR NAME:	The Adams Group, Inc.	International Construction, Inc.	VIN-CON, Inc.	Blue Star, Inc.	Radich Construction, LLC
CITY:	Rochester Hills, MI	Shelby, MI	Plymouth, MI	Warren, MI	Troy, MI
CHECK #:	1602410957	9479227757	2514634	1672300142	518077224-0
CHECK AMOUNT:	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00

PROPOSAL: FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE DEMOLITION OF ALL BUILDINGS AND STRUCTURES LOCATED AT 109 Lange Ave IN THE CITY OF TROY

Demolition at 109 Lange Ave in accordance with the attached Specifications (3 pages), Asbestos Report, photos and map.	\$16,950.00	\$19,520.00	\$21,600.00	\$23,600.00	\$59,588.00
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Attended Site Inspection:		Y	Y	Y	Y	Y
	No; To begin after required 10 day notice to the state					
Can Meet Completion Date:	Y or N	Y	Y	Y	Y	Y
Disposal Site:	GFL, 10599 West Five Mile, Northville	Eagle Valley Landfill, Orion Twp.	Eagle Valley Landfill, Orion Twp.	Woodland Meadows Waste Management	Eagle Valley Landfill, Orion Twp.	
Questionnaire Provided:	Y or N	Y	Y	Y	Y	Y
Can Meet Insurance:	Y or N	Y	Y	Y	Y	Y
References:	Y or N	Y	Y	Y	Y	Y
Payment Terms:	Y or N	On completion	Net 30	Net 30	Net 30	Not specified
Exceptions:		None	None	None	None	None
Acknowledgement:	Y or N	Y	Y	Y	One signature missing	Y
Addendum:	Y or N	Y	Y	Y	N	Y
Forms:	Y or N	Y	Y	Y	Y	Y

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham
Heather Chomiak
Andrew Chambliss

 Emily Frontera
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 23-02
Demolition
Page 1 of 6

The undersigned proposes to furnish ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE **DEMOLITION OF ALL BUILDINGS AND STRUCTURES LOCATED AT 109 Lange Ave IN THE CITY OF TROY**, in accordance with the specifications and photo attached hereto and to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: The Adams Group Inc.

PROPOSAL: DEMOLITION OF ALL BUILDINGS AND STRUCTURES AT 109 Lange Ave

The undersigned as bidder declares that he/she having examined the specifications and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, and equipment, to complete the project in accordance with the contract documents and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

FURNISH: Demolition at 109 Lange Ave in accordance with the attached Specifications (3 pages), Asbestos Report, photos and map.

COMPLETE FOR THE SUM OF: \$ 16,950.00

NOTE: All items of work noted in the specifications that are not specifically noted in the proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

DOWN PAYMENTS OR PREPAYMENTS:

Any proposal submitted which requires a down payment or prepayment for services prior to performance and acceptance as being in conformance with specifications will not be considered for award.

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 which is prejudicial to the interest of the City of Troy or fair competition.

Upon award to the successful bidder, the bid deposit will be retained as a performance surety until successful completion of all contract requirements.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Dennis Trantham, Facilities and Grounds Operations Manager, at dennis.trantham@troymi.gov.

✓ **LOCAL PREFERENCE:** YES.

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

✓ **SITE INSPECTION: (Mandatory)**

All bidders *are required to* examine the site to determine the amount of work to be done in accordance with the specifications. There will be a **Mandatory Pre-bid Meeting scheduled for TUESDAY, JANUARY 17, 2023 at 2:00pm. THE MEETINGS WILL BE AT THE PROPERTY LISTED ON THE BID PROPOSAL, 109 Lange Ave, TROY, MI 48098.** An opportunity to inspect the site will be provided during the Pre-bid Meeting. If a bidder does not attend the pre-bid meeting, that bidder will be considered *non-responsive* and no longer eligible for award.

Our company ~~X~~ attended the Mandatory Pre-bid Meeting on 01/17/2023 2:00 pm.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to cost, professional competence, proper licensing, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations whatever is in the City's best interest.

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and insurance has been cleared; the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

✓ **CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

COMPLETION DATE:

Demolition shall commence within seven (7) calendar days of notice to proceed and be completed within one (1) calendar-week.

- () We can meet this completion schedule
 We cannot meet this completion schedule but offer: To begin after required 10 day notice to the state.

