

CITY COUNCIL MINUTES

March 18, 2024

Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Troy Union Corners Cemetery Retaining Wall and Budget Amendment (Introduced by: Mike Verstraete, Streets and Drains Operations Manager)

Resolution #2024-03-045

Moved by Chamberlain-Creanga
Seconded by Gunn

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the removal and replacement of the Retaining Wall at the Troy Union Corners Cemetery to the low bidder meeting specifications; *DiLisio Contracting, Inc. of Clinton Township, MI*, at unit prices contained in the bid tabulation opened February 29, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; for an estimated total cost of \$175,000 and a 10% contingency for a not to exceed amount of \$192,500.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$67,500 to the Park Development – Land Improvement Various Capital Fund.

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: Gunn, Hamilton, Baker, Brooks, Chamberlain-Creanga, Chanda

No: None

Absent: Hodorek

MOTION CARRIED

PURCHASE ORDER

No. 2024-00001149
 DATE: 04/08/2024
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

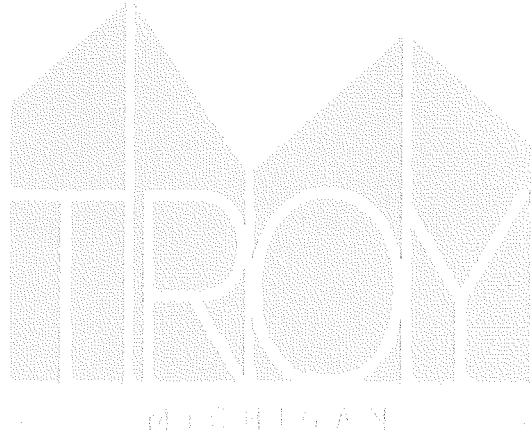
Bill To
 CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

VENDOR NO. 107828

EXPIRATION DATE
 06/30/2024
COUNCIL RESOLUTION
 2024-03-045

Vendor
 DILISIO CONTRACTING INC
 23525 LAKEPOINTE DRIVE #8
 CLINTON TWP, MI 48036

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Union Corners Retaining Wall	175,000.0000	\$175,000.00



Entered By: Nellie Bert

\$175,000.00

Special Instructions:

CITY COUNCIL AWARD DATE: 3-18-2024. Contract for the Retaining Wall at Union Corner's Cemetery in accordance with the specifications and completion date of ITB-COT 23-39. 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.

Nellie Bert

CITY OF TROY
 BID TABULATION
 CONCRETE RETAINING WALL

VENDOR NAME:	DiLisio Contracting, Inc.	JSS - Macomb, LLC
CITY:	Clinton Twp., MI	Shelby Twp., MI
CHECK NUMBER:	50108018	38589009
CHECK AMOUNT:	\$5,000.00	\$5,000.00

PROPOSAL: Provide all labor, materials, related equipment, tools and supervision necessary for the removal and disposal of the existing retaining wall and complete construction of a new poured, stamped concrete wall as per all work herein described.

Complete for the sum of:	\$175,000.00	\$328,513.61
Project Start Date (anticipated & approximate):	4/1/2024	4/13/2024
Anticipated Duration to Complete:	5/1/2024	Four Weeks

Contact Information:	Contact Name:	Giuseppe D. Lia	Patrick Jones
	Hours of Operation:	8AM - 5PM	7AM - 6:30PM
	24 Hr. Contact Phone:	(586) 405-4578	(586) 709-6305
	Proposed Payment Schedule:	Monthly	Net 30
	References: Y or N	Y	Y
	Can Meet Insurance: Y or N	Y	Y
	Acknowledgements: Y or N	Y	Y
	Warranty:	2-Year	One Year
	Completion:	5/1/2024	Per Contract Schedule
	Exceptions:	If a standard brick faced wall is accepted, bid price will be \$165,000	Value Engineered Proposal included for \$264,513.61
	Vendor Questionnaire Provided: Y or N	Y	Y
	Signed Addendums 1 & 2: Y or N	Y	Y
	Forms: Y or N	Y	Y

Attest:
 (*Bid Opening conducted via Zoom)
 Nick Herzek

 Nellie Bert

 Beth Zaccardelli

Emily Frontera
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 23-39
Page 1 of 8

The undersigned proposes to furnish all labor, material, and equipment to **REMOVE EXISTING RETAINING WALL AND INSTALL NEW CONCRETE RETAINING WALL AT UNION CORNER'S CEMETERY** 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: DiLisio Contracting, Inc.

