Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Troy Downtown Development Authority Banner Installation and Handling

Resolution #2025-08-107-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with an option to renew for five (5) additional one-year periods for Troy Downtown Development Authority Banner Installation and Handling to the sole bidder meeting specifications, *Banner Sign Co.* of *Detroit, MI* for an estimated annual cost of \$46,582.20 in year one and \$47,979.68 in year two plus replacement and repairs costs as needed at unit prices contained in the bid tabulation opened July 24, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2032.

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

PURCHASE ORDER

CITY OF TROY **Building Operations** 500 W BIG BEAVER RD TROY. MI 48084

CITY OF TROY **Building Operations** 4693 ROCHESTER ROAD TROY. MI 48085

No. 2026-00000258 **DATE:** 08/21/2025 **PAGE:** 1 of 1 **FOB DESTINATION**

COUNCIL RESOLUTION 2025-08-107-J-4a

VENDOR NO. 109893

BANNER SIGN COMPANY 6538 RUSSELL ST DETROIT, MI 48211

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

		QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED					
QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST			
4 1	Each Lump Sum	DDA Seasonal Banner Installation/Handling - Year 1 of 2 Replacement and Repair for Banners as needed	11,645.5500 2,000.0000	\$46,582.20 \$2,000.00			
Special Instru	uctions:	Entered By: Nellie Bert		\$48,582.20			

CITY COUNCIL AWARD DATE:8-11-2025. Contract for Banner Installation and Handling in accordance with the specifications and completion date of ITB-COT 25-19. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

TERMS & CONDITIONS

- 1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- 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 codefendant 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. Alle a Serf

Opening Date - 07/24/2025 Reviewed Date - 07/24/2025

CITY OF TROY **BID TABULATION** STREET BANNER INSTALLATION

ITB-COT 25-19 Page 1 of 1

	Banner Sign Co.				
	Detroit, MI				
Proposal: To provide two (2) year requirements for STREET BANNER INSTALLATION AND MAINTENANCE SERVICES FOR THE CITY OF TROY with an option to renew for five (5) annual one (1) year renewals					
DDA Street Banners: Provide all labor, materials, tools for the installation, removal, storage and maintenance of banners. Installation shall include approximately 160 rotational banners along the corridor four (4) times per year Banners are approximately 72 inches tall by 30 inches wide and installed on standard 30-foot streetlight poles. Cost of installation must include the annual cost of storage and cleaning. Total number of banners will not exceed 800.					
Season		Year 1	Year 2		
Spring – March 31 (Quantity 160)		\$11,645.55	\$11,994.92		
Summer – July 1 (Quantity 160)		\$11,645.55	\$11,994.92		
Fall – September 20 (Quantity 160)		\$11,645.55	\$11,994.92		
Winter – December 7 (Quantity 160)		\$11,645.55	\$11,994.92		
TOTAL:		\$46,582.20*	\$47,979.68*		
GRAND TOTAL (YEARS 1 & 2)		\$94,5	61.88		
		* Includes MDOT Stationary Lane City of			
Replacement & Repair: Provide stitching, hem, and gror beyond repair for potential replacement.	nmet repair fo	or all banners as needed. Rep	ort any banners deemed		
Cost of Seam Repairs:		\$25.00 per F	Pole Pocket		
Cost of Grommet Repairs:		\$10.00			
Markup on all Banner replacements:		N/A			
Cost of Banner Replacement:		\$95.00 (Art provided by City of Troy)			
Cost of Installation for Special Event/Occasion	\$11,645.55 Year 1; \$11,884.92 Year 2				
Can meet designated repair schedule:	Y or N	Υ	,		
Minimum of five (5) years experience:	Y or N	100+ Years	Experience		
Provided Contact Information:	Y or N	Υ	,		
References:	Y or N	Y	,		
Insurance:	Y or N	Y	,		
% prices listed will increase annually:		39	%		
Payment Terms:		N.30	Days		
Warranty:		No	ne		
Exceptions:		No	ne		
Acknowledgement:	Y or N	Print Signatures			
Forms:	sclosure Notary Incomplete				
ATTEST:					

(*Bid Opening conducted via a Zoom Meeting)

Joe Lagarde
Andrew Chambliss Nellie Bert Dina Gates

Emily Frontera Purchasing Manager



CITY OF TROY BID PROPOSAL

ITB-COT 25-19

Page 1 of 7

The undersigned proposes to two (2) year requirements for STREET BANNER INSTALLATION AND MAINTENANCE SERVICES FOR THE CITY OF TROY with an option to renew for five (5) annual one (1) year renewals, in accordance with the attached specifications to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Banner Sign Co.

DDA Street Banners: Provide all labor, materials, tools for the installation, removal, storage and maintenance of banners. Installation shall include approximately **160 rotational banners along** the corridor **four (4) times per year**.. Banners are approximately **72 inches tall by 30 inches wide** and installed on standard 30-foot streetlight poles. **Cost of installation must include the annual cost of storage and cleaning. Total number of banners will not exceed 800**.

Season:	Year 1	Year 2		
Spring – March 31 (Quantity 160)	\$ 11,645.55 *	\$ 11,994.92 *		
Summer – July 1 (Quantity 160)	\$ 11,645.55 *	\$ 11,994.92 *		
Fall – September 20 (Quantity 160)	\$ 11,645.55 *	\$ 11,994.92 *		
Winter – December 7 (Quantity 160)	\$ 11,645.55 *	\$ 11,994.92 *		
TOTAL	\$ 46,582.20 *	47,979.67 *		
94,561.87 GRAND TOTAL (YEARS 1 + 2) \$				

^{*} Includes MDOT Stationary Lane Closure (TA-33). ROW Permit by City of Troy

Installation shall be completed no later than the date listed above as indicated per season. Additional time may be granted only when approved by the City of Troy in writing.

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

ADDITIONAL INFORMATION: For questions about the specifications, please email Dennis Trantham, at Dennis.Trantham@troymi.gov

DESIGNATED CITY REPRESENTATIVE:

Dennis Trantham, Deputy Publics Work Director at (248) 524-3503 (<u>Dennis.Trantham@troymi.gov</u>) is the designated City Representative for this project.

Bid Proposal
Street Banner Installation and Maintenance Services
Page 2 of 7

Rep	lace	<u>ment</u>	&	Rep	<u>air:</u>

bid which has only minor deviations.

deemed beyond repair for potential replacement.
Cost of Seam Repairs: \$25.00 Per Pole Pocket
Cost of Grommet Repairs: \$10.00
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:
Replacement: Replacement should be recommended if a banner is beyond repair. Vendor is to provide the damaged banner when recommending a replacement to the City. Lost banners are to be replaced by the vendor at their cost. A markup of% will be given on all Banner replacements.
Cost of Banner Replacement:\$95.00 (Art provided by City of Troy)
Additional Banner Installations: The City of Troy may acknowledge a special event or occasion that requires additional Banner installations during the calendar year. The estimated quantity would be 160 banners Cost of installation must include the annual cost of storage and cleaning. \$11,645.55 Year 1 \$11,884.92 Year 2
SITE INSPECTION: All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.
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

COMPANY OVERVIEW: Vendor shall provide with bid proposal a company overview which includes the following information: Background, qualifications, and experience with similar municipal banner programs.

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

COMPANY NAME:	Banner Sign Company	
COMPANY NAME: _.	Barrier Orgin Company	

Bid Proposal Street Banner Installation and Maintenance Services Page 3 of 7

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.