DISPOSAL SITE:

The successful bidder shall dispose of all wreckage and debris at a dump site of the bidder's choice but shall be in accordance with all current Federal, State, and Local Laws, Ordinances, etc. The dump site location will be: GFL 10599 West Five Mile Northville

COMPANY NAME: GFL 10599 West Five Mile Northville

EQUIPMENT:

The Contractor shall secure, at his/her own expense, all personnel, materials, equipment, transportation, and tools required to perform the work and services stated in this bid document. The Contractor further agrees that all persons performing services under this contract shall be authorized or permitted under Federal, State and local law to perform such services.

FINAL PAYMENT:

Final payment on the Contract amount will be made only after final inspection by the City of Troy and acceptance of all work performed. The Contractor agrees that the demolition and all services in connection with the demolition must be performed to the satisfaction of the City of Troy and that failure to do so shall constitute breach of the contract.

QUESTIONNAIRE:

The attached questionnaire has been completed and returned with the bid documents: Yes () No

COMPANY NAME: The Adams Group Inc.

INSURANCE:

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

COMPANY NAME: The Adams Group Inc.

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

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) additional business 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: The Adams Group Inc.

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm until project completion, which shall commence seven (7) calendar days from notice to proceed and be completed within one (1) calendar week. The City of Troy may terminate this contract for convenience with written notice at least thirty (30) days in advance.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Keith Cameron - Account Rep/Project Manager

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: 38-3342322

COMPANY: The Adams Group Inc.

ADDRESS: 1700 E Auburn Rd CITY: Rochester Hills STATE: MI ZIP: 48307

PHONE: (248)550-5751 FAX NUMBER: ()

EMAIL: keith@adams-incorporated.com

COMPANY REPRESENTATIVE'S NAME: Keith Cameron - Account Representative /Project Manager

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Keith Cameron ^(PRINT) Account Representative /Project Manager

PAYMENT TERMS: on completion **COMPLETION: AS SPECIFIED**

E-MAIL: keith@adams-incorporated.com **BID CHECK NUMBER: CASHIERS CHECK PO# ATTACHED
1602410957**

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

ACKNOWLEDGEMENT:

I, Keith Cameron - Acct Rep, certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Keith Cameron Acct Rep/Project Manager

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

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

U.S. CURRENCY: All figures quoted are to be in U.S. Funds.

- 4) List all contract commitments your firm has been engaged to perform for 2022/2023. Give organization name, value of contract and percent complete.

ORGANIZATION	VALUE	PERCENTAGE

- 5) Personnel who would be assigned to this account:
Please provide resumes, copies of certifications, degrees, and/or list any additional training classes taken to increase expertise in this field of the people listed in this section who will be assigned to the City of Troy account.

TITLE	NAME	DEGREE / CERTIFICATION	EXPERIENCE / YEARS
Acct Rep	Keith Cameron	B.A. Western Michigan University	3/2016 to present 6
		Construction Storm Water Operator cert#23923	
		Commercial Drivers Licence - CDL B /MDOT Interstate	TROY RESIDENT

Note: Please provide copies of all resumes, certifications, and licenses, etc. submitted for individuals in this section with the titles listed above.

- 6) PROFESSIONAL REFERENCES – Qualifications and Experience
Vendors will submit with their bids, evidence of their ability and experience in providing demolition services. A reference list of customers consisting of at least three (3) clients for which similar demolition services has been performed within the past five (5) years. Contact names and listed information are to be provided.

Entity Name	Address	Contact Name	Phone Number	E-Mail
Novi Building Dept	45175 10 mile	Maureen Underhill	248.735.5602	munderhill@cityofnovi.org
Warren Building Dept.	One City Square Ste 305	Paul Lize	586.574.4582	plize@cityofwarren.com
City of Fraser	33000 Garfield Rd	Bob Logan	586.293.3100 x 158	bobl@micityoffraser.com

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Keith Cameron Acct Rep

Company:

The Adams Group Inc.

Address:

1700 E Auburn Rd Rochester Hills MI 48307

Phone Number:

248-550-5751

Representative's Name:

Keith Cameron

(print)

Date:

01/18/2023



January 19, 2023

Addendum 1
ITB-COT 23-02
Demolition - 109 Lange
Page 1 of 2

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Tuesday, January 17, 2023 at 2:00 PM EDT, the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 23-02, DEMOLITION OF BUILDINGS AND STRUCTURES LOCATED IN THE CITY OF TROY. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid and Site Inspection Meeting was conducted at the Demolition Site, located at 109 Lange Ave, Troy MI 48098.

