

CITY COUNCIL MINUTES

October 14, 2024

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Conveyor Repair and Emergency Conveyor Repair Services

Resolution #2024-10-139-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with an option to renew for two (2) one-year terms to low bidder meeting specifications, *CCI Industrial Constructors of Brighton, MI*, to provide conveyor repair and emergency repair services on as needed basis, at the unit prices contained in the bid tabulation opened September 26, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting with the contract expiring September 30, 2027, not to exceed budgetary limitations.

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

PURCHASE/SERVICE CONTRACT

Ship To City of Troy
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To City of Troy
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

No: 2025-90000009
Date: 10/31/2024

FOB DESTINATION

Entered By: Andrew Chambliss

Vendor CCI INDUSTRIAL CONSTRUCTORS
7428 KENSINGTON ROAD
BRIGHTON, MI 48116

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
11/01/2024	10/31/2025	2 Times Annually	2024-10-13-J4A	2025-90000009	0.00

Conveyor Repair Services

Contract to furnish on an as needed basis Conveyor Repair and Emergency Conveyor Repair Services for the City of Troy for One-Year with Two (2) - One (1) Year Renewal Options, in accordance with the bid specifications of ITB-COT-24-20 at the hourly rates contained in the bid tabulation opened September 26, 2024, a copy of which is attached to this contract document.

If parts price lists are not available, a markup / markdown of 5% will be added or subtracted from your company's elected price structure which may be verified by invoices or your company's computer-generated parts list.

All repairs are desired within five (5) to seven (7) business days after Vendor has received the approval to perform repairs, based on the Vendors repair quote submitted to the City of Troy Representative.

City Representative: Mike Verstraete
Streets & Drains Operation Manager
249-524-3501

Payment Terms: Net 30

Approved By City Council on October 14, 2024. CC Resolution: 2024-10-13-J4A

Certificate of Insurance and Endorsement shall be on file for duration of contract.

Year ONE (1) of potential Three (3) year Contract.

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 - 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.
 - 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.
 - Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


Emily Fortner
Purchasing Manager

Vendor Name:	Commerical Construction Inc.; DBA CCI Industrial Constructors	Kimco USA Inc.
City:	Brighton, MI	Marshall, IL

PROPOSAL: TO PROVIDE CONVEYOR REPAIR AND EMERGENCY CONVEYOR REPAIR SERVICES INCLUDING ALL LABOR, TOOLS, PARTS, EQUIPMENT, CRANES ETC., AND TRANSPORTATION SERVICES TO THE CITY OF TROY

PROPOSAL A: CITY OF TROY CONVEYOR

1	Repair Service - Mechanical Hourly Rates - On-Site				
	Days	Times	Location	Rate/Man Hour	Rate/Man Hour
	Mon-Fri	7am-3pm	On-Site	\$105.89	\$145.00
	Mon-Fri	3pm-7am	On-Site	\$110.90	\$185.00
	Saturday	All Hours	On-Site	\$162.60	\$185.00
	Sunday	All Hours	On-Site	\$216.78	\$235.00
Total (Based on 1 Man Hour):				\$596.17	\$750.00
2	Repair Service - Field Service Mechanic with Service Truck Hourly Rates				
	Days	Times	Location	Rate/Man Hour	Rate/Man Hour
	Mon-Fri	7am-3pm	On-Site	\$137.89	\$160.00
	Mon-Fri	3pm-7am	On-Site	\$142.90	\$200.00
	Saturday	All Hours	On-Site	\$194.59	\$200.00
	Sunday	All Hours	On-Site	\$248.78	\$250.00
Total (Based on 1 Man Hour):				\$724.16	\$810.00
3	Repair Service - Mechanical Hourly Rates - Off-Site				
	Days	Times	Location	Rate/Man Hour	Rate/Man Hour
	Mon-Fri	7am-3pm	Off-Site	\$109.74	NO BID
	Mon-Fri	3pm-7am	Off-Site	\$114.93	
	Saturday	All Hours	Off-Site	\$169.10	
	Sunday	All Hours	Off-Site	\$225.45	
Total (Based on 1 Man Hour):				\$619.22	

