

**CITY COUNCIL MINUTES**

**November 20, 2023**

**Budget Amendment and Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Park Entrance Sign Replacement (Introduced by: Dennis Trantham, Deputy Public Works Director)**

**Resolution #2023-11-165**

Moved by Baker  
Seconded by Hodorek

**RESOLVED**, That Troy City Council hereby AWARDS a contract for Park Entrance Sign Replacement to the low bidder meeting specifications, Blink Marketing Inc. DBA Blink Signs of Cleveland, OH, for an estimated cost of \$72,390 with a 10% contingency at prices contained in the bid tabulation opened November 9, 2023, a copy of which shall be ATTACHED to the original Minutes of this meeting.

**BE IT FURTHER RESOLVED**, That Troy City Council hereby APPROVES a budget amendment in the amount of \$80,000 to the Parks Maintenance Repair/Maintenance Supplies Equipment Expendable account 101.770.770.774.140 from the General Fund, Unassigned Fund Balance.

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

Yes: Brooks, Chamberlain-Creanga, Gunn, Hamilton, Hodorek, Baker  
No: None

**MOTION CARRIED**

# PURCHASE ORDER

No. 2024-00000671  
 DATE: 12/08/2023  
 PAGE: 1 of 1  
 FOB DESTINATION

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

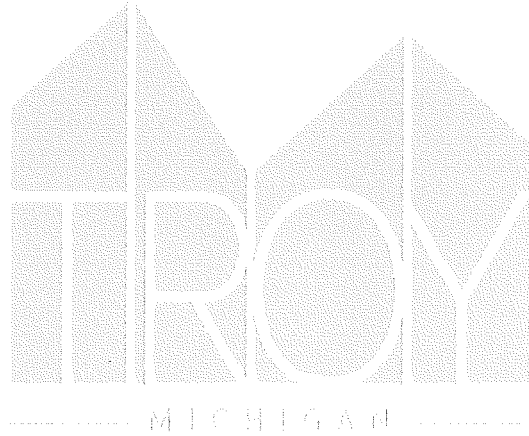
**Bill To**  
 CITY OF TROY  
 Building Operations  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**COUNCIL RESOLUTION**  
 2023-11-165

**VENDOR NO. 177741**

**Vendor**  
 BLINK MARKETING INC  
 1925 ST CLAIR AVE NE  
 CLEVELAND, OH 44114

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
15	Each	Park Entrance Sign Replacements - Proposal A	4,375.0000	\$65,625.00
15	Each	Removal of Existing Signs - Proposal B	451.0000	\$6,765.00



Entered By: Andrew Chambliss

\$72,390.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 11/20/2023. Contract for Budget Amendment and Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Park Entrance Sign Replacement in accordance with the specifications and completion date of ITB-COT 23-36. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS 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.

*Andrew K. Chambliss*

VENDOR NAME:	Blink Marketing Inc.	Signarama of Novi & Flint
CITY:	Cleveland, OH	Wixom, MI
CHECK NUMBER:	4526033	4284001783
CHECK AMOUNT:	\$2,500.00	\$2,500.00

**PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the signs planned for the City of Troy, Park signage project in strict accordance with the Project Documents and the Drawings.**

**Proposal A:**

Item #	Description	Qty	Unit Price	Extended Price	Unit Price	Extended Price
1	Boulan Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
2	Brinston Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
3	Firefighters Park Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
4	Donald J. Flynn Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
5	Phillip J. Huber Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
6	Jaycee Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
7	Milverton Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
8	P. Terry and Barbra Knight Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
9	Raintree Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
10	Sylvan Glen Lake Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
11	Beach Road Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
12	Beaver Trail Park	2	\$4,375.00	\$8,750.00	\$5,364.00	\$10,728.00
13	Redwood Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
14	Robinwood Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
15	Additional Signs as requested per sign cost	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
<b>Proposal A Total Cost:</b>			<b>\$70,000.00</b>	<b>\$85,824.00</b>		

**Proposal B:**

Item #	Description	Qty	Unit Price	Extended Price	Unit Price	Extended Price
1	Removal of Existing Signs	15	\$451.00	\$6,765.00	\$585.00	\$8,775.00
<b>Proposal B Total Cost:</b>			<b>\$6,765.00</b>	<b>\$8,775.00</b>		
<b>Grand Total Cost of Proposals A &amp; B:</b>			<b>\$76,765.00</b>	<b>\$94,599.00</b>		

CONTACT INFORMATION: HOURS OF OPERATION:	Acknowledged	8am - 5pm
24 HOUR PHONE NO.:	216-503-2568 & 470-893-9785 (Ext 135)	810-230-6445
PROPOSED PAYMENT SCHEDULE:	Net 30	When all the jobs are complete Net 30
CAN MEET INSURANCE: Y or N	Y	Y
REFERENCES: Y or N	Y	Y
WARRANTY:	2 - 3 Years	1 Year
COMPLETION:	6 to 8 Weeks (Contingent Upon Permit Approval)	Not Specified
EXCEPTIONS:	None	None
ACKNOWLEDGMENT: Y or N	Y	Y
3 ADDENDUMS: Y or N	Y	Y
FORMS: Y or N	Y	Y

Attest:  
 (\*Bid Opening conducted via Zoom)  
 Dennis Trantham  
 Andrew Chambliss  
 Nellie Bert  
 Martinique Gates

Emily Frontera  
 Purchasing Manager



**CITY OF TROY  
 BID PROPOSAL**

The undersigned proposes to **FABRICATE AND INSTALL PARK SIGNS FOR THE CITY OF TROY** in accordance with the attached bid specifications and drawings that are to be considered an integral part of this bid proposal, at the following prices:

**COMPANY NAME:** Blink Marketing Inc. DBA Blink Signs

**BID PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the signs planned for the City of Troy, Park signage project in strict accordance with the Project Documents and the Drawings.**

See Addendum# 2 - ITB-COT 23-36 Park Signs

Item	Description	Quantity	Unit Price	Extended Price
1	Boulan Park	1	\$	\$
2	Brinston Park	1	\$	\$
3	Firefighters Park Park	1	\$	\$
4	Donald J. Flynn Park	1	\$	\$
5	Phillip J. Huber Park	1	\$	\$
6	Jaycee Park	1	\$	\$
7	Milverton Park	1	\$	\$
8	P. Terry and Barbra Knight Park	1	\$	\$
9	Raintree Park	1	\$	\$
10	Sylvan Glen Lake Park	1	\$	\$
11	Beach Road Park	1	\$	\$
12	Beaver Trail Park	2	\$	\$
13	Redwood Park	1	\$	\$
14	Robinwood Park	1	\$	\$
15	Additional Signs as requested per sign cost	1	\$	\$
<b>TOTAL COST</b>				\$

Note: Include all delivery costs, handling, packaging and installation charges, if any.