The bid document contains the following sections:

Instructions to Bidders (3 pages)	Maintenance & Guarantee Bond (2 pages)
Bid Proposal (8 pages)	Public Act 57 (2 pages)
Vendor Questionnaire (2 pages)	Consent of Surety – Sample (1 page)
Specifications (3 page)	Sample Insurance Certificate (4 pages)
Forms (10 forms)	Statement of No Bid (1 page)
Performance Bond (1 page)	Drawings (1 page)
Labor & Material Bond (1 page)	

PROPOSALS: The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of the removal of existing retaining wall and constructing a new concrete retaining wall.

SCOPE OF WORK: The Work of the Project is defined by the Contracts Documents and consists of the following:

- Removal and disposal of existing wood retaining wall
- The installation of new brick or stone pattern poured concrete wall
- Repair of all turf, asphalt, and concrete disturbed by the installation operation.
- **Working Hours** – The contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City of Troy to work on Sunday and holidays.
- **Safety Barriers** – The Contractor shall at all times have the construction site barricaded off to the general public until such time each site is accepted by the City. This barricade shall be a minimum of 4' in height and of a nature that will prevent children from crawling through it.
- **Storage of Material** – The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy.
- **Date of Completion:** All work shall be completed including restoration by **May 30, 2024.**

BID PROPOSAL: Provide all labor, materials, related equipment, tools and supervision necessary for the removal and disposal of the existing retaining wall and complete construction of a new poured, stamped concrete wall as per all work herein described.

Complete for the sum of: \$ \$175,000.00

The anticipated City Council Award Date is March 04, 2024

Project Start Date (anticipated & approximate) April 1, 2024

Anticipated Duration to Complete: May 1, 2024

PREVAILING WAGE:

This is not a prevailing wage project.

MANDATORY PRE-BID MEETING:

A Mandatory Pre-Bid Meeting will be held on Tuesday, February 6, 2024 at 11:30 am Troy Union Corners Cemetery located at 1199 E. Square Lake Rd, Troy, Mi. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. There will be an opportunity to view and inspect the area 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.**

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please **contact Mr. Nick Herzek, Project Manager at (248) 524-3403 or Nick.Herzek@troymi.gov** between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

SITE INSPECTIONS:

All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. 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. Applicable permits including Right of Way permits may be obtained at Troy City Hall, Building Inspection and/or Engineering Departments. All permit fees will be waived.

BID DEPOSIT AND FORFEITURE:

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

AWARD:

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

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

DOWNPAYMENTS AND PREPAYMENTS:

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

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the project site.

COMPLETION DATE:

The contractor awarded the project shall complete the work within thirty (30) days from notice to proceed and final completion including restoration shall be no later than May 30, 2024.

CONTACT INFORMATION:

Contact Name: Giuseppe D. Lia
Hours of operation: 8:00 am to 5:00 pm 24 Hr. Contact Phone No. 586-405-4578
COMPANY NAME: DiLisio Contracting, Inc.

LOCAL PREFERENCE:

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

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award notice to the successful bidder(s). The successful bidder(s) once notified, will be required to submit the specified bonds and signed Contract Form (provided in the Contract Documents Section). 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 from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

CONTRACT FORMS:

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

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. City Representative 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. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule: Monthly

COMPANY NAME: DiLisio Contracting, Inc.

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 during the past three years. References must be similar in size and scope to the type of work described in this bid.

COMPANY: Nowak and Fraus
ADDRESS: 46777 Woodward Ave
PHONE: 248-635-7726 CONTACT: Brad Brickel
EMAIL: bbrickel@nfe-engr.com

COMPANY: AEW
ADDRESS: 51301 Schoenherr Rd
PHONE: 586-914-9947 CONTACT: Scott Lockwood
EMAIL: slockwood@aewinc.com

COMPANY: City of Troy
ADDRESS: _____
PHONE: 248-885-1953 CONTACT: Kurt Bovensiep
EMAIL: k.bovensiep@troymi.gov

MICHIGAN CONSTRUCTION LIEN ACT:

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

PUBLIC ACT 57:

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

BOND SUBMITTAL:

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

SUBCONTRACTORS:

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

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

COMPANY NAME: DiLisio Contracting, Inc.

