

- a) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Daisy Knight Dog Park Fencing**

Resolution #2017-07-111-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for materials and installation to the low bidder, *KB Contracting of West Branch MI* for an estimated total cost of \$40,786.13, which includes a 10% contingency cost on the bid amount of \$37,078.30; not to exceed budgetary limitations at prices contained in the bid tabulation opened June 29, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

PO# 2018-59

PURCHASE ORDER

No. 2018-00000059

DATE: 07/14/2017

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Parks - Municipal Grounds
4695 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Parks - Municipal Grounds
4695 ROCHESTER ROAD
TROY, MI 48085

COUNCIL RESOLUTION
2017-07-111-J-4a

VENDOR NO. 172033

Vendor

KB CONTRACTING, INC.
PO BOX 394
WEST BRANCH, MI 48661

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Dog Park Fencing Furnish all equipment, material and labor to install new fencing for the City of Troy's Daisy Knight Dog Park as per all bid specifications of ITB-COT 17-23. Shall be completed by August 15, 2017.	32,078.3000	\$32,078.30
1	Each	Alternate - Bottom Rail instead of Wire	5,000.0000	\$5,000.00

Entered By: MaryBeth Murz

\$37,078.30

Special Instructions:

CITY COUNCIL AWARD DATE: 7/10/2017. CERTIFICATE OF INSURANCE and ENDORSEMENT SHALL BE ON FILE FOR DURATION OF PROJECT.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

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

MaryBeth Murz
Purchase order also emailed 7/20/17

		KB Contracting, Inc.
		West Branch, MI
Check#		#1246
Check Amount		\$1,500.00
PROPOSAL: To Furnish All Equipment, Material and Labor, to Remove and Install New Fencing For The City of Troy's Daisy Knight Dog Park		
COMPLETE FOR THE SUM OF:		\$32,078.30
ALTERNATE BID		\$5,000.00
CONTACT INFORMATION:		
	Hours of Operation	7am-8pm
	24HR Phone #	248 497 2693
SITE INSPECTION:	Y/N	Y
	Date	6/21/2017
COMPLETION DATE:		August 15, 2017
	Can Meet	X
	Cannot Meet	
	Offers	
	Work Shall Commence	14 Calendar days after notice to proceed.
REFERENCES:		Y
INSURANCE:	Can Meet Y or N	Y
ACKNOWLEDGEMENT SIGNED:	Y or N	Y
PAYMENT TERMS:		Net 30
EXCEPTIONS:		Blank
WARRANTY:		1 Yr. for workmanship
QUESTIONNAIRE:	Attached Y or N	Y
SCHEDULE OF VALUES:	Y or N	Y
FORMS COMPLETED:	Y or N	Y



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: June 30, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager *MBM*
Tom Darling, Director of Financial Services
Kurt Bovensiepe, Public Works Director *TB*
Ashely Levin, Project Manager *AL*

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Daisy Knight Dog Park Fencing

History

- A Dog Park was one of the top two desired amenities identified in the two most recent Parks and Recreation Master Plan Surveys.
- The 2015 Parks and Recreation Plan gave direction to City staff for developing future parks or amenities to develop public/private partnerships.
- In 2014, City Staff began developing partnerships to fund 80% of the Dog Park development that included crowd funding, public/private partnerships, and individual large donations
- The City of Troy has received over \$600,000 worth of land improvements from NorthPoint Development, a \$50,000 cash donation from NorthPoint Development, \$25,000 in individual donations through crowd funding, and \$100,000 from Barbara Knight for the naming opportunity
- In August of 2016, City Council approved the naming recommendation from the Parks and Recreation Advisory Board of the P. Terry and Barbara Knight Park and further approved the dog park amenity of the park be named the Daisy Knight Dog Park (Resolution # 2016-08-142).
- NorthPoint Development has recently completed its Stone Crest Senior Living Center, which allows the City to begin the remaining improvements to the Daisy Knight Dog Park.
- The Daisy Knight Dog Park will have off-leash areas for dogs to run that require the area to be fenced.
- Through surveys, City staff has determined that the fence will be 5 feet tall and include an access point to allow members only to enter the off-leash area.
- The fencing will be completed in stages. The North side of the pathway was included in the current bid and the South side will be bid in the future as the City continues to develop the park and its amenities.
- City Staff has announced that the dog park amenity will open September 30, 2017.