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

- **Bid Opening date and time Thursday, January 26, 2023, at 10:00 AM EDT.**
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications and attend the MANDATORY Pre-bid Meeting that was scheduled for Tuesday, January 17, 2023 at 2:00 PM EDT, at the Department of Public Works as detailed. An opportunity to walk and inspect both project sites was provided after the pre-bid meeting.
- **Bid Deposit:** Each proposal shall be accompanied by a certified check or a cashier's check in the amount of **\$1,500 payable to the City of Troy, Michigan**. Upon award to the successful bidder, the bid deposit will be retained as a performance surety until successful completion and installation of the contract requirements. **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.
- **Contract Forms:** Bidders shall complete and sign all required contract forms as specified in the bid document and include with your Electronic Bid Proposal.
- **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. Demolition shall commence within seven (7) calendar days of notice to proceed and be completed with one (1) calendar week.
- For **ADDITIONAL INFORMATION** or specific procurement questions concerning this project, please contact Emily Frontera at E.Frontera@troymi.gov between 8:00am and 4:00pm, Monday through Friday.
- For **SPECIFIC QUESTIONS** concerning this project, contact Dennis Trantham Facilities & Grounds Operations Manager at dennis.trantham@troymi.gov.
- **INSURANCE:** If awarded – Insurance and Endorsements shall be submitted to the City's Purchasing Manager, and approved before work can begin.
- **SPECIFICATIONS, ASBESTOS REPORT, PHOTOS AND MAP:** As detailed.

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

- International Construction
- Vin-Con Inc.
- The Adams Group, Inc.
- Blue Star, Inc.
- Farrow Group, Inc.
- Radich Construction Co. Inc

Introduced By: Emily Frontera, Purchasing Manager
Dennis Trantham, Facilities & Grounds Operations Manager
Joe Lagarde, Building Operations Division Supervisor

Clarifications were discussed as follows:

- Emily Frontera, Purchasing Manager, gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
 - The pre-bid meeting sign in sheet is also included with the Addendum (1 page)
 - Anticipated City Council Award Date is February 13, 2023
- **COMPLETION DATE:** Demolition shall commence within seven (7) calendar days of notice to proceed and be completed within one (1) calendar week.
- The Invitation to Bid, Specifications, Asbestos Report, Photos and Map are available on MITN site.

QUESTION: Are trees and shrubs to be removed?

ANSWER: Contractor shall remove trees and shrubs in vicinity of demolition area.

QUESTION: Is driveway to be removed and how far?

ANSWER: Contractor to remove driveway up to street.

QUESTION: Will contents be removed prior to demolition?

ANSWER: All contents in the house/garage to be removed by contractor.

QUESTION: Will contents be removed prior to demolition?

ANSWER: All contents in the house/garage to be removed by contractor.

QUESTION: Are permits required?

ANSWER: Yes, contractor responsible to pull permits as required. Permit fees for permits issued by the City of Troy are waived.

Please be advised that the City of Troy Purchasing Department has authorized the following **ANSWERS TO QUESTIONS** regarding Bid Proposal **ITB-COT 23-02, Demolition - 109 Lange**. The **CHANGES** will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **ITB-COT 23-02, DEMOLITION - 109 LANGE**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before **Thursday, January 26, 2023 at 10:00 AM EDT**.

COMPANY: The Adams Group Inc.
NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Keith Cameron Account Representative
SIGNATURE: Keith Cameron - Acct Representative
ADDRESS: 1700 E Auburn Rd Rochester Hills MI 48307

DATE: 01/25/2023



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 KEITH CAMERON, bearing the office title of ACCOUNT REP / 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:

Keith Cameron, being duly sworn deposed, says that he/she
(Print Full Name)

is Account Representative /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.

Keith Cameron, Acct Rep

SIGNATURE OF PERSON SUBMITTING BID

Deborah A. McNeil

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 25th day of January, 2023 in and for
Macomb County.

My commission expires:
Deborah Ann McNeil
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 4/5/2027
Acting in the County of Oakland



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2-Contracts.

I am able to certify to the above statements.

The Adams Group Inc.