VENDOR QUALIFICATIONS

Vendor must have a minimum of five (5) years of experience of full-service banner manage	ement for streetlight
banners.	

Banner Sign Co.	has	100	(#) years of experience of full-service banner managemen
(Company Name)			

WARRANTY: The successful bidder's replacement banners shall be warranted against defect in material, workmanship and fading for a minimum period of one (1) year from date of repair. Bid responses shall include a detailed description of warranties offered conjunction with the work performed under the contract to be awarded.

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 INFORMA	TION: The contractor will	provide a daytime լ	phone number and contact			
person along with hours of operation.						
Daytime phone number _	313.758.6737	Contact Name: _	Nicholas Piach			
Hours of operation: 8am - :30 PM M-F (Closed weekends and holidays)						

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.

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.

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:	City Of Southfield
ADDRESS:	26000 Evergreen CITY: Southfield ZIP: 48037-2055
TELEPHONE:	(248) 796-4154 CONTACT: Terry Croad
EMAIL:	tcroad@cityofsouthfield.com
COMPANY:	City of St Clair Shores
ADDRESS:	27600 Jefferson Ave CITY: St. Clair Shores ZIP: 48081
TELEPHONE:	586-447-3350 CONTACT: Liz Koto
EMAIL:	liz@scsmi.net
COMPANY:	Olympia Entertainment: Detroit Tigers, Red Wings, District Detroit
ADDRESS:	
TELEPHONE:	313.471.6632 CONTACT:Randy Lippe
EMAIL:	randy.lippe@olydev.com

^{*} See Additional Below

VENDOR ASSESSMENT PROGRAM:

The City of Troy reserves the right to evaluate and assess the performance of the awarded vendor(s) periodically throughout the progress of the project and contract. The evaluation will be conducted with the vendor during a meeting where the elements of the evaluation will be discussed providing the vendor an opportunity to review the scores and provide feedback to the City of Troy. The vendor's performance assessment information may be used by the City of Troy to help evaluate the vendor's capabilities to perform other work for the City in the future.

Wayne County Airport Authority
Matt Morawski, C.M.

Director, Communications & External Affairs

Office: 734-942-3564 | Mobile: 734-890-1150 | Media Line: 734-247-7379

Address: 11050 Rogell Dr., Bldg. 602, Detroit, MI 48242

Matt.Morawski@wcaa.us

COMPANY NAME:	Banner Sgn Co.	

Bid Proposal Street Banner Installation and Maintenance Services Page 5 of 7

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.

(x) We can meet the specified insurance requirements.

() We cannot meet the specified insurance requirements.	
() We do not carry the specified limits but can obtain the additional insurance covera \$, at the cost of \$ NOTE: Please note the amendments on a sample insurance certificate and attacyour bid proposal.	
Our proposal is reduced by \$ if we lower the requirement to \$ NOTE: Please note the amendments on a sample insurance certificate and attacyour bid proposal.	h it to
IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as required endorsements <u>SHALL</u> be attached to the proposal document at the time of submis proposal to the MITN website.	

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

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

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

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

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

COMPANY NAME:	D0:0-	
	Banner Sign Co	

Bid Proposal Street Banner Installation and Maintenance Services Page 6 of 7

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.

Banner Sign Co		
		_
_	Banner Sign Co	Banner Sign Co

Bid Proposal Street Banner Installation and Maintenance Services Page 7 of 7

SIGNATURE PAGE

PRICES: Prices shall remain firm for 90 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period. The contract shall commence on the date of award and expire June 30, 2027.

The contract contains an option to renew for five (5) annual one-year renewals through mutual consent, within 90 days of contract termination based upon the same terms, and conditions. The City can accept an increase at the beginning of each renewal option, please indicate below your percentage of increase for the additional five (5) annual one (1) year renewals.

3 % (not to exceed 3% or the Detroit/Ann Arbor CPI*) at the Prices listed herein will increase beginning of each annual one (1)-year renewal period. *The City can accept an increase in labor rates if at the beginning of each option year, the increase requested does not exceed the difference between the Consumer Price Index (CPI) for the Detroit/ Ann Arbor area for July of the current contract year and the base year of July 2025. Nicholas Piach SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 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. 38-1996376 TAX ID#: COMPANY NAME: Banner Sign Co Detroit STATE MI 48211 ADDRESS 6538 Russell Street CITY 313.758.6737 PHONE NUMBER **FAX NUMBER** Nicholas Piach REPRESENTATIVE'S NAME Nicholas Piach SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: N.30 Days PAYMENT TERMS: None WARRANTY: E-MAIL: nick@bannersignco.com **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: **ACKNOWLEDGEMENT:** Nicholas Piach , 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.

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.

Nicholas Piach

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

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two: MI A corporation duly organized and doing business under the laws of the State of for whom Nicholas Piach, bearing the office title of Owner, 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:



<u>Proposer's Sworn and Notarized Familial Disclosure</u> (to be provided by the Proposer)

The undersigned, the owner or author pursuant to the familial disclosure requand warrant, except as provided below employees of City of Troy	uirement v, that no	provided familial	in the R relationsl	eques nips ex	for Proposal, hereby represent
City of Troy management.		and	any men	ibel oi	the City of Troy City Council of
<u>List any Familial Relationships:</u>	None				
				BIDD	DER:
				By:	Banner Sign Co
				Its: _	Owner
STATE OF MICHIGAN)				
)ss.			
COUNTY OFWayne)				
This instrument was acknowledged be	efore me	on the _	21 _{day}	of	, 2025, by
Notary Public - State of Michigan County of Wayne My Commission Expires Sep 8, 2029 Acting in the County of			×		



CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Nicholas Piach	, being duly sworn deposed, says that he/she
(Print Full Name)	
	arty making the foregoing proposal or bid,
(State Official Capacity in Firm)	
directly or indirectly, with any bidder or person, to put in manner directly or indirectly sought by agreement or co- fix the bid price or affiant or any other bidder, or to fix a	at said bidder has not colluded, conspired, connived, or agree, in a sham bid or to refrain from bidding and has not in any collusion, or communication or conference, with any person to any overhead, profit, or cost element of said bid price, or that it the City of Troy or any person interested in the proposed cosal or bid are true.
Nicholas Piach	
SIGNATURE OF PERSON SUBMITTING BID	
Jennifer Shoenborn NOTARY'S SIGNATURE	
(21	day of, 20 <u>25</u> in and for
My commission expires:	
09/08/29	
JENNIFER SCHOENBORN Notary Public - State of Michigan County of Wayne My Commission Expires Sep. 8, 2029	



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.

[x] I am able to certify to the above statements.

Banner Sign Co

Name of Agency/Company/Firm (Please Print)

Nicholas Piach

Name and title of authorized representative (Please Print)

Nicholas Piach

Signature of authorized representative Date 07/21/25

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

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



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	Banner Sign Co
Street Address	6538 Russell Street
City	Detroit
State, Zip	MI, 34211
Corporate I.D. Number/State	38-1996376
Taxpayer I.D. #	38-1996375

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.