**UNIT PRICES:**

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

COMPANY NAME: Blink Marketing Inc. DBA Blink Signs

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact Dennis Trantham, Deputy Public Works Director at (248) 524-3503 or Dennis.Trantham@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday.

**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. Bidders are required to field verify exact measurements as applicable and as per the drawings prior to submitting a bid proposal. If the bidder does not make a site inspection, 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. All required fees for City of Troy permits (*only*) will be waived by the City of Troy.

**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 City of Troy site(s).

**CONTACT INFORMATION:**

Hours of operation: \_\_\_\_\_ Acknowledged \_\_\_\_\_ 24 Hr. Contact Phone No. 216-503-2568 & 470-893-9785 (Ext135)

**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.

COMPANY NAME: \_\_\_\_\_ Blink Marketing Inc. DBA Blink Signs \_\_\_\_\_

**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.

**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. The Deputy Public Works Director 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 Net 30

*(Please submit an attachment identified as \_\_\_\_\_ if more space is necessary.)*

**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.

COMPANY NAME: Blink Marketing Inc. DBA Blink Signs

**SUBCONTRACTORS:**

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

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

**COMPLETION SCHEDULE:**

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

**IMPORTANT INFORMATION:**

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

COMPANY NAME: Blink Marketing Inc. DBA Blink Signs

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.

**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: Blink Marketing Inc. DBA Blink Signs



**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: Blink Marketing Inc. DBA Blink Signs

**SIGNATURE PAGE**

**PRICES:**

Prices shall remain firm for 60 days or until 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: Lauren Sweet

**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: 74-3242308

COMPANY: Blink Marketing Inc. DBA Blink Signs

ADDRESS: 1925 St. Clair Ave NE CITY: Cleveland STATE: Ohio ZIP: 44114

PHONE: (216)-503-2568 FAX NUMBER: ( )

REPRESENTATIVE NAME: Lauren Sweet

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Lauren Sweet

PAYMENT TERMS: Net 30 WARRANTY: 2 - 3 Years

CHECK #: 4526033 COMPLETION: 6 to 8 Weeks (Contingent Upon Permit Approval)

EMAIL: sales@blinksigns.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.

N/A

**ACKNOWLEDGEMENT:**

I, Lauren Sweet, 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 the MITN website, [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Lauren Sweet

**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.

**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.



October 25, 2023

Addendum 1  
ITB-COT 23-36  
Park Signs  
Page 1 of 1

**To All Bidders:**

Please be advised, the following document has been submitted for clarification for **ITB-COT 23-36 Park Signs**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Missing forms submitted as follows:

- **References**

Please be advised that the City of Troy Purchasing Department has authorized the following **References Form** regarding Bid Proposal **ITB-COT 23-36 Park Signs**. The CHANGES will be considered an integral part of the original proposal documents and must be included with the bid submission.

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 23-36 Park Signs**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission response, on or before THURSDAY, NOVEMBER 9TH, 2023 at 10:00 AM EST via MITN Purchasing Group Website.

COMPANY:

Blink Marketing Inc. DBA BlinkSwag

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Lauren Sweet

SIGNATURE:

*Lauren Sweet*

ADDRESS:

1925 St. Clair Ave, Cleveland, Ohio 44114

DATE:

11-7-23

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company. **Please print.**

COMPANY: Chatham County Parks & Rec  
ADDRESS: 7226 Varnedoe Drive Savannah GA 314106  
CONTACT: Holly Holdsworth PHONE: 912-652-6784  
EMAIL: hholdsworth@chathamcounty.org

COMPANY: City of Warwick  
ADDRESS: 65 Centerville Road, Warwick, RI 02886  
CONTACT: Jessica L Lamprey PHONE: 401-921-9705  
EMAIL: jessica.l.lamprey@warwickri.gov

COMPANY: Amazon Project - Whiting Turner Contracting  
ADDRESS: 1001 Lakeside Ave, East Suit 100, Cleveland OH 44114  
CONTACT: Colton Kaufman PHONE: 440-264-3250  
EMAIL: colton.kaufman@whiting-turner.com



November 3, 2023

Addendum 2  
ITB-COT 23-36  
Park Signs  
Page 1 of 2

**To All Bidders:**

Please be advised, the following document has been submitted for clarification for **ITB-COT 23-36 Park Signs**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

The following vendor questions and answers are below:

**QUESTION:** Is this Taxable or not?

**ANSWER:**

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder(s) with tax exemption certificates when requested.

*\*\*The following exception shall apply to installation projects, when sales tax is charged to the successful bidder(s) for materials to be installed during the project, that cost shall be included in the unit cost bid and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.*

The vendor will have to pay tax on materials purchased. We cannot provide a tax-exempt form for items purchased by the vendor. Those taxes should be included in the proposal.

**QUESTION:** Are we to include Prevailing Wage?

**ANSWER:**

There are no prevailing wages

**QUESTION:** Is there a need for any License or Business registration for this project?

**ANSWER:**

No

**QUESTION:** Is there a project timeline sorted out or can we provide the deadline for project completion?

**ANSWER:**

**COMPLETION SCHEDULE:**

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

**QUESTION:** Please let us know if we will need to pull a permit for this.

**ANSWER:**

**PERMITS:**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All required fees for City of Troy permits (*only*) will be waived by the City of Troy.