Purchasing

On June 29, 2017, a bid opening was conducted as required by City Charter and Code for the Daisy Knight Dog Park Fencing. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info and the bid was also sent to the Troy Chamber of Commerce. Five (5) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	105
Troy Companies notified via MITN	4
Troy Companies - Active email Notification	4
Troy Companies - Active Free	0
Companies that viewed the bid	12
Troy Companies that viewed the bid	1

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (Continued)

After reviewing the bid responses, *KB Contracting of West Branch, MI* was the low bidder meeting specifications and is being recommended for the supply and installation of the fence. City staff is also recommending the award of the requested alternate bid that included a bottom rail on the fence instead of a tension wire.

Financial

Funds are budgeted and are available in the Land Improvements Dog Park, Parks Division Capital for Project #2018C0036.

Furnish and install fencing as specified	\$32,078.30
Alternate (Bottom Rail instead of tension wire)	\$5,000.00
Total	\$37,078.30
10% Contingency	<u>\$3,707.83</u>
Total Cost including Contingency	\$40,786.13

Recommendation

City management recommends awarding a contract to supply and install fencing at the Daisy Knight Dog Park, for an estimated total cost of \$40,786.13, which includes a 10% contingency cost on the bid amount of \$37,078.30; not to exceed budgetary limitations to *KB Contracting of West Branch, MI* at prices contained in the bid tabulation opened June 29, 2017. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

	KB Contracting, Inc.	RMD Holdings,LTD	American Fence & Supply Co Inc.	Action Traffic Maintenance
	West Branch, MI	Richmond, MI	Warren, MI	Flint, MI
Check#	#1246	#9475604970	#1400301044	#2011685430
Check Amount	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00

PROPOSAL: To Furnish All Equipment, Material and Labor, to Remove and Install New Fencing For The City of Troy's Daisy Knight Dog Park

COMPLETE FOR THE SUM OF:	\$32,078.30	\$43,972.00	\$45,517.00	\$49,379.00
ALTERNATE BID	\$5,000.00	\$6,647.00	\$10,698.00	\$56,290.00
CONTACT INFORMATION:				
Hours of Operation	7am-8pm	7am-5pm	8am-5pm	8am-5pm
24HR Phone #	248 497 2693	586 295 6435	888 96 FENCE	248 361 5106
SITE INSPECTION: Y/N	Y	Y	N	Y
Date	6/21/2017	3/24/2017		6/23/2017
COMPLETION DATE:	August 15, 2017			
Can Meet	X	X	X	X
Cannot Meet				
Offers				
Work Shall Commence	14 Calendar days after notice to proceed.	14 Calendar days after notice to proceed.	14 Calendar days after notice to proceed.	14 Calendar days after notice to proceed.
REFERENCES:	Y	Y	Y	Y
INSURANCE: Can Meet Y or N	Y	Y	Y	Y
ACKNOWLEDGEMENT SIGNED: Y or N	Y	Y	Y	Y
PAYMENT TERMS:	Net 30	Net 30	Net 30	Net 30
EXCEPTIONS:	Blank	No Exceptions	None	None
WARRANTY:	1 Yr. for workmanship	15 Years	1 Year	1 Year
QUESTIONNAIRE: Attached Y or N	Y	Y	Y	Y
SCHEDULE OF VALUES: Y or N	Y	Y	Y	Y
FORMS COMPLETED: Y or N	Y	Y	Y	Y

Low Bidder Meeting Specifications.