Printed Name of Witness:	Jennife	Shoenborn
Witness Signature:	Jennifer Sho	enborn
Printed Name of Vendor's Aut	horized Agent:	Nicholas Piach
Signature of Vendor's Authoriz	zed Agent.	Nicholas Plach

Welcome



A Century of Connecting People to Place



Friday, September 13th, 2024



Liebo Giordano is born. He will be the second eldest of 8 sons. He will survive scarlet/rheumatic fever and is not expected to live past the age of 21, defied by living to 79. His Mom, Crocifisa Torregrossa Giordano, immigrated from Italy and became Gertrude when she got to Ellis Island!! Michigan Central Station Opens



1924

Liebo gets his first job at Banner Sign Co. He has some proficiency for art but is ultimately hired as shop helper. As legend has it (Al Grand) the original owners name was Mr. Smith and the shop was located on Fenkell. Model T cars are rolling off the assembly line in Highland Park



Early 30s

Fond memories (Lois LaFond - Lees daughter). Walt Disney put out a call for young artists to draw the "most ferocious animal." My Dad drew a mouse, and won the contest! He only had to get out to California to be able to study with Walt Disney. He had no money, so he and a buddy hopped trains and got as far as Chicago, when the buddy apparently got a little frightened and decided to go back home to Detroit. My Dad didn't want to go on alone, so he went back too. I always used to say how different life would have been for him... and my sister and I probably wouldn't be here. Isn't life funny!



Mid 30s

While the Counrty is seeped in the great depression, Liebo is working for Banner Sign during the day, while pursuing various other business interests including a pool hall on Log Cabin & Fenkell (1936). He marries Annie Tomichat 25 years of age (1938). The couple lived at 15357 14th St. then moved to 15351 14th St.







By age 32 Liebo has assumed ownership of Banner Sign and has moved the operation into their garage at 16184 Mark Twain. Liebo's wife is the bookeeper and face of the enterprise leaving Liebo to excel in sign-making of all kinds: gold leaf, neon, hand silkscreen, billboards, showcards, caricatures, and eventually calligraphy. During this period the couple has two daughters JoAnn 1941 and Lois 1945. Like most Italians, Liebo Giordano felt discrimination. That, plus the challenge of the pronunciation of his name, made him change his name to Liebo "Lee" Jordan. He was proud to be an American, and had a growing appreciation of his Italian heritage throughout his later life. Detroit Tigers win The Worls Series





1949

Banner Sign moves to a commercial building on Fenkell & Dexter







The 50s

Banner Sign has moved to Fenkell and Cruse. Liebo expands his business intrests to include a Bowling Alley / Bar "The Ritz". One of his big sign customers was the Olympia Stadium. He did all of their signs, especially for the Red Wings and the Ice Capades.









The 60s

Through his career, Liebo collaborated with his brothers Ernie and Joe on many sign projects. Today, Ernie's Daughter Francie Giordano Baldino carries on the family tradition with her own sign shop. Jordano Graphics & Signs. 1963 Detroit Walk to Freedon, Nick Piach is born















Banner Sign has moved to 7 Mile and Southfield. Construction begins at the Renaissance Center







1972

Joe Piach and Bob Edmunds purchase Banner Sign from Lee. The terms of the deal are "6% of the bank deposits for 5 Years". There is no written contract but all goes as planned. Lee always referred to Banner Signs as "the oldest sign shop in the city of Detroit," and the only one that was sold". Joe and Bob inheret "Ozzy" (Avades Avadesian) and (Donna Szopjak). Liebo's friend and secretary respectively.





Banner Sign is incorporated in the State of Michigan and the company gets it's first logo





1979-1983

Bob Edmunds unexpectedly passes away. At the time, the two are considering life insurance policies and Bob votes against them on the grounds that "He is too busy to die". At the funeral, Joe inserts a lettering quill in the pocket of Bob's jacket. Joe acquires Bobs share of the business and becomes sole owner in 1983





The early 80s

With Bob's passing, Joe needs to suppliment the sign painting capacity. He contracts work to legendary tradesmen; Al Grand, Charles Foster and Marvin Berg. Joe looks to replace Bob with an apprentice sign painter. He has a good run with Tim Foster who is replaced by Jeff Young in 1984. Others include Reno Solan, Ray Bonitas



The exhibit and display industry has always been divided into specialties. Hand Painting, Screen Printing, Flag Making, Engraving, etc. Joe has always specialized in graphic design and hand lettering of large format banners and sho-cards and begins to collaborate with industry counterparts. He routinely supplies American Flag and Banner (owner, Bill Miles) with hand painted banners which they sell to their client base.



1982

Milestone project is Superbowl XVI at Pontiac Silverdome. The project is brokered through American Flag and Banner.







The Mid 80s

Joe has always done screen printing and Banner is well equipped to do the work in house. The screen printing service starts catching on and is more then Joe cares to handle. He begins to contract this work to a large Union shop; Faro Screen Process owned by brothers Lawrence and Ed Brown. The Brown's have numerous children working for the operation. Faro Screen is not only a supplier to Joe but they subcontract Joe's work to their clients. Faro becomes one of Joe's better customers.



1986

Joe's Son Nicholas (Now 23 yrs old) decides to join the Family Business. By Now, Nick is finishing his Industrial Electrician apprenticeship (F. Jos. Lamb) while studying Business Administration at The University of Windsor. At school, Nick centers his studies around Finance, Accounting and Economics. His plan is to return to the automation world in an executive capacity until one day, he learns about Adam Smiths Pin Factory during Economics class. Nick relates the principles of set-up amortization and economies of scale to the pricing of

screen printing. That evening, Nick shares this insight with Joe at the at the dinner table where Joe convinces Nick that business ownership is simply a matter Revenue less expenses and YOU keep the rest.







We are now entering the computer age and like most other trades, sign painters are being replaced with robots and computers. Joe is following developments in computerized sign making but is doing just fine with hand lettering. Problem is, Nick does not want to paint signs for a living. Joe agrees to sponsor the purchase of a Gerber 4B sign making computer and New Hermes 1219 rotary engraver (still in service 2024). He even buys the companies first photo copier and fax machine. At this time CAD plotting is limited to standard fonts, shapes and symbols and within a few years "Open Architecture Computing" will enable us to scan and plot custom shapes such as client logos.



Detroit Edison: During Nicks first year of employment, Banner receives a 3) year contract from Detroit Edison. At the time Edison has downsized their in-house sign department from ten to three people and out sources most of their work to Faro Screen Process and Volk (engraving) Corp. Neither of these companies manufacture short run signage and Faro Screen recommends Banner to fill this void for Edison. The contract represents the most significant account in the history of Banner Signs and runs through 1995 when the new guard unfortunately (for Banner) is reverting to in-house sign production.





1987

Nick meets Nicole: While finding his way at Banner Sign, Nick is working on a side business in Windsor with high school friend Mike Stone. Phase Lighting gets its start providing local Rock Bands with stage lighting and expands its service to include fashion show lighting. At the time, Nicole is working as a fashion model and the two are introduced after a show by mutual friend Joy Bertram. Nick and Nicole were married in 1991 and go on to have two children Julia 1996, Joey 1998



1988

Jeff Young leaves Banner to start his own sign Company; Articulate Signs. Like Joe and every sign painter before him, It was common to "snap" side jobs after hours. While some employers felt threatened by potential new competition, Joe always encouraged Jeff to do side work as he felt it would make him a better sign painter which in turn would benefit Banner. Through to present day.

Jeff has always strived to improve his hand lettering skills and is among the best in the business. Jeff and his wife Cindy continue to serve Banner Sign as prime contractors.