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:

The work shall commence upon City Council Approval. A work schedule shall be provided to Mr. Nick Herzek, Project Manager. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed. Final Completion Date: May 30, 2024.

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: DiLisio Contracting, Inc.

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

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

- 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 MITN website.

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: DiLisio Contracting, Inc.

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

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

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

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

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

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

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

COMPANY NAME: DiLisio Contracting, Inc.

SIGNATURE PAGE

PRICES

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia

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: 38-3193519

COMPANY: DiLisio Contracting, Inc.

ADDRESS: 23525 Lakepointe Dr CITY: Clinton Twp STATE: Mi ZIP: 48036

PHONE: (586) 783-4044 FAX NUMBER: (586) 783-4058

REPRESENTATIVE NAME: Giuseppe D. Lia

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia

PAYMENT TERMS: Monthly WARRANTY: 2-Year

BID CHECK #: 50108018 COMPLETION: May 1, 2024

EMAIL: joe@dilisiocontracting.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. If a standard brick faced wall is accepted, bid price will be \$165,000.00

ACKNOWLEDGEMENT:

I, Giuseppe D. Lia, 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 and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia

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.



VENDOR QUESTIONNAIRE

Please provide the following information and submit with your bid proposal:

FIRM NAME: DiLisio Contracting, Inc.

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other _____

If applicable:

FORMER FIRM NAME(S)

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Number of years of experience in cement work and stamped concrete: 30 Years

2. Has your company been in Chapter 7 during the last ten (10) years?

() Yes When: _____ (X) No

3. How many years of experience do you have in installing retaining walls?

30 Years

4. Evidence that your company is licensed to do business in the State of Michigan.

Builders Licence No.2101122179 Exp. 5-31-26

5. Current Contracts:

Please provide a list of all open contracts your company currently holds. Include contract name, organization, location, type, size, required date of completion, percentage of completion to date of each job and value of each contract.

City of Troy- \$3,000,000.00

City of Madison Hts \$1,000,000.00

6. List the number and types of equipment to be used for this project if awarded this bid. Provide an itemized list if more space is required.

Cat 938 Loader, Cat 308 Excavator, 4-Quad Axle Dump Trucks

7. If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each. Include a complete list and references of all subcontractors and sub-subcontracts.

N/A

8. Provide a project schedule based on starting the work within ten (10) days after receiving "Notification to Proceed".

3 days Excavation, 1 day wall foundation, 2 days wall forming, 1 Day wall pouring, 5 days cure time, 5 day back filling and restoration. 17 Total work days.

9. List Tradesmen who would specifically be assigned to this project: Provide years of experience, areas of expertise, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section who will be assigned to project.

TITLE	NAME	DEGREE / CERTIFICATION	EXPERIENCE / YEARS
Supervisor	Dino DiLisio		30 Years
Supervisor	Joe DiLisio		30 Years
Foreman	Vaso Dukaj	Operators Union	35 Years
Foreman	Anthony T.	Trowel Trades Union	25 Years

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Giuseppe D. Lia

Company:

DiLisio Contracting, Inc.

Address:

23525 Lakepointe Dr.
Clinton Twp. MI 48036

Phone Number:

586-783-4044

Representative's Name:

Giuseppe D. Lia

Date:

(Print)
2/28/2024

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

Dave Nitz	DSP Constructions
Alfred Campos	DSP Constructions
Patrick Jones	JSS-Macomb, LLC
Joe Lia	Dilisio Contracting Inc.

Introduced by:

Emily Frontera, Purchasing Manager
Nellie Bert, Buyer
Mike Verstraete, Streets and Drains Operations Manager
Nick Herzek, Project Manager - DPW

Clarifications were discussed as follows:

- Emily Frontera, Purchasing Manager gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
- Nick Herzek, Project Manager - DPW provided additional details and remained on the premise to allow for the vendors to review the site.
- Pre-bid meeting sign-in sheet is also included with the Addendum (1-page)
- Contractor shall provide fence and tree protection as detailed in the bid specifications.
- Detail information regarding the DTE utility poll shall be addressed in a second addendum to be issued the week of February 12, 2024. As a result, the bid opening of February 15th has been pushed to Feb 29th at 10:00am
- Contractor is required to pull all necessary permits as required. Fees are waived.

The following questions were asked as the project details and site overview were discussed:

Question: What is the traffic control plan?