**QUESTION:** Please confirm if there is any removal required as well is there any existing sign which we have to remove and then we have to fabricate and install a new sign.

**ANSWER:**  
Please provide a price for removal of each sign. (On Revised Bid Proposal Form)

**QUESTION:** Please confirm Manufacturer Info Required with Submittal.

**ANSWER:**  
Provide shop drawings sealed by a licensed professional engineer, include wind load calculations, plans, elevations, sections and details of sections, including connections. Show type and location of all fasteners.

**QUESTION:** Warranty Info Required with Submittal.

**ANSWER:**  
Warranty info is required and is included in the Signature page.

Use the ATTACHED REVISED BID PROPOSAL FORM when submitting your Bid Proposal

Please be advised that the City of Troy Purchasing Department has authorized the following **ANSWERS TO QUESTIONS** regarding Bid Proposal **ITB-COT 23-36 Park Signs**. The **CHANGES** will be considered an integral part of the original proposal documents and must be included with the bid submission.

I, the undersigned bidder, have read this Addendum 2 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **ITB-COT 23-36 Park Signs**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission response, on or before THURSDAY, NOVEMBER 9TH, 2023 at 10:00 AM EST via MITN Purchasing Group Website.

COMPANY: Blink Marketing Inc. DBA Blink Signs

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: LAWREN SWEET

SIGNATURE: Lawren Sweet

ADDRESS: 1925 St. Clair Ave, Cleveland, Ohio 44114

DATE: 11-7-23



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 23-36

Page 1 of 7

The undersigned proposes to **FABRICATE AND INSTALL PARK SIGNS FOR THE CITY OF TROY** in accordance with the attached bid specifications and drawings that are to be considered an integral part of this bid proposal, at the following prices:

**COMPANY NAME:** Blink Marketing Inc. DBA Blink Signs

**BID PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the signs planned for the City of Troy, Park signage project in strict accordance with the Project Documents and the Drawings.**

**Proposal A**

Item	Description	Quantity	Unit Price	Extended Price
1	Boulan Park	1	\$ 4,375.00	\$ 4,375.00
2	Brinston Park	1	\$ 4,375.00	\$ 4,375.00
3	Firefighters Park Park	1	\$ 4,375.00	\$ 4,375.00
4	Donald J. Flynn Park	1	\$ 4,375.00	\$ 4,375.00
5	Phillip J. Huber Park	1	\$ 4,375.00	\$ 4,375.00
6	Jaycee Park	1	\$ 4,375.00	\$ 4,375.00
7	Milverton Park	1	\$ 4,375.00	\$ 4,375.00
8	P. Terry and Barbra Knight Park	1	\$ 4,375.00	\$ 4,375.00
9	Raintree Park	1	\$ 4,375.00	\$ 4,375.00
10	Sylvan Glen Lake Park	1	\$ 4,375.00	\$ 4,375.00
11	Beach Road Park	1	\$ 4,375.00	\$ 4,375.00
12	Beaver Trail Park	2	\$ 4,375.00	\$ 4,375.00
13	Redwood Park	1	\$ 4,375.00	\$ 4,375.00
14	Robinwood Park	1	\$ 4,375.00	\$ 4,375.00
15	Additional Signs as requested per sign cost	1	\$ 4,375.00	\$ 4,375.00
<b>TOTAL COST</b>				<b>\$ 70,000.00</b>

**Note: Include all delivery costs, handling, packaging and installation charges, if any.**

**Proposal B**

Item	Description	Quantity	Unit Price	Extended Price
1	Removal of Existing Signs	15	\$ 451.00	\$ 6,765.00
<b>TOTAL COST</b>				<b>\$ 6,765.00</b>

**UNIT PRICES:**

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

**COMPANY NAME:** Blink Marketing Inc. DBA Blink Signs

**Note: For any additional signs as mentioned (Line No. 15) price is valid for 1 year as per the bid package / contract clause and also per the current market price.**



November 6, 2023

Addendum 3  
ITB-COT 23-36  
Park Signs  
Page 1 of 2

**To All Bidders:**

Please be advised, the following questions have been submitted for clarification for **ITB-COT 23-36 Park Signs**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Bidder shall acknowledge receipt of this addendum and include it with their bid form submittal.

The following vendor questions and answers are below:

**QUESTION:** Need confirmation on Engineering Drawing Stamped required with bid or after awarded we have to submit that.

**ANSWER:** Afterward

**QUESTION:** All location signage shop-drawing has to be stamped?

**ANSWER:** Yes

**QUESTION:** Please advise the shop drawing needed of 1 sign or all 15 signs shop drawings required.

**ANSWER:** A rendering for each sign must be submitted for each sign for approval.

**QUESTION:** Please confirm the original Cashier check needed to be mailed or we can send that electronically or emailed.

**ANSWER:** As stated in the Instruction to Bidders Page 2 of 3: A pdf version of the Cashier's Check or Money Order must be included with your Electronic Bid Submission Response. The original cashier's check or money order of the successful bidder must be submitted prior to recommendation for award of bid. The successful bidders can mail or hand deliver the original cashier's check or money order.

**QUESTION:** Please confirm this, The existing signs of 15 locations are the same structure and material as attached snap ,If not please provide the existing signs.

**ANSWER:** Yes, all current signs are the same structure and material, however it is the responsibility of the contractor to visit each site and become familiar with the individual needs.





I, the undersigned bidder, have read this Addendum 3 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 23-36 Park Signs**. All other items in the original bid proposal remain the same. This Addendum 3 should be attached to the electronic bid submission response, on or before THURSDAY, NOVEMBER 9TH, 2023 at 10:00 AM EST via MITN Purchasing Group Website.

COMPANY: Blink Marketing Inc. DBA Blink Signs

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: LAUREN SWEET

SIGNATURE: Lauren Sweet

ADDRESS: 1925 St. Clair Ave, Cleveland, Ohio 44114

DATE: 11-7-23



**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 Ohio for whom Lauren Sweet, bearing the office title of National Sales 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:

Lauren Sweet \_\_\_\_\_



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Lauren Sweet, being duly sworn deposed, says that he/she  
(Print Full Name)

is National Sales 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.