ATTEST:
Kurt Bovensiep
Susan Reisterer
Enna Bachelor
Kristine Kallek


MaryBeth Murz,
Purchasing Manager

CITY OF TROY
 BID TABULATION
 DAISY KNIGHT DOG PARK FENCING

ITB-COT 17-23
 Page 2 of 2

	Contractor's Fence			
	Redford, MI			
Check#	110391			
Check Amount	\$1,500.00			

PROPOSAL: To Furnish All Equipment, Material and Labor, to Remove and Install New Fencing For The City of Troy's Daisy Knight Dog Park

COMPLETE FOR THE SUM OF:
ALTERNATE BID
CONTACT INFORMATION:

Hours of Operation
 24HR Phone #
 SITE INSPECTION: Y/N
 Date
 COMPLETION DATE:
 Can Meet
 Cannot Meet
 Offers

Work Shall Commence

REFERENCES:
 INSURANCE: Can Meet Y or N

ACKNOWLEDGEMENT SIGNED: Y or N

PAYMENT TERMS:

EXCEPTIONS:

WARRANTY:
 QUESTIONNAIRE: Attached Y or N
 SCHEDULE OF VALUES: Y or N
 FORMS COMPLETED: Y or N

	\$49,875.90		
	\$16,995.90		
M-F 7:30am-5:00pm			
Sat 9am-3pm			
313 592 1300			
Y			
6/23/2017			
August 15, 2017			
Y			
5-10 calendar days after notice to proceed			
Y			
Y			
Y			
Net on completion			
Blank			
1 year			
Y			
Y			
Y			



**CITY OF TROY
BID PROPOSAL**

ITB-COT 17-23

Page 1 of 7

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO INSTALL NEW FENCING FOR THE CITY OF TROY AT THE DAISY KNIGHT DOG PARK LOCATED AT 3410 LIVERNOIS** in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: KB Contracting, Inc.

The document contains the following sections:

Instructions to Bidders (2 pages)	Forms (4 forms)
Bid Proposal (7 pages)	Public Act 57 (2 pages)
Vendor Questionnaire (2 pages)	Sample Insurance Certificate (3 pages)
Schedule of Values (1 page)	Statement of No Bid (1 page)
Specifications (4 pages)	

PROPOSAL: DAISY KNIGHT DOG PARK FENCING

Furnish all equipment, material and labor to install new fencing as indicated in the attached specifications at 3410 Livernois.

COMPLETE FOR THE SUM OF: \$ 32,078.30

**ALTERNATE BID FOR BOTTOM RAIL
COMPLETE FOR THE SUM OF: \$** 5,000.00

SCHEDULE OF VALUES:

The City of Troy may be required to add or delete work due to unforeseen circumstances. Therefore, a unit price schedule shall be attached to your bid document at the time of bid submission which indicates unit prices for all items to be used during the course of the project. All unit prices shall include the labor.

A SCHEDULE OF VALUES FORM IS ATTACHED AND MUST BE COMPLETED AND RETURNED WITH THE BID AT THE TIME OF SUBMISSION.

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.

Measurements given in the bid proposal are approximate and made in good faith. It shall be the bidder's responsibility to take exact measurements during a site inspection. Any discrepancies in the measurements must be brought to the City's attention.

INFORMATION:

For additional general information or questions concerning this project please contact **MaryBeth Murz, Purchasing Manager**, at (248) 680-7291 between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

Kurt Bovensiep, Public Works Director at (248) 524-3489 or k.bovensiep@troy.mi.gov is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: 7am - 8pm 24 Hour Phone No. 248-491-2693

SITE INSPECTION:

All bidders should examine the site to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact **Mr. Kurt Bovensiepe** at (248) 524-3489 or k.bovensiepe@troymt.gov to schedule a site visit between the hours of 8:00 am - 4:00 pm, Monday through Friday.

(✓) Our company visited the site on Wed, June 21st.
() Our company did not visit the site.

DOWNPAYMENTS AND PREPAYMENTS:

Any bid 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.

APPROVED ALTERNATES:

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as acceptability will be deemed in the City of Troy's best interest and will be final.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

LABOR:

Prevailing wages are not required for this project.