Banner Sign enters the Light Pole Mounted Banner Business. While popular in Eorope and major U.S. markets installing banners to public light poles has become the latest development in urban ornamentation and outdoor advertising. Their first iob is for The Museum of African American History (Kevin Davidson - The Wright). The banners blow off the light poles within days and the project is a complete failure. Looking to develope a robust hardware solution nick learns that Kalamazoo BannerWorks has already patented the BannerFlex bracketing system. The Companies negotiate an agreement and Banner Sign becomes Eastern Michigans exclusive BannerFlex distributor. With Municipalities being the target market (they own all the light poles) we sell them stock holiday theme printed banners vs.conventional ornaments and once the brackets are in place, we offer stock seasonal designs enabling year round display. The program is an instant success paving the road to full time installation, maintenance and storage services.



Closing out the 80s——

Banner Sign has established an impressive client base. Their clients inclurde major advertising agencies including Campbell Ewold, Ross Roy, WB Doner, McAnn Erickson, SMZ, Gail and Rice and Exhibit Works. Banner also serves major corporations sucn as Hiram Walker, General Motors, IBM, Tel Twelve Mall and Detroit Edison. With all this grandure, Banner Sign is also the "Go To" supplier to the local Church Community. Joe loves to paint elaborate church anniversary celebration banners and serves the likes of Greater Grace, Straight Gate, Greater Mt. Olive, Word of Faith, Second Ebenezer, to name a few.











Meet Don Browning: Banner has now added three dimensional art and stage props to their product offerings. At this time, Don is working for Amertiech Publishing and contacts Banner to do event signage. Don discovers that Banner is making props and contracts the company to do so for Ameritect. Milestone projects include The Presidents Club Awards as well as props for parade floats and other events. Don has great fabrication skills and those combined with a strong background in computer graphics (specifically Mac) make him a perfect fit for expanding the capabilities of Banner Sign. Until then, Banner is PC based and needs to expand to include Mac. Don and Nick establish Browning and Banner, Partners in Design. They invest into Mac based equipment and offer graphic design services to new clients. Outside of work. Don and Nick become best of friends, play hockey together and share in all family events



1992

Banner leaves Detroit. The 7 Mile & Southfield neighbourhood has slipped into a state of decline and many clients do not want to come to the Detroit shop. Joe is fortunate to sell the building for the same price he bought it for (20 years prior). Nick and Nicole enter a real estate partnership with NES Properties and move Banner Sign to 570 E. Nine Mile Rd. Ferndale





1993

Nicholas & Nicole Piach buy Banner Sign from Joe and his Wife Nada. The terms of the deal are the same as Joe from Liebo. "6% of the bank deposits for 5 Years". This time there is a written contract. Fun fact... The bank deposits over the next 5 years far exceed initial expectations and Joe and Nada enjoy a comfortable retirement. Funnier still... Joe decides he still needs a Company Credit Card and months later decides he needs a new Retirement Car. Complying is one of Nicole's prouder moments.



Large format digital printing is introduced to the sign industry. Now, signs are incorporating full color photographic images. Having waited for the industry to flush the bugs out of the new technology, the time has come for Banner to make a major technological investment. The company buys a Raster Graphics, electrostatic printer along with two image transfer machines. They are now digitally printing to adhesive back vinyl and scrim banner material and are among few in the Country to offer Dye Sublimation printing to polyester based fabrics. The technology enables the company to print lightweight flag material and it is now time to enter the sewing business.



1997-1998

The Detroit Red Wings win the Stahley Cup Championship. Throughout the century Banner Sign has served The Wings countless sign projects and have made some great friends along the way.





Closing out the 90s——

Signs OnSite: Having always focused on exhibit and display, Banner is now expanding toward Interior and Exterior facility signage. They receive a major contract from Mercy Hospital and partner with 2/90 Sign Systems to complete the project. Recognizing 2/90 as a premier manufacturer of modular interior signage, Banner purchases a 2/90 franchise "Signs On Site" to gain preferred dealer acces to the product line. In addition to serving property owners, SOS begins working with new construction contractors and establishes the company as a Woman Owned Business Enterprise (WBE) enabeling a competative advantage for SOS. A significant alliance is formed with O'Brien Construction







Banner moves to Hazel Park: With personalities begin clashing in the Ferndale real estate partnership. Nick and Nicole sell their intrest to the partners and acquire their own building 20919 John R. Hazel Park. Banner launches their first web site www.bannersignco.com



Red Wings 75th Anniversary, Comerica Park

Y2K-2004

Recession starts for Banner Sign: Although the recession officially ran 2007-2009, small businesses like Banner were beginning to feel the lumps way before then. Over the course of four years, our booming staff of 12 dwindles down to 2 (Nick and Nicole). By this time, municipal budgets are drying up and frivelous expenses like decorating light poles cease to exist. In the private sector, advertising budgets are the first to go and things get really quiet at Banner Sign.



2004-2006

Things start looking up: Visit Detroit and The Detroit Sports Commission have been pitching Detroit as a destination for major sports events including The Ryder Cup, MLB Allstar Game and Superbowl SBXL. Banner Sign is awarded major contracts for all of the events.









2006

Banner Sign once again receives a Superbowl contract. The Company produces over 800 banners which equates to 43,000 sq ft of fabric banners within 36 days.







Now re-branded as DTE Energy, and having recently acquired Michigan Consolidated Gas (MichCon) the company retires the remaining sign staff. They close the sign department and will now outsource their enterprise wide signage needs. Banner iis awarded a 3 year contract which has been renewed through present day. As part of the contract, Banner is responsible for changing exterior main identity signs at 30+ locations





2013

Nicole launches Digital Print Specialties: Recognizing a niche in the digital print industry Nicole Piach develops a line of high end custom printed products including Accoustic Panels, Contract and Apparel Fabrics Canvas Prints, Wall Coverings, Ceramic Tiles and window films. The Company exhibits at Interior Design Show (Toronto) and achieves immediate success among interior designers



2014

Banner Sign retires their old logo and is re-branded



2016

Little Ceasars Arena: Nicole has been awarded The LCA Heritage contract. The single largest contract in the history of the company. Banner produces costom printed wall coverings, acrylic prints, dimensional graphics as well as historic plaques and decorative banners. The project is ongoing through present day.









2017

DTE Workplace Transformation Initiative: Five years earlier DTE has embarked on an ambitious project of updating their enterprise wide workspaces. Banner is awarded a contract to complete the work over the next 5 years.



Banner Sign receives Motor City Match grant \$45K. Nicole accepts award to attend Wayne State University, Goldman Sachs 10,000 small businesses. Practical Business Education."Our best-in-class curriculum covers all the fundamentals for growing a business, and is delivered in partnership with community colleges across the country".