Lauren Sweet  
SIGNATURE OF PERSON SUBMITTING BID

Darlene Zwolinski  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 7 day of November, 2023 in and for  
Wayne County.

My commission expires:  
01/07/2028



DARLENE ZWOLINSKI  
Notary Public  
State of Ohio  
My Comm. Expires  
January 7, 2028



**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.

Blink Marketing Inc. DBA Blink Signs  
Name of Agency/Company/Firm (Please Print)

Lauren Sweet / National Sales Manager  
Name and title of authorized representative (Please Print)

Lauren Sweet 11-7-23  
Signature of authorized representative  
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	Blink Marketing Inc. DBA Blink Signs
Street Address	1925 St. Clair Ave NE
City	Cleveland
State, Zip	Ohio, 44114
Corporate I.D. Number/State	Ohio Vendor's License - 18904325
Taxpayer I.D. #	74-3242308

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: Lauren Sweet

Printed Name of Vendor's Authorized Agent: Lauren Sweet

Witness Signature: Darlene Zwolinski

Printed Name of Witness: Darlene Zwolinski



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

The undersigned, the owner or authorized officer of \_\_\_\_\_ (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 \_\_\_\_\_ and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

*NONE*

**BIDDER:**

*BUNK MARKETING INC DBA BUNKSIGNS*

By: *Samuel Sweet*

Its: *NATIONAL SALES*

*Ohio*  
STATE OF MICHIGAN )

)ss.

COUNTY OF *Cuyahoga* )

This instrument was acknowledged before me on the 7 day of November, 2023, by

*Darlene Zwolinski*



**DARLENE ZWOLINSKI**  
Notary Public  
State of Ohio  
My Comm. Expires  
January 7, 2028



CITY OF TROY  
500 W. BIG BEAVER ROAD,  
TROY, MI 48084

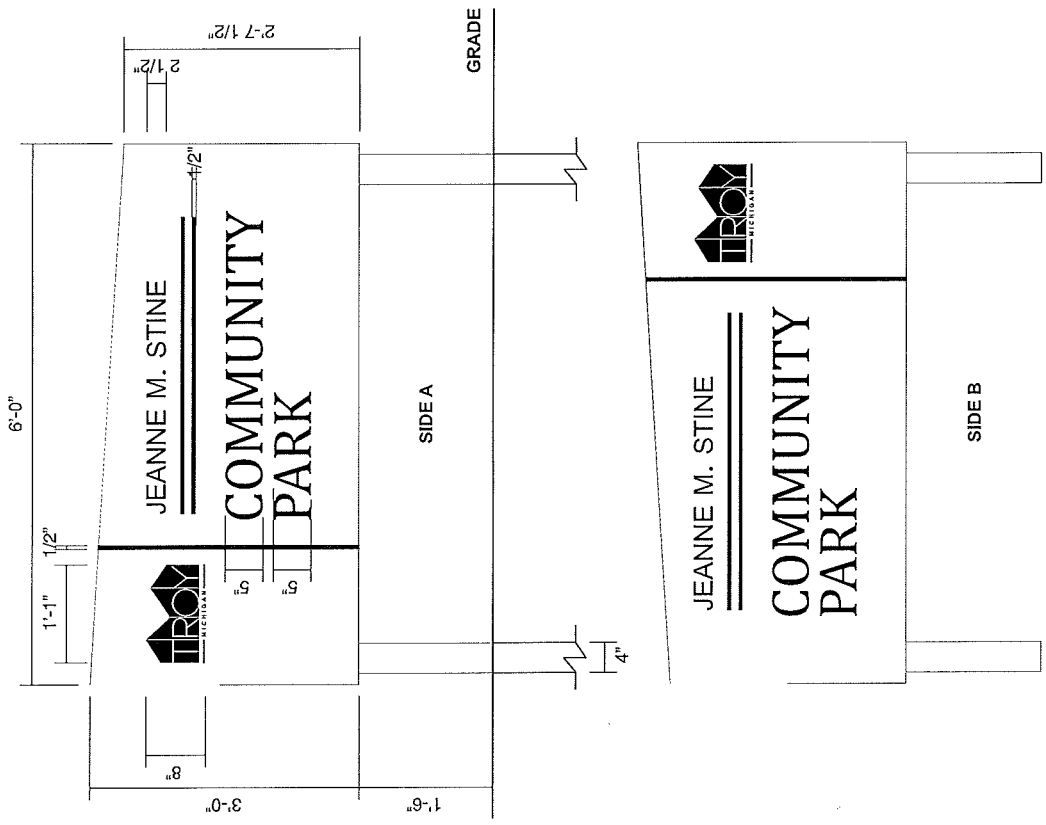
SIGNAGE BID

PROJECT NUMBER: P66607  
DATE CREATED: 11.03.2023  
BID DUE DATE: NOV 9, 2023 10:00 AM

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DESIGNER	Waleed Nazeem
PROSPECT/CLIENT	City of Troy
PROJECT NUMBER	PS5607
PROJECT	City of Troy
PROJECT MANAGER	Moz Shaikh
SALES REP	Lauren Sweet
PROJECT LOCATION	500 W. Big Beaver Road, Troy, MI 48064
DATE CREATED	11.03.2023
PAGE	2

REVISIONS	
DATE	

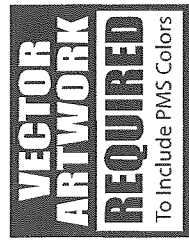


**SCOPE:**  
 - Removal of Existing Signs  
 - Manufacture & Install  
 - New Foundation Required

**Description/Details:**  
 - (2) 1/8" Thick 6061 Aluminum Panel with a Sealed Clear Anodized Finish, Painted Color TBV  
 - 3M Black UV Resistant Vinyl Graphics to be Applied to Both Sides of the Panel  
 - Mounted to Posts via Concealed Fasteners