Name of Agency/Company/Firm *(Please Print)*

Keith Cameron - Account Representative /Project Manager

Name and title of authorized representative *(Please Print)*

Keith Cameron

Signature of authorized representative

1/18/2023

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	The Adams Group Inc.
Street Address	1700 E Auburn Rd
City	Rochester Hills
State, Zip	MI 48307
Corporate I.D. Number/State	800471971
Taxpayer I.D. #	38-3342322

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: Keith Cameron Acct Rep/Project Manager

Printed Name of Vendor's Authorized Agent: Keith Cameron

Witness Signature: A. Randels

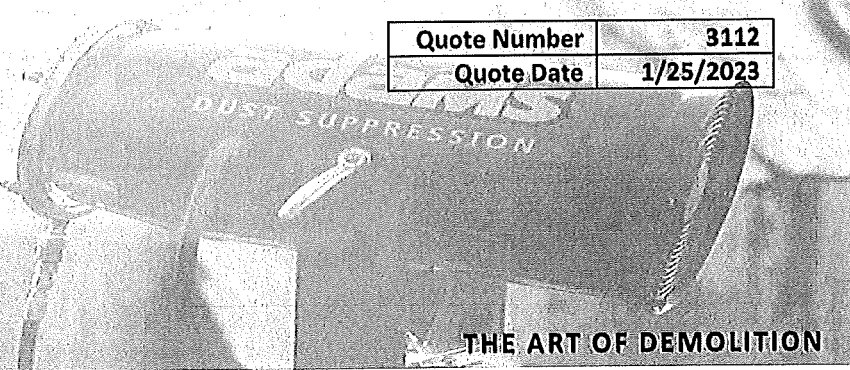
Printed Name of Witness: Adam Randels Acct Rep/Project Manager



G R O U P

1700 E. Auburn Rd.
Rochester Hills, MI 48307
Main: (888) 993-3200
Keith Cameron
Cell: (248) 550-5751
Email: Keith@adams-incorporated.com

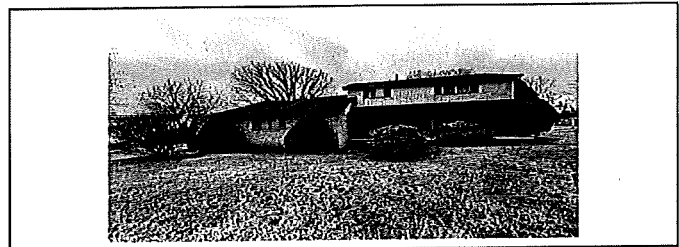
Quote Number	3112
Quote Date	1/25/2023



PROJECT: 109 Lange Ave Troy

CUSTOMER INFORMATION

NAME	City of Troy
ADDRESS	500 W Big Beaver Rd
CITY, STATE, ZIP	Troy, MI 48084
CONTACT	Emily Frontera
PHONE #	248-680-7291
EMAIL	E.Frontera@troymi.gov
SITE ADDRESS	109 Lange Ave



Pursuant to your request, the following proposal has been drafted regarding the demolition of the subject property at the site address listed above.

SCOPE OF WORK

Total

BUILDING DEMOLITION:

\$16,950.00

Owner to obtain and supply necessary utility clearances; gas, electric, and water disconnects by others
Asbestos survey and abatement to be supplied and completed by owner.
Cut and cap sewer at time of demolition.
Demolish existing structures: Single Family Residence, 2841 Sq Ft house and attached garage.
Remove, haul and dispose of all construction debris and contents. Foundation walls, slab and footings.

SITE DEMOLITION:

Remove all concrete flatwork. Dispose of 4" concrete drive to city street and 4" concrete rear patio.
Does not include removal of any base material which may be in place.

RESTORATION:

Backfill voids from demolition with clean fill material and rough grade up to an estimated 335 yards.
Install seed and straw.