DELIVERY:

Materials are not to be delivered to the site until work is to commence. Secure storage space will not be available for long-term storage. All materials are to be F.O.B. delivered, freight paid to the work location in the City of Troy in accordance with the attached specifications.

QUALIFICATION OF MANUFACTURER:

The Fencing Products Manufacturer will be a company specializing in the manufacturing of commercial quality chain link fencing with a minimum of ten years experience.

SAMPLES:

Actual samples of quoted material may be requested at the discretion of the City of Troy's designated representative. Samples will be provided at no cost to the City and will become the property of the City of Troy. Submitted samples may be used for testing purposes.

AWARD:

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

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City's best interest.

COMPANY NAME: KB Contracting, Inc.

LOCAL PREFERENCE:

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

BID DEPOSIT AND FORFEITURE:

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

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit and Certification regarding Debarment forms and return with their bid proposal.

PUBLIC ACT 57:

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

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 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.

PURCHASE ORDER:

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

COMPLETION DATE:

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by **August 15, 2017**. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- (☒) Our Company can meet this delivery / installation schedule
() Our company cannot meet this delivery / installation schedule but offers:

Work shall commence 14 calendar days after notice to proceed. *

COMPANY NAME: KB Contracting, Inc.

* If low bidder, we are prepared to start Monday, July 17th

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: Chesterfield Twp. Parks + Rec
ADDRESS: 47215 Sugarbush Rd. Chesterfield, MI 48047
PHONE: 586-949-0400 CONTACT: Chris Galatis
EMAIL: cgalatis@chesterfieldtp.org

COMPANY: Huron-Clinton Metroparks
ADDRESS: 13000 High Ridge Dr. Brighton, MI 48114
PHONE: 810-623-3555 CONTACT: Andrew Caulk
EMAIL: andrew.caulk@metroparks.com

COMPANY: Hubbell, Roth + Clark, Inc.
ADDRESS: 555 Hulet Drive Bloomfield Hills MI 48303
PHONE: 248-454-6373 CONTACT: Gary Tressel
EMAIL: GTressel@hrceng.com

IMPORTANT:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, additions, or deductions.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: KB Contracting, Inc.

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

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

(✓) We can meet the specified insurance requirements.

() We cannot meet the specified insurance requirements.

() We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

() Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: KB Contracting, Inc.

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: KB Contracting, Inc.

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Christy Grundner

NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 46-3693717

COMPANY: KB Contracting, Inc.

ADDRESS: PO Box 394 CITY: West Branch STATE: MI ZIP: 48661

PHONE: ⁹⁸⁹ () 343-0584 FAX NUMBER: ⁹⁸⁹ () 343-0584

REPRESENTATIVE NAME: Christy Grundner

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Christy Grundner
(Print)

PAYMENT TERMS: NET-30 WARRANTY: 1 year for workmanship

CHECK INCLUDED: Yes - bid security E-MAIL: Kbcontractinginc@gmail.com

COMPLETION: IN ACCORDANCE WITH SPECIFICATIONS. ✓

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid proposal offer.

ACKNOWLEDGEMENT:

I, Christy Grundner, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.BidNetDirect.com/mitn and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Christy Grundner

IMPORTANT:

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

NOTE:

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

U.S. FUNDS:

All prices are to be quoted in U. S. Currency.



VENDOR QUESTIONNAIRE

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

FIRM NAME: K B Contracting, Inc.

TYPE OF ORGANIZATION: (Circle One)

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

If applicable:

FORMER FIRM NAME(S)

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

1. Have you owned or operated a company that declared Chapter 7 during the last ten (10) years?

() Yes When: _____ (✓) No

2. How many years of experience do you have installing fencing?

30 Years

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

Articles of Incorporation available online for reference

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

Organization/Contact Name	Type/Size	Date	Percentage	Value
---------------------------	-----------	------	------------	-------

none

5. List the number and types of equipment to be used for this project; if awarded this bid. (Attach itemized list that is marked _____ for identification if more space is required.)