Discount on Replacement Parts:		N/A	Not Specified
Parts Price Attached:		N/A	Not Specified
Markup/Markdown if Parts Price List unavailable:		5% markup	10% markdown
Can meet Repair Schedule:	Y or N	Y	Y
References:	Y or N	Y	N
Years of Experience:		25 Years	30 Years
Contact Name:		Gary Garcia	Blake Coffey
Daytime Phone #:		248-842-0569	800-788-1133
24-Hour Phone #:		248-842-0569	217-512-0157
Hours of Operation:		24 Hours	7:30-3:30 Central
Site Inspection:	Y or N	N	N
Insurance:	Y or N	Y	Y
Payment Terms:		Net 30	Net 30
Warranty:		3-year on Workmanship; Parts/Supplies - per vendor t/c's	1-Year
Exceptions:		None	400 mile drive time each way will be billed an hourly rate per man hour. Note: For every 5 man hours of conveyor repair labor on a single trip, 1 hr of drive time of labor would be waived, up to the amount of drive time.
All or None Award:	Y or N	N	Y
Acknowledgement:	Y or N	Y	1 of 3 Acknowledgements
Forms:	Y or N	Y	Y

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Mike Verstraete
 Andrew Chambliss
 Nellie Bert
 Bryan Pompa

Emily Frontera
 Purchasing Manager



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 24-20

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The undersigned proposes to PROVIDE CONVEYOR REPAIR AND EMERGENCY CONVEYOR REPAIR SERVICES INCLUDING ALL LABOR, TOOLS, PARTS, EQUIPMENT, CRANES ETC., AND TRANSPORTATION SERVICES TO THE CITY OF TROY FOR A ONE-YEAR PERIOD WITH TWO – ONE-(1) YEAR RENEWAL OPTIONS, in accordance with the attached specifications and drawings to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: CCI Industrial Constructors

PROPOSAL (A): CITY OF TROY CONVEYOR

1. Repair Service – Mechanical Hourly Rates

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ 105.89 /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ 110.90 /Hour Per Man
Saturday	All Hours	On-Site	\$ 162.60 /Hour Per Man
Sunday	All Hours	On-Site	\$ 216.78 /Hour Per Man

2. Repair Service – Field Service Mechanic with Service Truck Hourly Rates:

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ 137.89 /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ 142.90 /Hour Per Man
Saturday	All Hours	On-Site	\$ 194.59 /Hour Per Man
Sundays & Holidays	All Hours	On-Site	\$ 248.78 /Hour Per Man

3. Repair Service – Mechanical Hourly Rates

Days	Times	Location	Rate
Mon-Fri	7am-3pm	Off-Site	\$ 109.74 /Hour Per Man
Mon-Fri	3pm-7am	Off-Site	\$ 114.93 /Hour Per Man
Saturday	All Hours	Off-Site	\$ 169.10 /Hour Per Man
Sundays & Holidays	All Hours	Off-Site	\$ 225.45 /Hour Per Man

4. Replacement Parts Pricing

A discount of N/A % will be given on all parts. Parts Price List N/A ;
 Dated N/A will be used. Parts Price List attached and marked N/A for identification.

If parts price lists are not available, a markup / markdown of 5% markup will be added or subtracted from your company's elected price structure which may be verified by invoices or your company's computer-generated parts list.

NOTE: The vendor further declares that he/she has familiarized him/herself with the location of the conveyor at the Troy DPW Yard, and the conditions under which the conveyor must be serviced. Bidder acknowledges that he has carefully examined the specifications, which he understands and accepts as sufficient for the purpose of pump repair services.

REPAIRS

All repairs are desired within five (5) to seven (7) business days after Vendor has received the approval to perform repairs, based on the Vendors repair quote submitted to the City of Troy Representative.

- (X) We can meet the above repair schedule.
- () We cannot meet the above repair schedule, but offer the following:

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.

COMPANY:	DTE Energy		
ADDRESS:	3500 E. Front St	CITY: Monroe	ZIP: 48161
TELEPHONE:	734-384-7747	CONTACT: Danny Garcia	
EMAIL:	danny.garcia@dteenergy.com		
COMPANY:	Shhupan & Sons		
ADDRESS:	5631 Park Circle Drive	CITY: Kalamazoo	ZIP: 49001
TELEPHONE:	269-352-0599	CONTACT: Trent Harper	
EMAIL:	tharper@schupan.com		
COMPANY:	Spectrum Automation		
ADDRESS:	34447 Schoolcraft Rd	CITY: Livonia, MI	ZIP: 48150
TELEPHONE:	586-292-5404	CONTACT: John Largent	
EMAIL:	jslargent@aol.com		

DEFINITION OF HOURLY TIME CHARGES: Regular time charges are to be defined as any time between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday with the exception of the following Holidays: New Years Eve Day, New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Overtime will be defined as any other time not specified above.