G R O U P

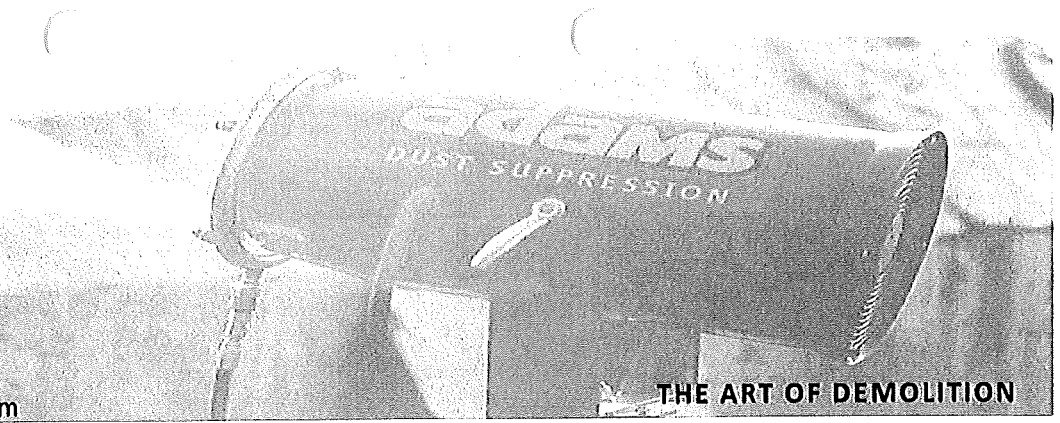
1700 E. Auburn Rd.
Rochester Hills, MI 48307

Main: (888) 993-3200

Keith Cameron

Cell: (248) 550-5751

Email: Keith@adams-incorporated.com



ITEMS EXCLUDED OR BY OTHERS

- Bond by others (if required)
- Asbestos survey, supplied by owner. (Required to submit notification to state)
- Asbestos, hazardous, or contaminated material handling/removal to be done by others
- Third-party monitoring or testing
- Items found in, or beneath concrete/asphalt flatwork excluded
- Inclement winter weather: snow removal or salting is to be performed by others
- Trash or debris outside of the existing structures excluded
- Tree, brush, or shrub removal
- Unit evacuation, if applicable (A/C freon recovery)
- Shoring and dewatering.

QUALIFICATIONS

- Trench footings are assumed to 12"x42"
- Spread footings are assumed to be 10"x24" Any substantial variations in footings will need to be addressed through a change order
- Asphalt and concrete flatwork/pavement are assumed to be 4" in thickness or less
- Any substantial variations will need to be addressed through a change order
- Proposal based on current scrap market value and condition of structure as per site visit. Salvage/scrap rights are to become the property of Adams Group, Inc.

Project Total

\$16,950.00

PAYMENT TERMS

A 50% deposit is due prior to commencement activities, and the balance is to be paid upon completion

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

Signature

Date



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 6, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
 Rob Maleszyk, Chief Financial Officer
 Dee Ann Irby, 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 - Demolition of Buildings and Structures – 109 Lange

History

- On January 24, 2005 Troy City Council approved an agreement between Harriet Barnard and the City of Troy for the donation of her house located at 5945 Livernois (Resolution #2005-01-046). The agreement required the home to be relocated within five years.
- For the City of Troy to move forward with relocating the Barnard House, additional property needed to be acquired.
- On March 21, 2005 Troy City Council approved the agreement to purchase 109 Lange having Sidwell #88-20-16-478-026 (Resolution# 2005-03-133).
- Over the years 109 Lange has been used as storage for election materials and storage for the Historic Village.
- The city has maintained the site since acquisition.

Purchasing

- On January 26, 2023 a bid opening was conducted as required by City Charter/Code for the demolition of all buildings and structures at 109 Lange.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi.
- Three hundred and twenty two (322) vendors were notified via the MITN system.
- Five (5) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	322
Troy Companies notified via MITN	10
Troy Companies notified - Active email Notification	8
Troy Companies - Active Free	2
Companies that viewed the bid	35
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- The Adams Group indicated that they could not meet the completion date as specified because the State of Michigan requires a minimum 10 working day notification prior to commencement of demolition. City Staff agrees and therefore, *The Adams Group, Inc of Rochester Hills, MI* is the low bidder meeting specifications and is being recommended for award.

Financial

Funds are budgeted and available in the Museum Capital Fund under Project Number 2023C0060 for the 2023 fiscal year. Expenditures will be charged to account number 401.804.804.7975.900.

Recommendation

City Management recommends awarding a contract for the demolition of all buildings and structures at 109 Lange to the low bidder meeting specifications, *The Adams Group Inc. of Rochester Hills, MI*, for an estimated total cost of \$16,950; not to exceed budgetary limitations.