**Posts:**  
 - (2) 4" X 4" Aluminum Posts with a Sealed Clear Anodized Finish, Painted Color TBV

**Concrete Footing:**  
 - Posts to be Set in 24" X 42" Deep Concrete Footing Formed Using Sonotube



SHEET TITLE	QTY
SIGN 1: DOUBLE SIDED POST AND PANEL SIGN	16



# OTHER LAYOUTS & QTY'S

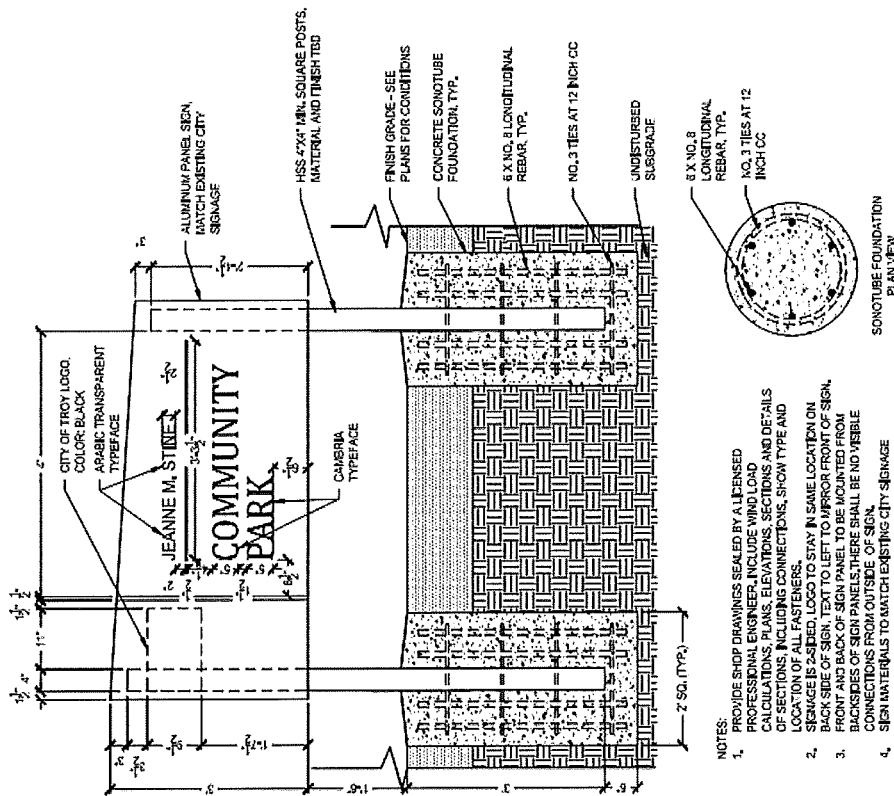
**BLINKSIGNS**  
 1925 St. Clair Ave NE  
 Cleveland, OH 44114  
 (877) 433-4466  
 (216) 503-2586  
 www.blinksigns.com

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DESIGNER	Waleed Nazeem
PROSPECT/CLIENT	City of Troy
PROJECT NUMBER	PE6607
PROJECT	City of Troy
PROJECT MANAGER	Meiz Shaikh
SALES REP	Lauren Sweet
PROJECT LOCATION	600 W. Big Beaver Road, Troy, MI 48064
DATE CREATED	11.03.2023
PAGE	3

REVISIONS	
DATE	

Boulan Park	1
Brinston Park	1
Firefighters Park Park	1
Donald J. Flynn Park	1
Phillip J. Huber Park	1
Jaycee Park	1
Milverton Park	1
P. Terry and Barbra Knight Park	1
Raintree Park	1
Sylvan Glen Lake Park	1
Beach Road Park	1
Beaver Trail Park	2
Redwood Park	1
Robinwood Park	1
Additional Signs as requested per sign cost	1



- NOTES:
1. PROVIDE SHOP DRAWINGS SEALED BY A LICENSED PROFESSIONAL ENGINEER. INCLUDE WIND LOAD CALCULATIONS, PLANS, ELEVATIONS, SECTIONS AND DETAILS OF SECTIONS, INCLUDING CONNECTIONS, SHOW TYPE AND LOCATION OF ALL FASTENERS.
  2. SIGNAGE IS 24" DEEP, LOGO TO STAY IN SAME LOCATION ON BACK SIDE OF SIGN. TEXT TO MIRROR FRONT OF SIGN.
  3. FRONT AND BACK OF SIGN PANEL TO BE MOUNTED FROM BACKSIDES OF SIGN PANELS. THERE SHALL BE NO VISIBLE CONNECTIONS FROM OUTSIDE OF SIGN.
  4. SIGN MATERIALS TO MATCH EXISTING CITY SIGNAGE.

**ALL EXISTING SIGNS WILL BE REMOVED  
ALL LOCATIONS TBV**



**BLINKSIGNS**  
1925 St. Clair Ave NE  
Cleveland, OH 44114  
(977) 433-4466  
(216) 503-2568  
www.blinksigns.com

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DESIGNER	Walid Naseem
PROSPECT/CLIENT	City of Troy
PROJECT NUMBER	PR6607
PROJECT	City of Troy
PROJECT MANAGER	Mez Shaikh
SALES REP.	Lauren Sweet
PROJECT LOCATION	500 W. Big Beaver Road, Troy, MI 48064
DATE CREATED	11.03.2023

PAGE 4

REVISIONS	
DATE	
DATE	
DATE	



**Blink Signs Warranty Information**

1. 1-year limited labor – includes covering removal and reinstall costs within the first 60 days of billing
2. If the sign product is determined to be defective, Blink Signs will repair or replace any and all defective parts. The warranty does not include labor to remove defective units and re-install of the new units after 60 days.
  - a. Non-illuminated products hold a 3-year warranty on 3M vinyl
    - i. Vinyl material will be replaced at no charge to the client by the vinyl manufacturer.
    - ii. Re-cutting of the material and re-installation are not covered past the 1-year limited labor warranty.
3. Free standard shipping on all warranted products
4. No hassle freight damage claims
5. Blink Signs does not warranty any type of vandalism, misuse of signage or extreme weather conditions. This includes, but not limited to, earthquakes, hurricanes, extreme thunderstorms, lightning, snow storms, high winds and tornadoes.
6. Blink Signs is not responsible for any loss of business, business expense or damage regarding defective products and will not pay incidental or consequential damages under this warranty.
7. The warranty becomes null and void if payment is not made in full at the time of installation OR according to terms of the agreement.