Answer: Awarded Contractor will provide a traffic control plan for approval by the City as specified in the bid documents. Traffic control expenses are to be included in the Base Bid Price.

Question: Is this a Prevailing Wage Project?

Answer: No. This is not a Prevailing Wage Project as detailed in the Bid Document- Bid Proposal (page 2 of 8).

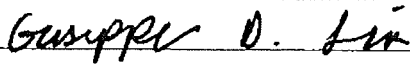
Question: Can a Value-Engineered Proposal be submitted?

Answer: Yes. As an exception and as an alternate bid item- submitted separately. The primary bid proposal (page 1 of 8) must be submitted as specified in the bid document.

Question: Is this a County Road?

Answer: No. It is a City of Troy Major Road

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 23-39, Retaining Wall – Union Corners Cemetery. 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, February 29, 2024 at 10:00 AM EDT.

COMPANY: DiLisio Contracting, Inc.
NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia
SIGNATURE: 
ADDRESS: 23525 Lakepointe Dr
Clinton Township, Mi 48036
DATE: 2/28/2024



February 20, 2024

Addendum 2
ITB-COT 23-39 Retaining Wall
Union Corners Cemetery
Page 1 of 1

To All Bidders:

Please be advised, the following document has been submitted for clarification for **ITB-COT 23-39 Retaining Wall – Union Corners Cemetery**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Clarification regarding the DTE Utility Pole:

- Contractor to coordinate with the City regarding DTE Utility pole protection. Retaining wall to be shifted 18 inches from back of curb.

Please note that the Bid Opening date has changed:

- **REVISED BID OPENING DATE: Thursday, February 29, 2024, at 10:00 AM EDT.**
Revised Zoom Meeting information provided below:

Bid Opening

Date & Time: Feb 29, 2024 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84670609830?pwd=cDZQWEJiSnZlaDNLUjdKTWp1Q1NUUT09>

Meeting ID: 846 7060 9830

Passcode: 246346

One tap mobile

+13017158592,,84670609830#,,,,*246346# US (Washington DC)

+13052241968,,84670609830#,,,,*246346# US

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 23-39, Retaining Wall – Union Corners Cemetery**. All other items in the original bid proposal remain the same. **This addendum should be included with the electronic bid submission, on or before Thursday, February 29, 2024 at 10:00 AM EDT.**

COMPANY: DiLisio Contracting, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia

SIGNATURE: *Giuseppe D. Lia*

ADDRESS: 23525 Lakepointe Drive
Clinton Township, Mi 48036

DATE: 2/28/2024



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 Giuseppe D. Lia, bearing the office title of Treasurer, 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:

Giuseppe D. Lia, being duly sworn deposed, says that he/she
(Print Full Name)

is Treasurer. 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.

Giuseppe D. Lia
SIGNATURE OF PERSON SUBMITTING BID

Valori Haddad
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 28th day of February, 2024 in and for
Macomb County.

My commission expires:
February 14, 2025

VALORI HADDAD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES FEB 14, 2025
ACTING IN THE COUNTY OF Macomb



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

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

1. Are not presently debarred, suspended, proposed for debarment, and 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 prices 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.

DiLisio Contracting, Inc.

Name of Agency/Company/Firm (Please Print)

Giuseppe D. Lia

Name and title of authorized representative (Please Print)

Giuseppe D. Lia

Signature of authorized representative

2-28-24

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	DiLisio Contracting, Inc.
Street Address	23525 Lakepointe Drive
City	Clinton Township
State, Zip	MI, 48036
Corporate I.D. Number/State	1231714000
Taxpayer I.D. #	38-3193519

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:

Giuseppe D. Lia

Printed Name of Vendor's Authorized Agent:

Giuseppe D. Lia

Witness Signature:

Lisa Lia

Printed Name of Witness:

Lisa Lia



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

The undersigned, the owner or authorized officer of DiLisio Contracting (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 DiLisio Contracting, Inc. _____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:
DiLisio Contracting, Inc.
By: Giuseppe D. Lira
Its: Treasurer

STATE OF MICHIGAN

)ss.