Banner Sign returns to Detroit: For the past few years, Nicole wants to move back to Detroit and is actively seeking potential properties. Until recently, Detroits abandon commercial properties are selling for pennies on the dollar but prices are steadily on the rise. We start with Uncle Roy who has a historic building along the Riverwalk and shy away from the \$400K asking price and daunting required renovations. Meanwhile, the Hazel Park location has been listed for over 1 year with no interest. In the months that follow several Detroit. offers fall through for various reasons. Uncle Roy, now has an offer for \$600k and offers us last refusal which we decline. At this point, we feel we've missed the boat and hopes of moving dwindle. Nicole meets Sue Mosey (Midtown Detroit, Inc) who points to Milwaukee Junction and our current location is acquired within a couple of weeks. At the same time, The City of Hazel Park releases it's vision study for the future and within days we receive multiple offers to sell. Piach's sever the Hazel Park property and retain a small rental space. The Creative Bloc if Piach's real estate holding company







2019

DTE Energy re-brands to DTE. Banner is once again called upon to change exterior main identity signs at 30+locations



2020

COVID: Banner is forced to furlo the entire staff and once again it's left up to Nick and Nicole to keep the doors open (March 23 - June 1). With the Windsor / Detroit border closed it's questionable weather they will be allowed to cross but they are deemed essential by the State and it's business (not) as usual. Ironically, there is a spike in demind for workplace signage and Banner is granted a large contract from Continental





Nick and Nicole establish The Color Bloc and acquire Detroits first and only Detroit based Benjamin Moore retail paint store

COLOR BLOC



Purchase of ceramic tile printing equipment: Digital Print Specialties is turning away loads of ceramic tile business. Until now, all tiles have been dye sublimation printed and they are not suited for outdoor use. The decision is made to purchase "Enduring Images" ceramic printer and large format Kiln



2022-2023

Nicole is once again awarded the largest contract in the history of the company. Wayne County Criminal Justice Center (Barton Mallow) Interior and Exterior sign package. The facility is a few blocks down the road form Banner's new shop and is an awesome addition to the neighborhood. At the same time, The Detroit Incinerator is demolished bringing further improvement to Russell Street.







2024

Detroit hosts the NFL Draft: Visit Detroit awards Nicole a contract to produce install and remove banners for over 700 light poles. The company recieves additional work from Blue Media and is running ther printers around the clock for approx. three weeks leading up to the event. The project enables two major equipment purchases, a Colorado printer and a Bucket Truck. Michigan Central Station re-opens on Nick and Nicoles anniversary. The couple attends the celebration















To: City of Troy

Re: Company Overview

Date: 07/21/25

Please accept our company overview in connection with our response to our proposal for banner installation and maintenance.

Banner Sign Co was established in 1924 and has been incorporated in the State of Michigan since 1973.



Our newly renovated state-of-the-art facility is in The City of Detroit where we specialize in the design, fabrication and installation of large format digitally printed media. We have approximately 12 full-time employees and sub-contracts to specialty vendors when necessary.

Company Profile and Signature Service.

Banner Sign serves a wide range of clients including Municipal Governments, Professional Sports Teams, Convention bureaus as well as private and public Corporations.

We have produced tens of thousands square feet of large format graphics using ecofriendly, Latex as well as Dye Sublimation print technology.

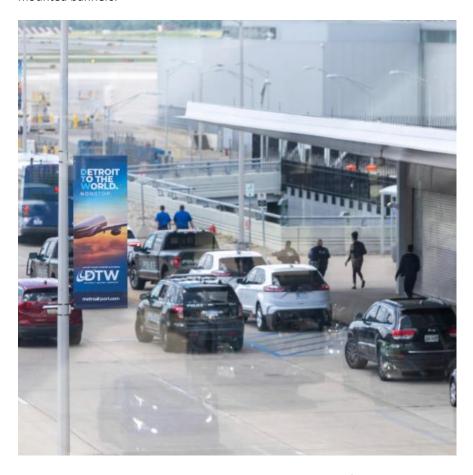
Our signature offering is the design, manufacturing and installation of light pole mounted banner displays. We are experts with all mainstream bracketing configurations and are particularly sensitive to Safety, Traffic and Engineering compliance that varies across Municipalities.



MDOT compliant lane closure: Greenfield Gateway. Southfield / Oak Park, MI

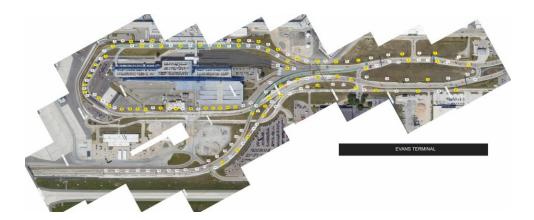
Feature Project: Wayne County Airport Authority (Detroit Metro Airport)

This project is a "Master Class" in traffic management as it relates to servicing light pole mounted banners.

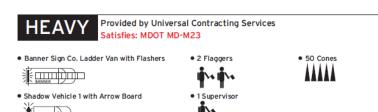


The challenge starts with driving speeds quickly transitioning from 70 mph to 45 mph then mixing in that driver's attention is immediately drawn from the road to directional signs leading to terminals and parking.

The project requires three (3) unique traffic control strategies based on vehicular speed.



Banner placement at Evans Terminal



DTW-Specific Applications: 45 MPH areas, lane closures, poles accessible only from lane, areas with only one lane, large multi-lane areas.



• Shadow Vehicle 2 with TMA

Provided by Universal Contracting Services Satisfies: MDOT MD-M11, MD-M12, MD-M21 (<45mph), MD-M22

• 12 Advanced Warning Signs

- Banner Sign Co. Ladder Van with Flashers # MANNER
- Shadow Vehicle 1 with Arrow Board

- 12 Advanced Warning Signs

DTW-Specific Applications: 20-35 MPH areas, poles accessible from shoulder, areas with two lanes



• Banner Sign Co. Ladder Van with Flashers



Banner Sign Co. Shadow Van with Flashers







• 1 Advanced Warning Signs



DTW-Specific Applications: 20-35 MPH areas, poles accessible from grass or sidewalk



Sample of safety plan submitted to Airport Traffic and Engineering

Feature Project: NFL Draft

As featured below, the NFL Draft required us to produce, install and remove 700 plus light pole mounted banners. While daunting in volume, the project required complex permitting, design and placement requirements.



Light pole banners along Woodward Avenue. Client : Visit Detroit / Detroit Sports Commission

Banner Sign Client references.

<u>Ilitch Companies:</u> Little Caesars, Detroit Red Wings, Detroit Tigers Contact Randy Lippee: 313.471.6632 randy.lippee@olydev.com

Dating back to the early 60s Banner would hand letter poster boards for Olympia Arena. Our offerings to the Enterprise has evolved into providing large format graphics, light pole mounted banners and giant jerseys to name a few.







City of St. Clair Shores

Contact: Liz Koto, 586-447-3350 liz@scsmi.net

Provide, Install and maintain seasonal pole mounted banners



City of Southfield

Contact: Terry Croad: (248) 796-4154 tcroad@cityofsouthfield.com

Provide and install large format fascia banners and light pole mounted banners



Thank you for the opportunity to present our proposal and should you have any questions please feel free to call at any time.

Sincerely, Nicholas.