Company: \_\_\_\_\_

Company: Blink Signs \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

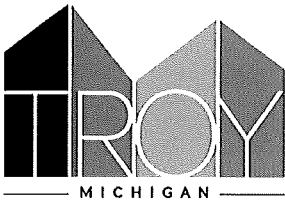
Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: November 15, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kurt Bovensiep, Public Works Director  
Dennis Trantham, Deputy Public Works Director  
Emily Frontera, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Park Entrance Sign Replacement (Introduced by Dennis Trantham, Deputy Public Works Director)

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### History

The City signage and logo have been discussed at length over the last several years. At the August 16, 2023 meeting of the Troy City Council, a report was provided that outlined the Department of Public Works initiative to address the most distressed and necessary signs which included the park entrance signs.

### Park Signs

The majority of the current park entrance signs are made from carved Redwood. Over the years they have been repainted and repaired where necessary. The structure of the signs is mainly sound but has a dated look. In efforts to refresh the park entrance signs to compliment the other investments such as new play structures, new pavilions, and restroom renovations it is City Management's recommendation to continue the same style of sign as the Jeanne M. Stine Community Park sign at the listed locations.

#### Community Parks:

Boulan Park  
Brinston Park  
Firefighters Park  
Donald J. Flynn Park  
Phillip J. Huber Park  
Jaycee Park  
Milverton Park  
P. Terry and Barbara Knight Park  
Raintree Park  
Sylvan Glen Lake Park

#### Neighborhood Parks:

Beach Road Park  
Beaver Trail Park (two signs)  
Redwood Park  
Robinwood Park

The City of Troy developed bid specifications and solicited bids for the work based on the park sign located at the Jeanne M. Stine Community Park. Funds were not budgeted in FY 2024 and will require a budget amendment. City staff will work with the approved vendor on an installation time frame, likely in the spring of 2024.



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing

On November 9, 2023 a bid opening was conducted as required by the City Charter and Code for the removal and replacement of Park Entrance Signs for the City of Troy. The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com//city-of-troy-mi](http://www.bidnetdirect.com//city-of-troy-mi). One hundred and six (106) vendors were notified via the MITN website. Two (2) bid proposals were received. Below is a detail summary of potential vendors for the bid opportunity:

Companies notified via MITN	106
Troy Companies notified via MITN	3
Troy Companies notified Active email Notification	3
Troy Companies - Active Free	0
Companies that viewed the bid	74
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.

The bid responses were reviewed and *Blink Marketing Inc. DBA Blink Signs of Cleveland, OH* is the low bidder meeting all specifications and is being recommended for award.

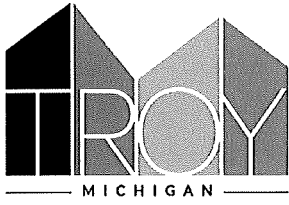
### Financial

Funds for this purchase and installation were not budgeted so the acquisition will require a budget appropriation amendment from the General Fund, Unassigned Fund Balance in the amount of \$80,000 to the Parks Maintenance Repair/Maintenance Supplies Equipment Expendable account 101.770.770.774.140.

### Recommendation

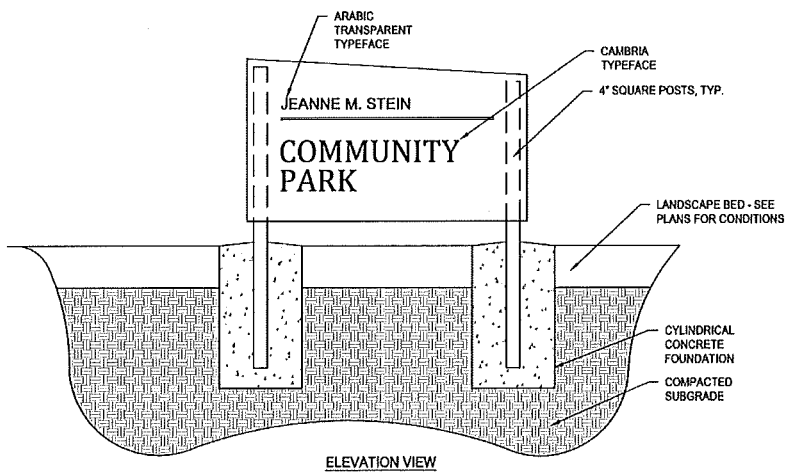
City Management recommends awarding a contract for the removal and replacement of the park entrance signs to *Blink Marketing Inc. DBA Blink Signs of Cleveland, OH* at unit prices contained in the bid tabulation opened November 9, 2023; for an estimated cost of \$72,390 with a 10% contingency.

It is also recommended that City Council approve a budget amendment to transfer funds from the General Fund, Unassigned Fund Balance to the Parks Maintenance Repair/Maintenance Supplies Equipment Expendable account 101.770.770.774.140 in the amount of \$80,000.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM



CITY OF TROY  
 BID TABULATION  
 PARK SIGNS

VENDOR NAME:	Blink Marketing Inc.	Signarama of Novi & Flint
CITY:	Cleveland, OH	Wixom, MI
CHECK NUMBER:	4526033	4284001783
CHECK AMOUNT:	\$2,500.00	\$2,500.00

**PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the signs planned for the City of Troy, Park signage project in strict accordance with the Project Documents and the Drawings.**

**Proposal A:**

Item #	Description	Qty	Unit Price	Extended Price	Unit Price	Extended Price
1	Boulan Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
2	Brinston Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
3	Firefighters Park Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
4	Donald J. Flynn Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
5	Phillip J. Huber Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
6	Jaycee Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
7	Milverton Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
8	P. Terry and Barbra Knight Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
9	Raintree Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
10	Sylvan Glen Lake Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
11	Beach Road Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
12	Beaver Trail Park	2	\$4,375.00	\$8,750.00	\$5,364.00	\$10,728.00
13	Redwood Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
14	Robinwood Park	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
15	Additional Signs as requested per sign cost	1	\$4,375.00	\$4,375.00	\$5,364.00	\$5,364.00
<b>Proposal A Total Cost:</b>			<b>\$70,000.00</b>	<b>\$85,824.00</b>		