CITY OF TROY
 BID TABULATION
 DEMOLITION - 109 LANGE

VENDOR NAME:	The Adams Group, Inc.	International Construction, Inc.	VIN-CON, Inc.	Blue Star, Inc.	Radich Construction, LLC
CITY:	Rochester Hills, MI	Shelby, MI	Plymouth, MI	Warren, MI	Troy, MI
CHECK #:	1602410957	9479227757	2514634	1672300142	518077224-0
CHECK AMOUNT:	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00

PROPOSAL: FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE DEMOLITION OF ALL BUILDINGS AND STRUCTURES LOCATED AT 109 Lange Ave IN THE CITY OF TROY

COMPLETE FOR THE SUM OF:	\$16,950.00	\$19,520.00	\$21,600.00	\$23,600.00	\$59,588.00
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Attended Site Inspection:		Y	Y	Y	Y	Y
Can Meet Completion Date:	Y or N	No; To begin after required 10 day notice to the state	Y	Y	Y	Y
Disposal Site:		GFL, 10599 West Five Mile, Northville	Eagle Valley Landfill, Orion Twp.	Eagle Valley Landfill, Orion Twp.	Woodland Meadows Waste Management	Eagle Valley Landfill, Orion Twp.
Questionnaire Provided:	Y or N	Y	Y	Y	Y	Y
Can Meet Insurance:	Y or N	Y	Y	Y	Y	Y
References:	Y or N	Y	Y	Y	Y	Y
Payment Terms:	Y or N	On completion	Net 30	Net 30	Net 30	Not specified
Exceptions:		None	None	None	None	None
Acknowledgement:	Y or N	Y	Y	Y	One signature missing	Y
Addendum:	Y or N	Y	Y	Y	N	Y
Forms:	Y or N	Y	Y	Y	Y	Y

Low Bidder

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham
Heather Chomiak
Andrew Chambliss

 Emily Frontera
 Purchasing Manager

NOTEPAD:HOLDER CODE TROYCI1
INSURED'S NAME The Adams Group Inc.ADAMS-1
OP ID: KRPAGE 2
Date 03/01/2023

Additional insureds as required by written contract, City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commission and/or authorities and council members including employees and volunteers thereof, with respects general liability on a primary and non-contributory basis. 30 day notice of cancellation applies. Forms CG855, IL523

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PAK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SUMMARY OF COVERAGES

Description	Limit of Insurance	Page
Additional Insured - Broad Form Vendors	Included	4
Additional Insured - Lessor of Leased Equipment	Included	4
Additional Insured - Managers or Lessors of Premises	Included	4
Additional Insured - State or Political Subdivisions - Permits	Included	4
Additional Insured - Volunteers	Included	5
Additional Insureds by Written Contract	Included	3
Broad Form Named Insured	Included	3
Broad Form Property Damage	\$25,000 Per Occurrence	2
Broad Knowledge / Notice of Occurrence	Included	6
Damage To Premises Rented to You	\$300,000 Any One Premises	2
Incidental Medical Malpractice Liability	Included	6
Liberalization	Included	7
Medical and Dental Payments	\$10,000 Medical Expense Limit	2
Mental Anguish	Included	6
Mobile Equipment	Included	6
Newly Acquired Organizations	Included	3
Non-Owned Watercraft	51 feet	1
Personal Injury and Advertising Injury Redefined	Included	7
Property Damage Liability - Borrowed Equipment	\$25,000 Occurrence / \$50,000 Aggregate	3
Property Damage Liability - Elevator and Sidetrack Agreement	Included	2
Supplementary Payments Increased Limits		
Bail Bonds	\$2,500	2
Loss of Earnings per Day	\$1,000	2
Waiver of Transfer of Rights Of Recovery Against Others to Us	Included	6

The terms and conditions of this policy are amended as indicated below:

I. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2) is revised as follows:

This exclusion does not apply to:

(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;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability 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.

II. Damage To Premises Rented To You

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2.** is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

- a. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
- b. \$300,000

Under **Section III - LIMITS OF INSURANCE**, paragraph **6.** does not apply.

III. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A & B, is revised as follows:

1. In paragraph **2.**, the limit of \$250 for bail bonds is increased to \$2,500.
2. In paragraph **4.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

IV. Medical And Dental Payments

Under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
 - a. \$10,000; or
 - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
2. The provision, in **C. 1.a.(2)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

V. Broad Form Property Damage

Under **SECTION I - COVERAGE A**, Exclusion **2.j.** is amended as follows:

1. Paragraph **(3)** does not apply.
2. Paragraphs **(4)** and **(6)** do not apply to customer's property at your described premises.