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)

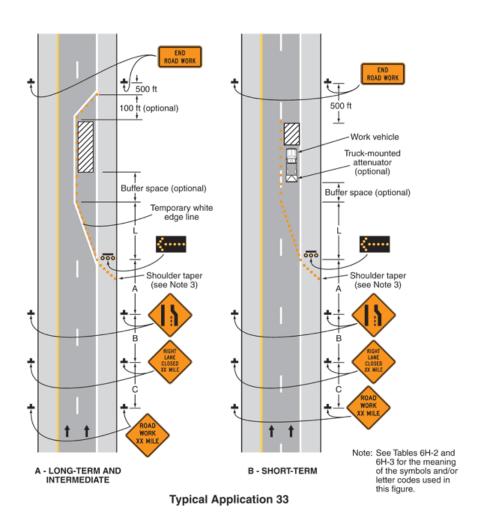


Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Dond Tune	Distance Between Signs**					
Road Type	Α	В	C			
Urban (low speed)*	100 feet	100 feet	100 feet			
Urban (high speed)*	350 feet	350 feet	350 feet			
Rural	500 feet	500 feet	500 feet			
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet			

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Symbols Description					
·····	Arrow board				
	Arrow board support or trailer				
0 0 0	(shown facing down)				
\vdash	Changeable message sign or support trailer				
	Channelizing device				
	Crash cushion				
	Direction of temporary traffic detour				
\rightarrow	Direction of traffic				
•	Flagger				
• •	High-level warning device				
	(Flag tree)				
	Longitudinal channelizing device				
-	Luminaire				
11111	Pavement markings that should be removed for a long-term project				
	Shadow vehicle				
-	Sign (shown facing left)				
\oplus	Surveyor				
	Temporary barrier				
<u> </u>	Temporary barrier with warning light				
•	Traffic or pedestrian signal				
	Truck-mounted attenuator				
	Type 3 barricade				
	Warning light				
	Work space				
	Work vehicle				



CITY COUNCIL AGENDA ITEM

Date: August 6, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager

Chris Wilson, Assistant City Manager

Kyle Vieth, Controller

Kurt Bovensiep, Public Works Director

Dennis Trantham, Deputy Public Works Director

Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Troy

Downtown Development Authority Banner Installation and Handling

<u>History</u>

The Troy Downtown Development Authority (TDDA) district spans Big Beaver, from just west of Coolidge Road to just east of Rochester Road, including the Troy Civic Center. Street poles along this corridor are equipped with banner brackets, historically used to promote and beautify the area.

After a several-year hiatus, the TDDA purchased new banners in early 2024 to enhance the corridor in anticipation of increased visitors due to the NFL Draft in Detroit. The Department of Public Works installed the banners. As wear became evident throughout the year, the TDDA explored a seasonal rotation approach to keep the banners relevant and limit exposure to the elements. In October 2024, the TDDA approved Winter banners, followed by Spring and Troy 70th Birthday banners, which will be rotated throughout the season, contributing to the corridor's visual appeal.

To continue the effort, the TDDA is considering the future purchase of Summer and Fall banners, as well as banners commemorating America's 250th anniversary. As the rotation program grows, efficient storage, installation, and maintenance become increasingly important. Recognizing the significant time commitment required for in-house installation by City staff, the City of Troy has pursued contracted services to manage all aspects of banner installation and handling.

A proposal was solicited that includes pricing for seasonal rotation, cleaning, storage, repairs, and an optional line item for additional changeovers tied to special events or activities.

Purchasing

On July 24, 2025 a bid opening was conducted as required by City Charter and Code for two (2) year requirements to provide Street Banner Installation and Maintenance Services for the Troy Downtown Development Authority and Troy Civic Center. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Six hundred and eighty (680) vendors were notified via the MITN website. One (1) bid response was received. Below is a detail summary of potential vendors for this bid opportunity:



CITY COUNCIL AGENDA ITEM

Companies notified via MITN	680
Troy Companies notified via MITN	13
Troy Companies - Active email Notification	13
Troy Companies - Active Free	0
Companies that viewed the bid	14
Troy Companies that viewed the bid	0

<u>MITN</u> 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.

<u>Active MITN</u> members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

Banner Sign Co of Detroit MI is the sole bidder meeting all specifications and is being recommended for award. They are a full-service graphics banner and sign company providing design, fabrication and installation with 100 years of service experience.

Financial

Funds are budgeted and available in the DDA Street Island Maintenance operating budget.

Recommendation

City Management recommends awarding a two (2) year contract with an option to renew for five (5) additional one-year renewals for Street Banner Installation and Maintenance to *Banner Sign Co* of *Detroit, MI* for an estimated annual cost of \$46,582.20 in year one and \$47,979.68 in year two plus replacement and repair costs as needed at unit prices contained in the bid tabulation opened July 24, 2025; not to exceed budgetary limitations.

Opening Date - 07/24/2025 Reviewed Date - 07/24/2025

CITY OF TROY **BID TABULATION** STREET BANNER INSTALLATION

ITB-COT 25-19 Page 1 of 1

	Banner Sign Co.							
	Detroit, MI							
Proposal: To provide two (2) year requirements for STREET BANNER INSTALLATION AND MAINTENANCE SERVICES FOR THE CITY OF TROY with an option to renew for five (5) annual one (1) year renewals								
DDA Street Banners: Provide all labor, materials, tools for the installation, removal, storage and maintenance of banners. Installation shall include approximately 160 rotational banners along the corridor four (4) times per year Banners are approximately 72 inches tall by 30 inches wide and installed on standard 30-foot streetlight poles. Cost of installation must include the annual cost of storage and cleaning. Total number of banners will not exceed 800.								
Season Year 1 Year 2								
Spring – March 31 (Quantity 160)		\$11,645.55	\$11,994.92					
Summer – July 1 (Quantity 160)		\$11,645.55	\$11,994.92					
Fall – September 20 (Quantity 160)		\$11,645.55	\$11,994.92					
Winter – December 7 (Quantity 160)		\$11,645.55	\$11,994.92					
TOTAL:		\$46,582.20*	\$47,979.68*					
GRAND TOTAL (YEARS 1 & 2)		\$94,50	61.88					
		* Includes MDOT Stationary Lane (City of						
Replacement & Repair: Provide stitching, hem, and gron beyond repair for potential replacement.	nmet repair fo	•	<u> </u>					
Cost of Seam Repairs:		\$25.00 per F	Pole Pocket					
Cost of Grommet Repairs:		\$10.00						
Markup on all Banner replacements:		N/A						
Cost of Banner Replacement:		\$95.00 (Art provided by City of Troy)						
Cost of Installation for Special Event/Occasion	\$11,645.55 Year 1; \$11,884.92 Year 2							
Can meet designated repair schedule:	Y or N	Y	,					
Minimum of five (5) years experience:	Y or N	100+ Years	Experience					
Provided Contact Information:	Y or N	Υ	,					
References:	Y or N	Υ	,					
Insurance:	Y or N	Υ	,					
% prices listed will increase annually:		3%	6					
Payment Terms:		N.30 I	Days					
Warranty:		None						
Exceptions:		None						
Acknowledgement:	Y or N	Print Signatures						
Forms:	Y or N	Non-Collusion & Familial Dis	sclosure Notary Incomplete					
ATTEST:								

(*Bid Opening conducted via a Zoom Meeting)

Joe Lagarde
Andrew Chambliss Nellie Bert Dina Gates

Emily Frontera Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/29/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