**Proposal B:**

Item #	Description	Qty	Unit Price	Extended Price	Unit Price	Extended Price
1	Removal of Existing Signs	15	\$451.00	\$6,765.00	\$585.00	\$8,775.00
<b>Proposal B Total Cost:</b>			<b>\$6,765.00</b>	<b>\$8,775.00</b>		
<b>Grand Total Cost of Proposals A &amp; B:</b>			<b>\$76,765.00</b>	<b>\$94,599.00</b>		

<b>CONTACT INFORMATION:</b>	HOURS OF OPERATION:	Acknowledged	8am - 5pm
	24 HOUR PHONE NO.:	216-503-2568 & 470-893-9785 (Ext 135)	810-230-6445
	PROPOSED PAYMENT SCHEDULE:	Net 30	When all the jobs are complete Net 30
	CAN MEET INSURANCE: Y or N	Y	Y
	REFERENCES: Y or N	Y	Y
	WARRANTY:	2 - 3 Years	1 Year
	COMPLETION:	6 to 8 Weeks (Contingent Upon Permit Approval)	Not Specified
	EXCEPTIONS:	None	None
	ACKNOWLEDGMENT: Y or N	Y	Y
	3 ADDENDUMS: Y or N	Y	Y
	FORMS: Y or N	Y	Y

*Low Bidder Meeting Specifications*

Attest:  
 (\*Bid Opening conducted via Zoom)  
 Dennis Trantham  
 Andrew Chambliss  
 Nellie Bert  
 Martinique Gates

Emily Frontera  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

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).

<b>PRODUCER</b> Vince Hrobat Insurance Agency Inc 7252 Broadview Road  Parma OH 44134	<b>CONTACT NAME:</b> Donna Simon <b>PHONE (A/C, No, Ext):</b> (216) 524-2007 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> donnas@hrobatinsurance.com
<b>INSURED</b> BLINK MARKETING INC DBA BLINK SIGNS AND BLINK SWAG 1925 SAINT CLAIR AVE NE 1925 ST CLAIR AVE NE CLEVELAND OH 44114-2028	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ERIE INS EXCH 26271 INSURER B: ERIE INS CO 26263 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSD	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Q61-0313272	08/04/2023	08/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		Q09-5430188	09/04/2023	09/04/2024	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q30-1070312	06/10/2023	06/10/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 1021651 - 03-NY or AOS	02/18/2023	02/18/2024	<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
A	Installation Floater Leased/Rented Equipment			Q61-0313272	08/04/2023	08/04/2024	\$250,000 \$150,000

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

See ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**

City of Troy  500 W. Big Beaver Rd  Troy MI 48084	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE Donna A Simon
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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Vince Hrobat Insurance Agency Inc		NAMED INSURED BLINK MARKETING INC DBA BLINK SIGNS AND BLINK SWAG	
POLICY NUMBER Q30-1070312, WC 1021651 - 03, Q30-1021284, Q09-5430188			
CARRIER ERIE INS EXCH	NAIC CODE 26271, , 262	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate Of Liability Insurance

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 are listed as additional insured per form CG 2010 0413 and ABZ10 611. 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 per form EPP 0006 1019 and ADAP01 1116 and includes a 30 day notice of cancellation per form 1807 1019.

POLICY NUMBER: Q61 0313272

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
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	all

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

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

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

## ADDITIONAL INSURED ENDORSEMENT

### DEFINITIONS

"**Additional Insured**" means the person or organization shown on the "**Declarations**" as an "ADDITIONAL INSURED."

### OUR PROMISE

Under Liability Protection, "we" will pay all sums the "**Additional Insured**" legally must pay as damages arising out of the acts or omissions of:

1. the "**Named Insured**" or any "**relative**;"
2. any employee or agent of the "**Named Insured**;" or
3. any other person, except the "**Additional Insured**" or any employee or agent of the "**Additional Insured**"

using an "auto we insure" with the "**Named Insured's**" permission.

### TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom "we" make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to "us." That person or organization must do everything necessary to secure our rights and must do nothing after "**accident**" or loss to impair them. "We" waive any right of recovery "we" may have against a person or organization identified as an "**Additional Insured**" in the "**Declarations**" because of payments "we" make for injury or damage arising out of the ownership, maintenance or use of a covered "auto" under a contract with that "**Additional Insured**."

### SPECIAL CONDITIONS

1. If this policy is cancelled by "us," "we" will mail notice to the "**Additional Insured**" at least 30 days prior to the cancellation date. (*Maryland Exception: "We" will mail notice at least 30 days in advance of the effective date of cancellation for non-payment of premium. If this policy is cancelled by "us" for any other reason, "we" will mail notice at least 45 days in advance of the effective date of cancellation.*)
2. If this policy is cancelled by the "**Named Insured**," "we" will mail notice of cancellation to the "**Additional Insured**."
3. The "**Additional Insured**" will never be asked to pay a premium for this policy.
4. Protecting the "**Additional Insured**" under this policy shall not increase the limits of protection.

### OTHER PROVISIONS

All other provisions of the policy apply.

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

## **PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED**

With respect to coverage provided by this endorsement, the last paragraph of **Liability Protection – Other Insurance** is deleted and replaced by the following:

Any liability insurance for liability assumed under an **insured contract** is primary insurance and will not seek contribution from any other insurance available to an additional insured under this policy provided:

- a. The additional insured is a Named Insured under such other insurance; and
- b. **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 the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Damage To Premises Rented To You - Fire Legal Liability**

1. Under Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability - Insuring Agreement, the following is added:

**Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability - 2. Exclusions is deleted and replaced with the following:

Exclusions 2.c. through 2.n. do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in Section III - Limits of Insurance.