We do not cover any property:

1. Subject to motor vehicle registration; or
2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4.** Other Insurance is changed accordingly.

VI. Property Damage Liability - Elevators And Sidetrack Agreements

The following is added under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Exclusions **j. (3), (4)** and **(6)** do not apply to the use of elevators.
2. Exclusion **k.** does not apply to:
 - a. The use of elevators; or
 - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

VII. Property Damage Liability - Borrowed Equipment

The following is added to Exclusion **j.** under **Coverage A. (Section I)**:

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III - LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

VIII. Broad Form Named Insured

The following is added under **SECTION II - WHO IS AN INSURED**:

- 1.e. An organization other than a partnership, joint venture or limited liability company, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply are an insured.

IX. Newly Acquired Organizations

Under **SECTION II - WHO IS AN INSURED, 4**, is deleted and replaced with the following:

1. If you are an organization other than a partnership, joint venture, or limited liability company, any organization you newly acquire or form over which you maintain ownership or majority interest, exercise control and actively manage and to which no other similar insurance is available is a named insured. However:
 - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - b. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

X. Additional Insureds By Written Contract

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:
 1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".
- B. The insurance provided to the additional insured applies as follows:
 1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (a) Premises you own, rent, lease, or occupy or
 - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
 2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.
- C. **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, under 4. other insurance, is amended as follows:

The following is added to this provision:

 1. Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance is primary.
- D. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:

1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
 - (a) "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XI. Additional Insured - State or Political Subdivisions - Permits

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
 - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
 - b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

XII. Additional Insured - Managers Or Lessors of Premises

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

XIII. Additional Insured - Lessor of Leased Equipment

The following is added to **SECTION II - WHO IS AN INSURED**:

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

XIV. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
- (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, except when 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; or
 - (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.
- b. 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.
- c. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- d. This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

XV. Additional Insured - Volunteers

- A. Under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) who are "volunteer worker(s)" for you only while performing duties related to the conduct of your business.

However, no "volunteer worker(s)" are insureds for:

- (1) "Bodily injury," "property damage," "personal and advertising injury" arising out of rendering or the failure to render professional services by a "volunteer worker".
- (2) "Bodily injury", "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to other "volunteer worker(s)" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (2)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a) or (b) above.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), any member (if you are a limited liability company).

- B. Exclusion 2. a. of Coverage C (Section I) is replaced by the following:

2. a. To any insured, except "volunteer workers".

- C. "Volunteer worker(s)" means a person(s) who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

XVI. Incidental Medical Malpractice Liability

SECTION II - WHO IS AN INSURED is amended to add the following paragraph:

However, Part **2.a.(1)(d)** does not apply to employed nurses or other employees, excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

XVII. Broad Knowledge/Notice Of Occurrence

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

The requirement in condition **2.a.** that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition **2.b.** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers' Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

XVIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and include in the "products - completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury"; or
3. Executed after "bodily injury", "property damage", "personal and advertising injury" if:
 - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury"; and
 - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury".

XIX. Mental Anguish

The definition of "bodily injury" in **SECTION V - DEFINITIONS** is replaced by the following:

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

XX. Mobile Equipment

The following is added under **SECTION V - DEFINITIONS, 12. "Mobile Equipment"**:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXI. Personal and Advertising Injury

SECTION V - DEFINITIONS, "Personal and advertising injury" **d. & e** are deleted and replaced by the following:

- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;

XXII. Liberalization

With respect to coverage provided by this endorsement, if we adopt any revisions that would broaden the coverage under this endorsement without additional premium, the broadened coverage will apply to this policy. It will apply when the change becomes effective in your state.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

In the event of cancellation of this policy, we agree to mail prior written notice of cancellation to:

SCHEDULE

1. Name: City of Troy
 Purchasing Manager
 500 W Big Beaver Rd
 Troy, MI 48084

2. Address:

We reserve the right to cancel the policy as permitted by policy terms and conditions. We will give the same advance notice of cancellation to the person(s) or organization(s) shown in the schedule as we give to the named insured shown in the Declarations.