COUNTY OF Macomb)

This instrument was acknowledged before me on the 28th day of February, 2024,
by Valori Haddad

VALORI HADDAD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES FEB 14, 2025
ACTING IN THE COUNTY OF Macomb



February 8, 2024

Addendum 1
ITB-COT 23-39
Retaining Wall-Union Corners Cemetery
Page 1 of 2

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Tuesday, February 6, 2024 at 11:30 AM EDT the Purchasing Department for the City of Troy authorized the following clarifications /or changes to the specifications for ITB-COT 23-39, Retaining Wall – Union Corners Cemetery. The clarifications and or changes will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at Union Corners Cemetery located at 1199 E. Square Lake Rd., Troy, MI

Changes/Corrections

Please be advised that the Bid Opening date has been changed.

- **REVISED BID OPENING DATE: Thursday, February 29, 2024, at 10:00 AM EDT.**
Revised Zoom Meeting information provided below:

Bid Opening

Date & Time: Feb 29, 2024 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84670609830?pwd=cDZQWEJiSnZlaDNLUjdKTWp1QINUUT09>

Meeting ID: 846 7060 9830

Passcode: 246346

One tap mobile

+13017158592,,84670609830#,,,,*246346# US (Washington DC)

+13052241968,,84670609830#,,,,*246346# US

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

- Each bid must be accompanied by a Cashier's Check in the amount of **\$5,000.00** as security for acceptance of the Contract. BID BONDS ARE NOT ACCEPTABLE.
A pdf version of this Cashier's Check must be included with your Electronic Bid Submission Response. The original check of the successful bidder must be submitted prior to recommendation for award of bid.
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications by attending the MANDATORY Pre-bid Meeting scheduled on Tuesday, February 6, 2024 at 11:30 AM at Union Corners Cemetery - 1199 E. Square Lake Rd, Troy, MI. The meeting was held to answer and clarify questions regarding the bid specifications.
- For **ADDITIONAL INFORMATION** or specific questions concerning this project, please contact Nick Herzek Nick.Herzek@troymi.gov
- **COMPLETION SCHEDULE:** The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The entire project to be complete by **May 30, 2024.**
- **PROPOSAL FORMS:** Complete the Vendor Questionnaire and all contract forms including required signatures, and submit with your electronic bid proposal.
- **INSURANCE:** If awarded – Insurance, Endorsements and Executed Bonds shall be submitted to the City's Purchasing Manager, e.frontera@troymi.gov and approved before work can begin.
- **SPECIFICATIONS:** As detailed.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 11, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Mike Verstraete, Streets and Drains Operations Manager
Nick Herzek, Streets and Drains Project Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications- Troy Union Corners Cemetery Retaining Wall and Budget Amendment (Introduced by: Mike Verstraete, Streets and Drains Operations Manager)

History

Troy Union Corners Cemetery was established in 1831 on a three-acre parcel in the southwest quarter of Section 2 along Square Lake Road between Rochester Road and John R Road. The cemetery contains many war veterans. The current retaining wall that retains the berm along Square Lake is constructed of wood timbers. The timbers have deteriorated and beginning to fall over. The new retaining wall will be a reinforced rock patterned concrete wall that will provide an increased service life when compared to the wood timbers.

Purchasing

On February 29, 2024 a bid opening was conducted as required by the City Charter and Code for the removal and replacement of the Retaining Wall at the Troy Union Corners Cemetery. The bid was posted on the MITN Purchasing Group Website; www.bidnetdirect.com/city-of-troy-mi. Six hundred fifty-five (655) 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	655	<p><i>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.</i></p> <p>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.</p> <p>Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p>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.</p>
Troy Companies notified via MITN	24	
Troy Companies notified Active email Notification	23	
Troy Companies - Active Free	1	
Companies that viewed the bid	123	
Troy Companies that viewed the bid	1	

The bid responses were reviewed and *DiLisio Contracting, Inc. of Clinton Township, MI* is the low bidder meeting all specifications and is being recommended for award. DiLisio Contracting will provide all labor, equipment, materials and supervision necessary for the retaining wall replacement.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds in the amount of \$125,000 are budgeted and available in the Park Development – Land Improvement Various Capital Fund, account number 401.770.771.974.130 and associated project number 2024C0045 for the 2024 fiscal year. The design and cost estimate were completed in 2022 in preparation of the 2024 budget. The total estimated project cost of \$192,500 which includes a 10% contingency will require a budget amendment in the amount of \$67,500 to the Park Development Capital Fund, account number 401.770.771.974.130.