We do not cover liability assumed by the insured except in an "insured contract".

3. Under Section V - Definitions, Paragraph 9.a. of "insured contract" is deleted and replaced by the following:

9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

**B. Host Liquor Liability Coverage**

Under Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability - 2. Exclusions the following is added to Liquor Liability:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

**C. Non-Owned Watercraft**

Under Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability - 2. Exclusions - g. Aircraft, Auto or Watercraft, Paragraph 2)a) is deleted and replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

**D. Incidental Medical Malpractice**

1. Under Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability - Insuring Agreement, the following is added to Paragraph I.:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under Section I - Coverages - Coverage A - Bodily Injury And Property Damage - 2. Exclusions, the following is added:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident;
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
  - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice, or instruction.

3. Under Section V - Definitions, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. Health or therapeutic service, treatment, advice, or instruction.

E. Volunteer Workers - Medical Payments

Under Section I - Coverages - Coverage C - Medical Payments. - Insuring Agreement, the following is added to Paragraph 1:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

F. Attorneys' Fees

Under Section I - Coverages - Supplementary Payments - Coverages A and B, the following is added:

All reasonable attorneys' fees up to \$250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

G. Municipal Supervisors

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

Supervisors, if you are a municipality.

H. Non-Owned and Hired Automobile Liability Insurance Coverage

1. Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
  - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. Exclusions

The following exclusions are added for Non-Owned and Hired Automobile Liability Insurance Coverage:

a. Damage To Property

"Property damage" to:

- 1) Property owned or transported by you; or
- 2) Personal property in the care, custody, or control of the insured.

b. Handling of Property

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
  - 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.
- c. **Fellow Employee**
- "Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.
- d. **Racing**
- Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.
3. **Section II - Who Is An Insured**
- For Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured includes the following:
- a. You;
  - b. Any other person using a "hired auto" with your permission;
  - c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or
  - d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs a., b., or c. above.
4. The following are not included under Section II - Who Is An Insured:
- a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;
  - b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;
  - c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
  - d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-owned auto", or any agent or employer of such owner or lessee; or
  - e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company, shown as a Named Insured in the Declarations.
5. For Non-Owned and Hired Automobile Liability Insurance Coverage the following is added under Section IV - Commercial General Liability Conditions - 4. Other Insurance - b. Excess Insurance:
- This insurance is excess over any other automobile insurance available to you.
6. The following are added to Section V - Definitions:
- "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".
- "Hired auto" means any auto you lease, hire, or borrow.
- This does not include any "auto" you lease, hire, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.
- "Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:
- a. Your "employees" including members of their households;
  - b. Partners, including members of their households, if you are a partnership; or
  - c. Members of a limited liability company including members of their households;
- but only while such "auto" is being used in connection with your business.
- I. **Additional Insured - Managers or Owners of Buildings**
1. The following is added under Section II - Who Is An Insured:
- The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.
2. The following is added under Section I - Coverages - Coverage A - Bodily Injury And Property Damage - 2. Exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant of the premises;
  - b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or
  - c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.
3. Under Section III - Limits Of Insurance, the following is added with respect to insurance afforded to these additional insureds:

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**J. Additional Insured - Mortgagee, Assignee, or Receiver**

1. The following is added under Section II - Who Is An Insured:

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under Section I - Coverages, Coverage A - Bodily Injury And Property Damage - 2. Exclusions:

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

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

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

- a. Required by the contract or agreement you have entered into with the additional insured; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**K. Additional Insured - Lessor of Leased Equipment**

1. The following is added under Section II - Who Is An Insured:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage", or "personal or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this coverage ends when their contract or agreement with you for such leased equipment ends.

2. The following is added under Section I - Coverages - Coverage A - Bodily Injury And Property Damage - 2. Exclusions as well as Section I - Coverages - Coverage B - Personal and Advertising Injury - 2. Exclusions:

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less;

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



**L. Damage to Customers' Autos Coverage - Legal Liability**

1. The following is added to Paragraph 1. under Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability - Insuring Agreement:

**Insuring Agreement - Damage to Customers' Autos Coverage - Legal Liability**

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

2. The following is added under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability - 2. Exclusions, but only for Damage to Customers' Autos Coverage - Legal Liability:

**a. Owned, Rented, or Demo Autos**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

**b. Employee Dishonesty**

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

**c. Wear and Tear**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

**d. Defective Parts or Faulty Work**

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to "property damage" to "your work" arising out of it or any part of it.

**e. Racing, Speed, or Demolition Contests**

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For Damage to Customers' Autos Coverage - Legal Liability, the following is added under Section IV - Commercial General Liability Conditions:

**Deductible**

We will only pay those damages in excess of \$200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the \$200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

**Kentucky Only:** Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

4. For Damage to Customers' Autos Coverage - Legal Liability, the following definition is added to Section V - Definitions:

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

**M. Waiver of Subrogation**

Section IV - Commercial General Liability Conditions - Transfer of Right of Recovery Against Others to Us is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer these rights to us and help us enforce these rights.

**N. Primary and Non-Contributory Insurance**

Under Section IV - Commercial General Liability Conditions - Other Insurance the following is added to Paragraph 4:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The Additional 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 the additional insured.

**O. Definitions**

The following is added to the definition of "Products-completed operations hazard" under Section V - Definitions:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

## **CANCELLATION NOTICE TO DESIGNATED ENTITY**

If we cancel this policy before the expiration date, other than at the request of the Named Insured or for nonpayment of premium, we will mail advance notice to the persons or organizations who are designated on the Declarations as subject to this endorsement. We will mail such notice at least 30 days (IL – 60 days) before the effective date of cancellation.

If we cancel due to nonpayment of premium, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 45 days after the effective date of cancellation.

If the Named Insured requests cancellation before the policy expiration date, we will mail notice to the persons or organizations designated in the Declarations as subject to this endorsement within 30 days after the Named Insured's request to cancel.

Proof of mailing constitutes proof of notice.

In no event will coverage extend beyond the actual expiration, termination, or cancellation of the policy.