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

COMPANY OVERVIEW: Vendor shall provide with bid proposal a company overview which includes the following information: Business description, services the company is capable of providing, list of conveyor manufacturers/types for which the vendor can provide services, list of vendor owned equipment to be used for conveyor repairs.

DOWNPAYMENTS AND PREPAYMENTS: Any proposal submitted which requires a down payment or prepayment for services prior to performance and acceptance as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

COMPANY NAME: CCI Industrial

VENDOR QUALIFICATIONS

Vendor must have a minimum of five (5) years of experience providing repair service for conveyors including Kimco Conveyors and components.

CCI Industrial _____ has 25 (#) years of repair experience working with this type of equipment.
(Company Name)

WARRANTY: The successful bidder's repair work shall be warranted against defect in material and or workmanship for a period of three (3) years from date of repair.

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

CONTACT INFORMATION: The contractor will provide a daytime phone number and contact person, and a 24-hour phone number and contact person, along with hours of operation.

Daytime phone number Gary Garcia Contact Name: 2448-842-0569

24-hour phone number Gary Garcia Contact Name: 248-842-0569

Hours of operation: 24hrs

SITE INSPECTION: All bidders *should* examine the conveyor to determine the amount of work to be done in accordance with the work specified. If a bidder does not inspect the conveyor that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Mike Verstraete, Streets Operations Manager, 248-524-3401 to schedule an appointment.

Our company inspected the conveyor. Inspection Date: _____

Our company did not inspect the conveyor.

PURCHASE ORDER: The purchase order(s) issued from the City of Troy will create a bilateral contract between the parties, and commit the successful bidder(s) to perform the contract in accordance with specifications.

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. 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.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder(s) and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found, to the satisfaction of the designated City representative.

DELIVERY: All items are to be F.O.B. delivered, freight paid, to various City of Troy locations as specified in the Scope of Work.

COMPANY NAME: CCI Industrial

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.

WARRANTY: Bid responses shall include a detailed description of warranties offered conjunction with the work performed under the contract to be awarded.

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

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

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

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

COMPANY NAME: CCI Industrial

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.

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: CCI Industrial

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award; whichever comes first, except for the successful bidder(s) whose prices shall remain firm in accordance with the bid specifications. The contract period shall commence on the date of award or November 1, 2024, whichever is later and expire one calendar year later with an option to renew for two (2) additional one-year periods based upon mutual consent of both parties within ninety (90) days of contract termination. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City can accept an increase for labor rates based on the Consumer Price Index (CPI) for the Detroit/Ann Arbor area.

Parts prices shall be in accordance with the manufacturer's current price list or the company's current computer-generated price list and firm discount quoted. The City of Troy requests firm prices for one-year. A new price list maybe submitted annually for review by the designated City representative after this period. Any price list changes will require 30 days notice. The City will have the option of accepting the new price list, or canceling the purchase order and re-bidding the contract. Parts lists will be required to be on file at the offices of the City of Troy; or if a parts list is not available, the manufacturer's invoiced price with a markup or markdown may be used. Verification of the invoiced price may be required by the City of Troy at the City's discretion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Gary Garcia - Vice President

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 2939287

COMPANY NAME: Commerical Constructiomn Inc. DBA CCI Industrial Constructors

ADDRESS 7428 Kensington Rd CITY Brighton STATE MI ZIP 48165

PHONE NUMBER 248-685-3263 FAX NUMBER _____

REPRESENTATIVE'S NAME Gary Garcia

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print) Gary Garcia

PAYMENT TERMS: Net 30 WARRANTY: 3 year- on workmanship

E-MAIL: gary.garcia@ccigroupsus.com parts/supplies - per vendor t/c's

EXCEPTIONS:

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

Check this box if your bid is not to be broken up by item and based on an all or none award.