Recommendation

City Management recommends awarding a contract to *DiLisio Contracting, Inc. of Clinton Township, MI*, for the construction of a decorative concrete retaining wall at Troy Union Corners Cemetery for an estimated cost of \$175,000 with a 10% contingency of \$17,500 for a total estimated cost of \$192,500. City Management also recommends City Council approve a budget amendment to the Park Development- Land Improvements Various Capital Fund in the amount of \$67,500.

Opening Date: 02/29/2024
 Date Reviewed: 02/29/2024

CITY OF TROY
 BID TABULATION
 CONCRETE RETAINING WALL

ITB-COT 23-39
 Page 1 of 1

VENDOR NAME:	DiLisio Contracting, Inc.	JSS - Macomb, LLC
CITY:	Clinton Twp., MI	Shelby Twp., MI
CHECK NUMBER:	50108018	38589009
CHECK AMOUNT:	\$5,000.00	\$5,000.00

PROPOSAL: Provide all labor, materials, related equipment, tools and supervision necessary for the removal and disposal of the existing retaining wall and complete construction of a new poured, stamped concrete wall as per all work herein described.

Complete for the sum of:	\$175,000.00	\$328,513.61
Project Start Date (anticipated & approximate):	4/1/2024	4/13/2024
Anticipated Duration to Complete:	5/1/2024	Four Weeks

Contact Information:	Contact Name:	Giuseppe D. Lia	Patrick Jones
	Hours of Operation:	8AM - 5PM	7AM - 6:30PM
	24 Hr. Contact Phone:	(586) 405-4578	(586) 709-6305
	Proposed Payment Schedule:	Monthly	Net 30
	References: Y or N	Y	Y
	Can Meet Insurance: Y or N	Y	Y
	Acknowledgements: Y or N	Y	Y
	Warranty:	2-Year	One Year
	Completion:	5/1/2024	Per Contract Schedule
	Exceptions:	If a standard brick faced wall is accepted, bid price will be \$165,000	Value Engineered Proposal included for \$264,513.61
	Vendor Questionnaire Provided: Y or N	Y	Y
	Signed Addendums 1 & 2: Y or N	Y	Y
	Forms: Y or N	Y	Y

Low Bid Meeting Specifications

Attest:
 (*Bid Opening conducted via Zoom)
 Nick Herzek
 Nellie Bert
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager



DILICON-01

NPACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2024

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

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

PRODUCER ZGI, LLC Birmingham, MI 48009	CONTACT NAME: Nyssa Pace		
	PHONE (A/G, No, Ext): (248) 294-7575	FAX (A/G, No):	
E-MAIL ADDRESS: Nyssa@zervosins.com			
INSURED Dillsio Contracting Inc 23525 Lakepointe Dr Clinton Township, MI 48036--3323	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Insurance Company		35289
	INSURER B: National Fire Insurance Hartford		20478
	INSURER C: Accident Fund National Ins. Co.		12305
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> FROJECT <input type="checkbox"/> LOC OTHER:	X	X	4034992292	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	4034992258	12/31/2023	12/31/2024	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	4034992342	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	100109605	12/31/2023	12/31/2024	<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	Limited Poli-Worksit			4034992292	12/31/2023	12/31/2024	1,000,000/2,000,000
A	L&R Equip			4034992292	12/31/2023	12/31/2024	100,000/Item

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

City of Troy is additional insured per written contract with respects to general liability, including completed operations and automobile liability for work performed at the above job. Coverage afforded to the additional insured is primary and non-contributory. A 30 day prior written notice of cancellation, ten day for non-payment of premium, will be provided to the City of Troy.

CERTIFICATE HOLDER City of Troy, Purchasing Manager 500 W. Big Beaver Road Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or



Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

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

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75079XX (3-22)
Page 3 of 3
The Continental Insurance Co.
Insured Name: DILISIO CONTRACTING INC

Policy No: 4034992292
Endorsement No: 6
Effective Date: 12/31/2023



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III, Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
 - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 18; Page: 2 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 4034992258

Policy Effective Date: 12/31/2023

Policy Page: 92 of 226



**Business Auto Policy
Policy Endorsement**

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 18; Page: 4 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 4034992258

Policy Effective Date: 12/31/2023

Policy Page: 94 of 226



CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	CITY OF TROY
Address:	500 W BIG BEAVER ROAD TROY MI 48084

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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