Skidsteer rental

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

N/A

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

Start date 7/17/17 Completion date 7/26/17

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

TITLE	NAME	TRADE	EXPERIENCE / YEARS
Foreman	Mark Grundner	Fencing	30+
Laborer	Kory Grundner	Fencing	10 yrs.
Laborer	James Carrey	Fencing	5 yrs.
Laborer	Tyler Rohl	Fencing	5 yrs.

9. Provide name and contact information of the manufacturer that will be supplying the fencing materials for this project. The Fencing Products Manufacturer will be a company specializing in the manufacture of commercial quality chain link fencing with a minimum of ten years experience.

Supplier: Security Fence 5451 Dixie Hwy Waterford 248.623.0000

Manufacturer: Southwestern Wire

8. Provide manufacturer's catalog cut sheets with printed specifications including certification of compliance with material specifications for the materials being bid on this project.

() Material specifications marked _____ for identification. Will request upon award.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Christy Grundner

Company:

KB Contracting, Inc.

Address:

P.O. Box 394
West Branch MI 49661
989 343 0584

Phone Number:

Representative's Name:

Christy Grundner
(Print)

Date:

6/27/17

SCHEDULE OF VALUES

Your company **MUST** complete and submit this form with your bid proposal.

[illegible]

Note: Individual equipment prices and labor costs to install those items are requested if changes are needed during completion of the project.

COMPANY NAME: KB Contracting, Inc.

**CITY OF TROY
DAISY KNIGHT DOG PARK
FENCING AND INSTALLATION**

GENERAL SPECIFICATIONS

A. Contractor Qualifications

1. The Contractor shall be duly licensed by the appropriate authorities to perform this work.
2. Insurance requirements shall be in accordance with the attached SAMPLE CERTIFICATE.
3. The Contractor shall conform to all applicable Federal, State and Local laws.

B. General Specifications

1. Each individual or company shall be responsible for visiting the site of the proposed work in order to fully acquaint him or herself with existing conditions so that the company may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents, forms, instruments, addendum, or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a bid proposal shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair, replacement and/or restoration, to the satisfaction of the City, any property (City or private), destroyed or damaged by careless or accidental use of equipment or machinery in the performance of the contract. This shall include but not be limited to plant material, buildings, turf, asphalt, concrete, traffic signs, pedestrians, and automobiles.
3. The Contractor shall not sublet, assign or transfer the contract of any portion or any payment due to the contractor there under, without written consent of the City.
4. The Contractor shall use materials as specified in the specifications. Material other than specified will be permitted only after written application by Contractor and written approval by the City prior to bid opening. Substitutions will only be allowed when in the best interest of the City.
5. The Contractor shall furnish all such equipment, tools and labor necessary to pursue work in an acceptable manner and to a speedy completion. This contract is based on the Contractor furnishing and using his or her own equipment, tools and labor which are suitable to carry out this contract in an efficient manner, unless otherwise herein specified.
6. The Contractor shall keep the premises free from rubbish and debris at all times and shall arrange his or her material storage so as not to interfere with the City's operation of the job. Materials are not to be delivered to the site until work is to commence. All unused materials, rubbish and debris shall be removed from the site. The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy
7. The Contractor shall be responsible for requesting staking of utilities by MISS DIG, 1-800-482-7171 The Contractor shall conduct his or her work so as to prevent interruption of service or damage to them. The Contractor shall protect existing structures and utility services and be responsible for their replacement if damaged by him or her, or to make necessary adjustment in their location if required in order to complete the work of this contract.

8. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the fence contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations. However, when these specifications and/or drawings call for or describe materials, workmanship, or construction of a better quality, higher standard or larger size, these specifications and/or drawings shall take precedence over the requirements of said rules, regulations, or codes.
9. Any permits for the installation or construction of any of the work included under this contract, which are required by any of the legally constituted authorities having jurisdiction shall be obtained by the Contractor at the proper time. Fees for any necessary permits will be waived by the City.
10. The Contractor agrees that he or she will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment, or color, religion, national origin, age, sex, height, weight, or marital status.
11. The Contractor must conform to all Federal, State, and Local labor laws.
12. Any deviations from these specifications must be approved in writing by the designated representative.
13. The City may, without invalidation of the original contract, order changes as may from time to time be deemed desirable or necessary. The Contractor will provide the City with a detailed estimate of the cost of the proposed change.

C. Scope of Work - The scope of work under this contract includes :

DAISY KNIGHT DOG PARK - Located at 3410 Livernois, which is on the east side of Livernois between Big Beaver and Wattles between Stonecrest Senior Living and Zion Christian Church.

- 1) The installation of new fencing, which includes all chain link fencing fabric, posts, and hardware as indicated in these specifications and drawings.
- 2) Repair of all turf, asphalt, and concrete disturbed by the installation operation.
- 3) **Working Hours** - The Contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours to be between 7:00 am and 8:00 pm, Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.
- 4) **Safety Barriers** - The Contractor shall at all times have the construction site barricaded off to the general public until such time each site is accepted by the City. This barricade shall be a minimum of 4' in height and of a nature that will prevent children from crawling through it.
- 5) **Storage of Materials** – The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy.
- 6) **Date of Completion:** All work shall be completed by **August 15, 2017**.



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Christy Grundner, bearing the office title of President, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

Christy Grundner, being duly sworn deposed, says that he
(Print Full Name)

is President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

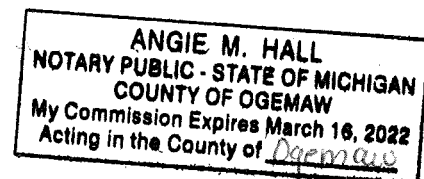
Christy Grundner
SIGNATURE OF PERSON SUBMITTING BID

Angie M. Hall
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 27
day of June, 2017
in and for Ogemaw County.

My commission expires:

March 16, 2022





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

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

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

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

☒ **I am able to certify to the above statements.**

KB Contracting, Inc.
Name of Agency/Company/Firm (Please Print)
Christy Grundner, President
Name and title of authorized representative (Please Print)
Christy Grundner 6/27/17
Signature of authorized representative Date

☐ **I am unable to certify to the above statements. Attached is my explanation.**



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	K B Contracting, Inc.
Street Address	PO BOX 394 1263 Adams Dr.
City	West Branch
State, Zip	MI 48661
Corporate I.D. Number/State	05436M (Michigan)
Taxpayer I.D. #	46-3693717

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

Signature of Vendor's Authorized Agent: Christy Grundner

Printed Name of Vendor's Authorized Agent: Christy Grundner

Witness Signature: Angie M. Hall

Printed Name of Witness: Angie M. Hall



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2017

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

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

PRODUCER Action Insurance Service, Inc. 45445 Mound Rd. Suite 100 Utica MI 48317		CONTACT NAME: Jessica Trimble PHONE (A/C No. Ext): (586) 739-9080 FAX (A/C No.): (586) 739-3530 E-MAIL ADDRESS: jtrimble@actionin.com	
INSURED KB CONTRACTING INC PO BOX 394 WEST BRANCH MI 48661-0394		INSURER(S) AFFORDING COVERAGE INSURER A: Hastings Mutual INSURER B: Travelers Casualty & Surety Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14176 19038	

COVERAGES **CERTIFICATE NUMBER:** 2017 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	GL 9974488	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACV9984085	3/8/2017	3/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6KUB9F734808	5/24/2017	5/24/2018
A	Rented/Leased Equipment		IMC6110270	4/21/2017	4/21/2018	\$50,000

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

Re: Daisy Knight Dog Park

The City of Troy, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members is additional insured.

30 Day Notice of Cancellation to be applicable. Primary and Noncontributory applies

CERTIFICATE HOLDER

CANCELLATION

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

HASTINGS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

HASTINGS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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