		BROGATION IS WAIVED, subject to ertificate does not confer rights to						may require	an endorsement. A state	ement o	on
PRODUCER					CONTACT Shally Locksby						
The Salvati Insurance Group, Inc.					PHONE (240) 720 1120 FAX (596) 962 1070				363-1979		
42370 Van Dyke Avenue					E-MAIL slockaby@tsig1 com						
	e 71	•				ADDRES	33.		PDING COVERAGE		NAIC #
		Heights			MI 48314	INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Millers Mutual Insurance Company				14508	
	RED					INSURE			. , ,		
		Banner Sign Company, Inc.				INSURE					
		6538 Russell St.									
			T			INSURER D:					
		Detroit	MI 48211			INSURER E : INSURER F :					
СО	VER.	AGES CER	TIFIC	ATE	NUMBER: Master 24-25				REVISION NUMBER:		
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	×	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,00	0,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	_{\$} 100,	000
	×	Primary Non-Contributory							MED EXP (Any one person)	\$ 5,00	0
Α	×	Includes X C & U	Y		C0561465		10/20/2024	10/20/2025	PERSONAL & ADV INJURY	\$ 1,00	0,000
	GEN	L'LAGGREGATE LIMIT APP <u>LIES</u> PER:							GENERAL AGGREGATE	\$ 2,00	0,000
		POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$ 1,000,000	
		OTHER:								\$	
	AUT	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
		ANY AUTO							BODILY INJURY (Per person)	\$	
Α	OWNED AUTOS ONLY SCHEDULED AUTOS		Y		V0516464		10/10/2024	10/10/2025	BODILY INJURY (Per accident)	\$	
	×	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										\$	
	×	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$ 5,00	0,000
Α		EXCESS LIAB CLAIMS-MADE	E		L0305577		10/20/2024	10/20/2025	AGGREGATE	\$ 5,00	0,000
		DED RETENTION \$							\$		
		RKERS COMPENSATION EMPLOYERS' LIABILITY	N/A					PER OTH- STATUTE ER			
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT	\$	
	(Mar	ndatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	DES	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
	Err	ors & Omissions	& Omissions						Per Occurrence		00,000
Α					C0561465		10/20/2024	10/20/2025	Aggregate	\$2,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Troy is Additional Insured regarding General Liability and Auto Liability on a Primary and Non-contributory basis with written contract. 30 day cancellation notice applies, with the exception of non-payment, which is 10 days											
CE	RTIF	ICATE HOLDER				CANC	ELLATION				
		City of Troy				THE	EXPIRATION D	ATE THEREO	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.) BEFORE
	500 W. Big Beaver Road					AUTHORIZED REPRESENTATIVE					
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POLICY NUMBER: C 0561465 00 GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PAK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SUMMARY OF COVERAGES

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

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

I. Non-Owned Watercraft

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

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - **(b)** Not being used to carry persons or property for a charge;

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

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

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MICHIGAN MILLERS MUTUAL INSURANCE COMPANY

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II. Damage To Premises Rented To You

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

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

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

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

III. Supplementary Payments

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

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

IV. Medical And Dental Payments

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

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

V. Broad Form Property Damage

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

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

We do not cover any property:

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

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

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

VI. Property Damage Liability - Elevators And Sidetrack Agreements

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

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

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

VII. Property Damage Liability - Borrowed Equipment

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

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

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

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

VIII. Broad Form Named Insured

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

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

IX. Newly Acquired Organizations

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

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

X. Additional Insureds By Written Contract

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

The following is added to this provision:

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

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

XI. Additional Insured - State or Political Subdivisions - Permits

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

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

XII. Additional Insured - Managers Or Lessors of Premises

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

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

The following exclusions are added:

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

XIII. Additional Insured - Lessor of Leased Equipment

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

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

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

XIV. Additional Insured - Broad Form Vendors

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

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

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- **a.** The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - **(6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- **b.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- **c.** This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- **d.** This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

XV. Additional Insured - Volunteers

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

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

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

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

XVI. Incidental Medical Malpractice Liability

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

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

XVII. Broad Knowledge/Notice Of Occurrence

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

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

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

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

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

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

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

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

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

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

XIX. Mental Anguish

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

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

XX. Mobile Equipment

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

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

XXI. Personal and Advertising Injury

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

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

XXII. Liberalization

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE PAK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

I. SECTION II – LIABILITY COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) is amended as follows:

A. BROAD FORM INSURED

Paragraph 1. Who Is An Insured of A. Coverage, the following are added as named insureds to this policy:

- a. Any subsidiary which is a legally incorporated entity in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership;
 - (2) That is an "insured" under any other automobile policy;
 - (3) That has exhausted its Limit of Insurance under any other automobile policy; or
 - (4) That has been acquired or formed by you for more than 180 days, or after the end of the policy period, unless you have given us notice of the acquisition or formation.

B. EMPLOYEES AS INSUREDS

For Covered "Autos", Paragraph 1. Who Is An Insured of A. Coverage, the following is added as named insureds to this policy:

Any of your employees while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

C. BLANKET ADDITIONAL INSURED - REQUIRED UNDER WRITTEN CONTRACT

Paragraph 1. Who Is An Insured of A. Coverage, the following are added as named insureds to this policy:

Anv person(s), organization(s) governmental entity with respect to the operation, maintenance, or use of a covered 'auto" is also an additional insured, if in order to comply with the terms of a written insured contract" or written agreement you that such required person(s), organization(s) or governmental entity be included as an additional insured on your policy. This does not apply when such a contract or agreement:

- a. Involves the owner or anyone else from whom you hire or borrow a covered " auto" unless it is a "trailer" connected to a covered "auto" you own; or
- **b.** Is executed after the date of loss;

Provision **C.b.** above does not apply if:

a. The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and

b. You can definitively establish that the terms and conditions of the written " insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

D. EMPLOYEE AS LESSOR

Under Paragraph 1. Who Is An Insured of A. Coverage, the following are added as named insureds to this policy:

- 1. Any "auto" described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto".
- 2. While any covered "auto" described in the Schedule of Covered Autos You Own is leased to you by one of your "employees", Who Is An Insured is changed to include that "employee" as an "insured".

E. COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS

Under Paragraph 2. Coverage Extensions, a. Supplementary Payments paragraphs a.(2) and a.(4) of A. Coverage are revised as follows:

- **1.** In **a.(2)**, the limit for the cost of bail bonds is increased to \$2,500; and
- **2.** In **a.(4)**, the limit for the actual loss of earnings is increased to \$500 per day.

F. LIMITED FELLOW EMPLOYEE COVERAGE

Paragraph B.5. Exclusions — Fellow Employee, does not apply if the "bodily injury" results from the use of a covered auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

G. CARE, CUSTODY OR CONTROL PROPERTY OF PASSENGERS

Under **B.6.** Exclusions — Care, Custody Or Control, the following paragraph is added:

Liability coverage for a covered "auto" is changed as follows:

The Care, Custody or Control exclusion does not apply to "property damage" to or " covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

II. SECTION III — PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) is amended as follows:

A. HIRED AUTO PHYSICAL DAMAGE COVERAGE

Under **A.** Coverage, paragraph **1.**, the following is added:

d. Physical Damage – Hired Cars

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

The most we will pay for any one " accident" or "loss" to any hired "auto" is the lesser of the actual cash value of the hired "auto" or the cost to restore the hired "auto" to its "pre-accident physical condition", minus a deductible, up to a maximum limit of insurance of \$50,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other insurance that has been purchased for the specific purpose of applying as primary to a hired auto. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

B. TOWING

Under **A.** Coverage. **2.** Towing, is deleted and replaced with the following:

We will pay towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$250 per disablement. "Autos" which are disabled do not include stolen vehicles.

C. GLASS BREAKAGE

The following paragraph is added to A. Coverage 3. Glass Breakage — Hitting A Bird Or Animal — Falling Objects Or Missiles:

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. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for the coverage.