ACKNOWLEDGEMENT:

I, Gary Garcia, certify that I have read the **Instructions to Bidders** (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Gary Garcia

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 at no cost to the City.

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

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



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 Gary Garcia, bearing the office title of Vice President, 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:

Gary Garcia _____



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Gary Garcia

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

is Vice President. 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.

Gary Garcia

SIGNATURE OF PERSON SUBMITTING BID

Theresa Jones-Bradner

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 26th day of September, 2024 in and for _____
Livingston County.

My commission expires:

5/7/2028

THERESA JONES-BRADNER
Notary Public, State of Michigan
County of Livingston
My Commission Expires 05-07-2028
Acting in the County of _____



**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.

CCI Industrial Constructors

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

Gary Garcia - Vice President

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

Gary Garcia

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	<i>Commerical Construction Inc. DBA CCI Industrial Constructors</i>
Street Address	<i>7428 Kensington Rd.</i>
City	<i>Brighton</i>
State, Zip	<i>MI 48116</i>
Corporate I.D. Number/State	<i>800383396</i>
Taxpayer I.D. #	<i>38 2939287</i>

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent: *Gary Garcia*

Witness Signature: *Theresa Jones Bradner*

Printed Name of Witness: *Theresa Jones Bradner*



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

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

List any Familial Relationships:

BIDDER:
CCI Industrial

By: Gary Garcia

Its: GG

STATE OF MICHIGAN)

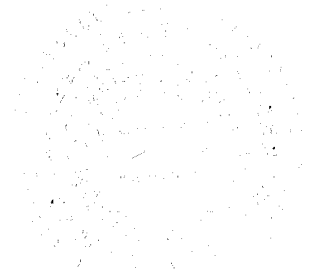
)ss.

COUNTY OF Livingston)

This instrument was acknowledged before me on the 26 day of Sept, 2024, by

Theresa Jones-Bradner

THERESA JONES-BRADNER
Notary Public, State of Michigan
County of Livingston
My Commission Expires 05-07-2028
Acting in the County of Livingston



**KIMCO USA PORTABLE CONVEYOR
MODEL KC 3065SSD
(With 304 Stainless Steel Undercarriage)**

GENERAL:

- Length: - 65 feet (Center of Head Roller to Center of Tail Roller)
Width: - 30 inch (Belt Width)
Conveyor Capacity: - 360 TPH (based on salt at 70 lbs. per cubic ft. and 32 degree angle of repose)
Maximum Transport Height: - 13 feet 6 inches
Maximum Transport Length: - 70 feet
Maximum Transport Speed: - Safe up to 50 MPH
Operating Height: - Adjustable up to 35 feet
Slider Pad: - 1" UHMW in lieu of rollers
Return Idlers: - Pobco (PVC) with stainless steel shaft
- Length - 32" x diameter - 2⁷/₈"

CONVEYOR CONSTRUCTION:

- Conveyor Sides and Bracing: - 10 gauge 304 stainless steel bracing
- 2" x 2" x ¼" angle cord and 1½" x 1-1/2" x 3/16" webbing in 304 stainless steel
Undertruss: - 2" x 6" x ¼" 304 stainless steel formed angle web support with ¼" plate reinforcement for hydraulic cylinder support
Dust Covers: - 18 gauge 304 stainless steel
Deflector: - 10 gauge 304 stainless steel
- ½" x 1" 304 stainless steel adjusting handle with multiple settings
- 5/32" dual stainless steel cables
- Deflector Fins
Hitch: - 2" x 6" x ¼" 304 stainless steel rectangular tube hitch frame



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118 Bas Trtz Drive

Marshall, W. 62441

- 3" I.D. Pintle Eye Hitch (4,500 lbs. maximum vertical tongue weight, 22,000 lbs. maximum gross tongue weight)

DRIVE SYSTEM:

- Belt Speed:
 - 900 - 1000 FPM (as required to cast salt 12-14 feet Beyond discharge point)
- Power Source:
 - John Deere Tier 3 Electronical Diesel Power Unit (PE4045TF285), 99 HP at 2400 RPM; 87HP at 1800 RPM
 - PTO Clutch
 - HTD Style Sheaves and Drive Belt
 - 304 stainless steel motor mount and tank mount with a 24 gallon 10 gauge 304 stainless steel hydraulic tank and a 24 gallon 10 gauge 304 stainless steel diesel fuel tank
 - 304 stainless steel HTD belt guard
 - 304 stainless steel motor hood with a protective front rubber flap (includes 304 stainless steel mount plate, nuts, and bolts)
 - 304 stainless steel control panel enclosure (control panel includes tachometer, oil pressure, emergency stop, hour meter, and other pertinent gauges)
- Drive Roller:
 - Vulcanized rubber lagging, 14" diameter x 32"
 - Shaft size 1 ¹⁵/₁₆"
 - 1 ¹⁵/₁₆" Pillow Block Bearing
- Tail Roller:
 - 8" diameter x 32" Wing Roller
 - Shaft size 1-15/16"
 - 1-15/16" Four Bolt Bearing

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118 East Trefz Drive

Marshall, IL 62441

- Head Roller:
- 8" diameter x 32" Wing Roller
 - Shaft size 1-15/16"
 - 1-15/16" Four Bolt Bearing
- Belt Tracking Roller:
- 6" Diameter x 32" Steel-smooth face roller
 - Shaft size 1-7/16"
 - 1-7/16" Pillow Block Bearing
- Take-up Roller:
- 8" Diameter x 32" Wing Roller
 - Shaft size 1-15/16"
 - 1-15/16" Take-up Bearing

BELTING:

- Width:
- 30" Minimum
- Type:
- PVC 200# Crescent Top
- Splice:
- #3 stainless steel laced

CHARGE HOPPER:

- Type:
- 10 gauge 304 stainless steel
42" W x 32" L x 30" H

UNDERCARRIAGE REQUIREMENTS:

- Undercarriage:
- 3" x 6" x 3/16" 304 stainless steel tube (upper arms)
 - 3" x 6" x 3/16" 304 stainless steel tube (lower arms)
 - 5" x 5" x 1/4" 304 stainless steel tube (cylinder mount)
- Axle:
- 10,000 lb. wrapped in 304 stainless steel
- Tires:
- 215/75R - 17.5 (4,500# radial tires)
- Wheels:
- 17.5 x 6.75 - 8-stud, heavy-duty conventional 6,200# steel wheels
- Wheel Nuts:
- 5/8" - #18 Flange nut

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118 East Trefz Drive

Marshall, IL 62441

- Hydraulic Lifting System:
- Vertical hydraulic telescopic 4-stage cylinder 135" stroke, Nitride Coating for corrosion resistance, with safety relief valve (adjustable to heights 13' 6" - 32.5'), hydraulic requirements of 2000 PSI / 20 GPM.
- Hydraulic Lift Kit:
- 20 GPM Hydraulic pump
 - Stainless Steel 23 Gallon Reservoir Tank with external hydraulic oil filter
 - 3-way single-lever hydraulic control for hydraulic cylinder
 - Connectors and hoses
- Safety Chains:
- Dual safety chains to lock into operating position
 - $\frac{3}{8}$ " alloy steel chain, $\frac{1}{2}$ " stainless steel aircraft cable, Crosby alloy safety shackles and hooks (operating support chains and cables for conveyor)
 - Dual $\frac{3}{8}$ " alloy steel chain (for tow chains)
- Lift Jack:
- 2 - Heavy-duty 10,000# dropleg jack
 - 2 - Dual 12" (4.10/6) diameter 1,350# swivel wheel and tires
- Grease Tubes:
- Stainless Steel grease tubes for head roller (for easy access from ground)
- Guards:
- (2) 10 gauge 304 stainless steel drive roller guards
 - (2) 10 gauge 304 stainless steel take-up roller guards
 - (2) 10 gauge 304 stainless steel transition guards
 - (1) 10 gauge 304 stainless steel tail roller guard with # 9, 3/4", flattened 304 stainless steel expanded metal
 - (1) 16 gauge HTD belt guard with # 9, 3/4", flattened 304 stainless steel expanded metal viewing portals
- Electrical Lighting:
- 7 pin trailer type connector
 - 4 LED stop-turn-tail lights

Sole Property of KIMCO USA, INC.