D. COVERAGE EXTENSIONS

Paragraph **4. Coverage Extensions** Of **A. Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses / Rental Reimbursement Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expenses incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive, Specified Cause of Loss or Collision Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the "loss" and ending, regardless of the policy s expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expense

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

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

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$1,500 per "loss".

c. Extra Expense – Stolen Vehicle

We will pay for actual amounts expended to return a stolen covered "auto" to you up to a maximum of the actual cash value of the stolen covered "auto".

d. Personal Effects Coverage

We will pay up to \$1,000 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto". No deductible applies to this coverage.

e. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligations to the lessor or leinholder for any difference between the actual cash value of the covered "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan. This coverage applies only if the lessor or leinholder is shown as a Loss Payee under separate endorsement attached to this policy. We will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- (1) The amount paid under the Physical Damage Coverage Section of the policy; and
- **(2)** Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;

- (d) Costs for extended warranties, Credit Life Insurance, health, Accident disability Insurance purchased with the loan or lease:
- (e) Carry-over balances from previous loans or leases; and
- (f) The dollar amount of any unrepaired damage which occurred prior to the "loss" of a covered auto.

E. TAPES, RECORDS, AND DISCS COVERAGE

Under paragraph B.4.Exclusions, exclusion **4.a.** is deleted in its entirety.

The following is added to Paragraph A. Coverage:

- 1. Under Comprehensive Coverage, we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:
 - a. Are your property or that of a family member: and
 - b. Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$250.

2. No Physical Damage Coverage deductible applies to this coverage.

F. ACCIDENTAL DISCHARGE OF **AIRBAG COVERAGE**

The following is added to Exclusions, Paragraph B.3. - Section III - Physical Damage Coverage:

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered "auto" for which Comprehensive coverage is purchased. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

G. ELECTRONIC EQUIPMENT COVERAGE

Under paragraph B.4. Exclusions, exclusion **4.c.** and **4.d.** does not apply to any electronic equipment". The following is added to Paragraph A. Coverage:

1. Under Comprehensive Coverage, we will pay for "loss" to any "electronic equipment". This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

- The most we will pay in the event of a "loss" under this provision is the lesser of:
 - a. The actual cash value of the "electronic equipment" at the time of the "loss":
 - The cost of repairing or replacing the 'electronic equipment" with other electronic equipment" of like kind or quality; or
 - **c.** \$5,000.
- 3. If "loss" to the "electronic equipment" is the result of a "loss" to the covered," auto" under this Coverage Form's Comprehensive, Specified Causes of Loss or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Comprehensive Any Coverage deductible shown in the Declarations does not apply to "loss" to 'electronic equipment" caused by fire or lightning.

If "loss" occurs solely to the "electronic equipment", then for each covered auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$250 deductible. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

4. This provision **G.** shall not apply to equipment for which coverage is already provided by exceptions to exclusion 4. c. and 4. d. under Section III - Physical Damage Coverage.

"Electronic equipment" means equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This includes antennas and other accessories, other than tapes, records, or discs, necessary for the use of the "electronic equipment."

H. MULTIPLE DEDUCTIBLE PROTECTION

The following is added to Paragraph **D. Deductible** under **Section III** — **Physical Damage Coverage**:

- 1. Whenever a covered tractor and trailer are each damaged in the same "loss" while operating as a combined tractor and trailer unit, only one deductible shall apply to the accident. The larger of the two deductibles shall apply.
- 2. When any occurrence results in a "loss" under more than one policy or coverage form issued by us, only one deductible shall apply to all damages arising from such an occurrence. Only the largest deductible of the applicable Coverage form(s) will apply to such loss.
- 3. In no event will the deductible amount ever be greater than the amount that would have applied without this provision.
- III. SECTION II LIABILITY COVERAGE and S ECTION III PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) are amended as follows:

A. DRIVE OTHER CAR COVERAGE - BROADENED FOR EXECUTIVE OFFICERS

1. Changes In Liability Coverage

- a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any executive officer or by his or her spouse while a resident of the same household except:
 - i. Any "auto" owned by that executive officer or by any member of his or her household.
 - ii. Any "auto" used by that executive officer or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- **b.** The following is added to **Who Is An Insured**:

Any executive officer and his or her spouse, while a resident of the same household are "insured" while using any covered "auto" described in above Paragraph A.1.

2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to Who Is An Insured:

Any executive officer and his or her "family members" are "insured" while occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that executive officer or by any "family member".

3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of an executive officer or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that executive officer or by any member of his or her household.
- b. Any "auto" used by that executive officer or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

4. Additional Definition

As used in this section:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

B. LESSOR — ADDITIONAL INSURED AND LOSS PAYEE

1. Coverage

- a. Any "leased auto" designated or described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- b. For a "leased auto" designated or described in the Schedule of Covered Autos You Own, Who Is An Insured is changed to include as an "insured" the lessor as shown in the Policy Interest Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - i. You;

- ii. Any of your "employees" or agents; or
- iii. Any person, except the lessor of any other "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- c. The coverages provided under this section apply to any "leased auto" described in the Schedule of Covered Autos You Own until the expiration date shown in the lease agreement, or when the lessor or his or her agent takes possession of the "leased auto", whichever comes first.

2. Loss Payable Clause

- a. We will pay, as interest may appear, you and the lessor named for "loss" to a "leased auto".
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- **c.** If we make any payment to the lessor, we will obtain his or her rights against any other party.

3. Cancellation

- a. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- **b.** If you cancel the policy, we will mail notice to the lessor.
- c. Cancellation ends this agreement.
- **4.** The lessor is not liable for payment of your premiums.

5. Additional Definition

As used in this section:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

- IV. SECTION IV BUSINESS AUTO CONDITIONS of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) is amended as follows:
 - A. Duties in the Event Of an Accident, Claim, Suit, or Loss

- 1. Your obligation in Loss Condition 2.a. relative to notification requirements applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - **b.** A partner, if you are a partnership;
 - **c.** A member, if you are a joint venture or limited liability company; or
 - d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

B. Unintentional Failure To Disclose Hazards

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

C. Non-Owned Auto Waiver of Subrogation

We hereby waive any right of subrogation against any of your officers, directors, or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading, or unloading of non-owned "autos". This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or employee.

D. Primary and Noncontributory - Other Insurance Condition

The following is added to Section IV – Business Auto Conditions, B5. Other Insurance and supersedes any provisions to the contrary:

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

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

E. Blanket Waiver of Subrogation When Required Under Written Contract

The following is added to Section V – Business Auto Conditions, 5. Transfer of Rights of Recovery Against Others To Us:

However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written "insured contract" provided such written "insured contract" is:

- **1.** Currently in effect or becoming effective during the term of this policy; and
- 2. Executed prior to the "accident" or "loss"; or executed after the "accident" or "loss" if:
 - a. the terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
 - b. you can definitively establish that the terms and conditions of the written " insured contract" ultimately executed are the same as those which had been agreed upon to the "accident" or "loss".

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

ADDITIONAL COVERAGES								
Ref #	Description Business A			Coverage Code	Form No.	Edition Date		
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	1				Coverage Code	Form No.	Edition Date
Limit 1	<u> </u>	Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	1				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	1				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
Ref #	Description	n				Coverage Code	Form No.	Edition Date
Limit 1 Limit 2 Limit 3		Deductible Amount	Deduc	tible Type	Premium			
Ref #	Description	1				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	tible Type	Premium	
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