Manufacturing/Marketing & Sales Experts

THIS CERTIFIES THAT

Commercial Construction Incorporated

dba CCI Industrial Constructors



* Nationally certified by the: **MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 237310; 238120; 238290

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/31/2024

Issued Date

MI01456

Certificate Number

A handwritten signature in black ink, appearing to read "Ying", is positioned above the name and title of the signatory.

Ying McGuire
NMSDC CEO and President

09/01/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Michelle Sourie Robinson", is positioned above the name and title of the signatory.

Michelle Sourie Robinson, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

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* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: October 3, 2024

To: Frank A Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
 Kyle Vieth, Controller
 Kurt Bovensiepe, Public Works Director
 Mike Verstraete, Street and Drains Operations Manager
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Conveyor Repair and Emergency Conveyor Repair Services

History

- The Streets and Drains Division provides snow and ice maintenance to a network of 364 miles of Local, Major, and County roads in the city.
- The City of Troy uses an average of 7,000 tons of salt annually. To secure a better rate per ton of salt and ensure the city has an established inventory; most of the salt is purchased before the winter season. The salt is stored in a large dome at the Department of Public Works. The salt dome has an 8,500-ton capacity
- Loading the salt with the conveyor is the safest and most effective way to load the dome to ensure maximum capacity.
- The conveyor was purchased in 2013 and requires repairs to operate and work efficiently to allow full storage of salt inside the dome when orders are received.

Purchasing

- On September 26, 2024 a bid opening was conducted as required by the City Charter/Code for Conveyor Repair and Emergency Conveyor Repair Services for one (1) year with two (2) one-year renewals.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Five hundred forty-two (542) vendors were notified via the MITN website. Two (2) bids were received. Below is a detail summary of the vendor responses.

Companies notified via MITN	542	<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	15	
Troy Companies - Active email Notification	15	
Troy Companies - Active Free	0	
Companies that viewed the bid	23	
Troy Companies that viewed the bid	0	



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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- After review of the bid responses, *CCI Industrial Constructors of Brighton, MI* was low bidder meeting specifications and is being recommended for award.
- The awarded company for conveyor repair services will be called upon on an as needed basis, to perform maintenance and repairs to the salt conveyor in a timely fashion and at fixed costs.

Financial

- Funds are budgeted and available in the Major and Local Street Funds for Snow & Ice Control for the 2025 Fiscal Year. Expenditures will be split between account numbers 202.449.478.774.115 and 203.449.498.774.115.

Recommendation

City Management recommends awarding a contract to provide conveyor repair and emergency repair services on as needed basis for one (1) year with an option to renew for two (2) one-year terms to the low bidder meeting specifications, *CCI Industrial Constructors of Brighton, MI* at unit prices contained in the bid tabulation opened September 26, 2024; not to exceed budgetary limitations.

Vendor Name:	Commerical Construction Inc.; DBA CCI Industrial Constructors	Kimco USA Inc.
City:	Brighton, MI	Marshall, IL

PROPOSAL: TO PROVIDE CONVEYOR REPAIR AND EMERGENCY CONVEYOR REPAIR SERVICES INCLUDING ALL LABOR, TOOLS, PARTS, EQUIPMENT, CRANES ETC., AND TRANSPORTATION SERVICES TO THE CITY OF TROY

PROPOSAL A: CITY OF TROY CONVEYOR

1	Repair Service - Mechanical Hourly Rates - On-Site				
	Days	Times	Location	Rate/Man Hour	Rate/Man Hour
	Mon-Fri	7am-3pm	On-Site	\$105.89	\$145.00
	Mon-Fri	3pm-7am	On-Site	\$110.90	\$185.00
	Saturday	All Hours	On-Site	\$162.60	\$185.00
	Sunday	All Hours	On-Site	\$216.78	\$235.00

2	Repair Service - Field Service Mechanic with Service Truck Hourly Rates				
	Days	Times	Location	Rate/Man Hour	Rate/Man Hour
	Mon-Fri	7am-3pm	On-Site	\$137.89	\$160.00
	Mon-Fri	3pm-7am	On-Site	\$142.90	\$200.00
	Saturday	All Hours	On-Site	\$194.59	\$200.00
	Sunday	All Hours	On-Site	\$248.78	\$250.00

3	Repair Service - Mechanical Hourly Rates - Off-Site				
	Days	Times	Location	Rate/Man Hour	Rate/Man Hour
	Mon-Fri	7am-3pm	Off-Site	\$109.74	NO BID
	Mon-Fri	3pm-7am	Off-Site	\$114.93	
	Saturday	All Hours	Off-Site	\$169.10	
Sunday	All Hours	Off-Site	\$225.45		

4	Replacement Parts Pricing		
	Discount off price list:	N/A	Not Specified
	Price List No.:	N/A	Not Specified
	Markup/Markdown	5% Markup	10% Markdown

Can meet Repair Schedule:	Y or N	Y	Y	
References:	Y or N	Y	N	
Years of Experience:		25 Years	30 Years	
Contact Name:		Gary Garcia	Blake Coffey	
Daytime Phone #:		248-842-0569	800-788-1133	
24-Hour Phone #:		248-842-0569	217-512-0157	
Hours of Operation:		24 Hours	7:30-3:30 Central	
Site Inspection:	Y or N	N	N	
Insurance:	Y or N	Y	Y	
Payment Terms:		Net 30	Net 30	
Warranty:		3-year on Workmanship; Parts/Supplies - per vendor t/c's	1-Year	
Exceptions:		None	400 mile drive time each way will be billed an hourly rate per man hour. Note: For every 5 man hours of conveyor repair labor on a single trip, 1 hr of drive time of labor would be waived, up to the amount of drive time.	
All or None Award:	Y or N	N		Y
Acknowledgement:	Y or N	Y		1 of 3 Acknowledgements
Forms:	Y or N	Y		Y

Award to Low Bidder Meeting Specifications

Attest:
 (*Bid Opening conducted via a Zoom Meeting)

Mike Verstraete
 Andrew Chambliss
 Nellie Bert
 Bryan Pompa

Emily Frontera
 Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2024

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 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 VTC Insurance Group 37000 Grand River Ave Ste 150 Farmington Hills MI 48335	CONTACT NAME: Karen Salamon
	PHONE (A/C, No, Ext): (248) 471-0970 FAX (A/C, No): (248) 471-0641
	E-MAIL ADDRESS: ksalamon@vtcins.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A: Transportation Insurance Co. 20494
	INSURER B: Continental Casualty Co 20443
	INSURER C: Continental Insurance Co. 035289
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 24-25 Master 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	X	Y	7092033986	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							Per Project Aggregate \$ 2,000,000
OTHER:							
B	AUTOMOBILE LIABILITY	X	Y	7092033938	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist combined slr \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7092033969	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	7092034006	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Inland Marine			7092356533	6/1/2024	6/1/2025	Riggers Liability \$ 1,000,000
							Leased/Rented Equipment \$ 580,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Conveyor Repair Services Contract Where required by written contract, The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will

CERTIFICATE HOLDER Jackie.Ahlstrom@troy.mi.gov City of Troy Attn: 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 Alan Chandler/KSALAM <i>Alan P. Chandler</i>
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COMMENTS/REMARKS

endeavor to mail 30 days written notice of cancellation to the certificate holde.

**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSUREDS**

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, or 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

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.

E. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, 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 part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. 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.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

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.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

H. Trade Show Event Lessors

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

5002000867092033982202





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



b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, liability company or joint venture; or
(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply

Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by resulting from:

- (1) fire;
(2) smoke;
(3) collapse; or
(4) explosion.

I. Damage to Your Work

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

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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**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** 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 license agreement
 - . 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

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TRANSPORTATION INSURANCE COMPANY

Insured Name: COMMERCIAL CONSTRUCTION INCORPORATED

Policy No: 7092033986

Endorsement No: 4

Effective Date: 06/01/2024



Contractors' General Liability Exten Endo ment

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

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

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

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

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 all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to DEFINITIONS:

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

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

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

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

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

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**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.



- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or tim es, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the tim e first act, error, or omission that is part of the **occurrence**; and

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

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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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 government 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. Param

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



(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

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

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program** such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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**Contractors' General Liability Extension Endorsement****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 **in** **equipment** **used** 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.



B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to prem hile rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the m e Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to 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. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the m e Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000

The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

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**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

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:



This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room ling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachm an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

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

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph 2 replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such paym ill not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** tha esults om the use of elevators.

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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 **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



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

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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.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

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

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(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.

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**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7 92034006

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