

CITY COUNCIL AGENDA

September 25, 2017

- c) **Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – New Carpeting Youth Area – Troy Public Library**

Suggested Resolution
Resolution #2017-09-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish and install carpet in the Library's Youth Services Area to the sole bidder meeting specifications, *Library Design Associates, Inc. of Plymouth, MI*, for an estimated total cost of \$98,332.00 as detailed and contained in the bid tabulation opened September 14, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

PURCHASE ORDER

No. 2018-00000385
DATE: 09/27/2017
PAGE: 1 of 1
FOB DESTINATION

Ship To CITY OF TROY
Library
510 W BIG BEAVER
TROY, MI 48084

Bill To CITY OF TROY
Library
510 W BIG BEAVER
TROY, MI 48084

COUNCIL RESOLUTION
2017-09-c

VENDOR NO. 103694

Vendor LIBRARY DESIGN ASSOCIATES
1149 SOUTH MAIN STREET
PO BOX 700080
ATTN: CHRIS DeBEAR

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	CARPET LIBRARY YOUTH SERVICES AREA Furnish all equipment, material and labor to remove and properly dispose of existing carpet and install new carpet in the Youth Services Area as per all bid specifications of ITB-COT 17-29. Carpet shall be installed using the vertical Ashlar Method. Contact Phillip Kwik prior to install. 248 619-7577.	98,332.0000	\$98,332.00

Entered By: MaryBeth Murz

\$98,332.00

Special Instructions:

CITY COUNCIL AWARD DATE: 9/25/2017. Certificate of Insurance and Endorsement shall be on file for duration of install. Bid Deposit check # 915901458 shall be held until successful completion of project.

TERMS & CONDITIONS

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

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

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

MaryBeth Murz

Opening date: 9/14/2017
Reviewed date: 9/18/2017

CITY OF TROY
BID TABULATION
LIBRARY CARPET

ITB-COT 17-29
Pg. 1 of 1

Vendor Name:	Library Design Assoc. Inc.		
	Plymouth, MI		
Check #:	915901458		
Furnish all equipment, material and labor to remove and properly dispose of existing carpet and install new carpet in the Youth Services Area: Carpet shall be : Manufacturer- Tandus Centiva, Style- stack 9, Colors- Spray bloom & splash used together, Backing- Ethos dry, Size- 18' x 36', carpet shall be installed using the Vertical Ashlar Method.			
Proposal A: Install Thursday Night- Friday ONLY for Consecutive Weeks; as Necessary.			
Cost for LIFTING all materials stacks to complete carpet install (carpet installed under the stacks). Include in the LIFTING cost of the use of stack mover equipment:	\$98,332.00		
Cost for INSTALLATION without lifting material stacks (carpet installed around the stacks):	\$84,243.00		
Estimated Number of Hours Necessary to Complete Installation:	150		
Estimated Number of Days Necessary to Complete Installation:	10		
Proposal B: Install Consecutive Days: as Necessary			
Cost for LIFTING all materials stacks to complete carpet install (carpet installed under the stacks). Include in the LIFTING cost of the use of stack mover equipment:	\$98,332.00		
Cost for INSTALLATION without lifting material stacks (carpet installed around the stacks):	\$84,243.00		
Estimated Number of Hours Necessary to Complete Installation:	150		
Estimated Number of Days Necessary to Complete Installation:	5		
Contact Information:			
24 Hour Phone #:	(313) 806-7636		
Attended Pre Bid Meeting:	Y or N		
References:	Y or N		
Insurance Met:	Y or N		
Payment Terms:	Net 30 Days		
Warranty:	N		
Exceptions:	N		
Acknowledgement:	Y or N		
Questionnaire:	Y or N		
Forms:	Y or N		
Sole Bidder Meeting Specifications			

ATTEST:

Enna Bachelor
Sue Reisterer
Phillip Kwik

MaryBeth Murz
Purchasing Manager

In attendance and introduced - City of Troy Employees:

- Enna Bachelor, Buyer
- Emily Hudak, Librarian
- Meaghan Battle, Head of Youth Services
- Phillip Kwik, Assistant Library Director

Clarifications:

- Vendors were reminded to make sure that their bid deposit checks were included with their sealed bids in the amount of \$3,000.00. Bid deposit checks shall be made out to the "City of Troy."
- Wherever vinyl base is found in the area to be carpeted it must be replaced as a part of the carpet installation.
- The red and white ladder shelving (see attached) is to be considered modular furniture for the purposes of the bid and shall be removed from the area while carpet installation is taking place and returned to its position upon completion of installation.
- The tiled area in the Youth Services Section shall not be carpeted.
- The airlocks will not be carpeted.
- Vendors who desire another opportunity to access the Youth Services Section prior to submitting a bid may do so on Friday, September 8, 2017. Contact Meaghan Battle, at 248.524.3543 to schedule a time as the Library is closed to the public on Fridays.
- Vendors may assume that equal quantities of the carpet colors specified should be ordered. No specific patterns are to be used to indicate wayfinding or aisle ways. Carpet to be installed utilizing the vertical ashlar method as per the specifications of the bid.
- Pricing provided shall be as specified on the price sheet.
- As per the Scope of Work: Floor prep shall also include labor and materials for full skim coat to encapsulate old adhesive and provide for least amount of dust during floor prep process.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Request for Proposal and Specifications* for ITB-COT 17-29 CARPET – Troy Public Library. All other items in the original RFP (Request for Proposal) remain the same. This Addendum 1 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, SEPTEMBER 14, 2017 at 10:00 AM EST** in the office of the City Clerk.

COMPANY:

Library Design Assoc., Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE

Christopher J. de Bear

SIGNATURE:

[Signature]

ADDRESS:

1149 S. Main St.

Plymouth, MI 48170

DATE:

9/13/17



**CITY OF TROY
BID PROPOSAL**

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO PROVIDE AND INSTALL CARPET AT THE TROY PUBLIC LIBRARY** in accordance with the attached specifications, which are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Library Design Assoc. Inc.

The undersigned as bidder declares that he/she having examined the specifications and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, to complete the project in accordance with the contract documents and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

PROPOSAL: FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO PROVIDE AND INSTALL TANDUS CENTIVA CARPET AT THE TROY PUBLIC LIBRARY – YOUTH SERVICES SECTION.

NOTE:

Awarded bidder is responsible for all disposal of carpet and is responsible to provide dumpsters for removal.

IMPORTANT:

Measurements provided by the City are good faith estimates of the area to be carpeted. It is the vendor's responsibility to field measure and to also notify the City if there is any discrepancy with the estimated quantity as stated in the bid.

EST SQ FT.	CITY OF TROY LIBRARY - YOUTH SERVICES AREA	
9,943	Furnish all equipment, material and labor to remove and properly dispose of existing carpet and install new carpet in the <i>Youth Services Area</i>. Carpet shall be: Manufacturer - Tandus Centiva Style - Stack 9 Colors - Spray Bloom & Splash used together Backing - Ethos Dry Size - 18' x 36" Carpet shall be installed using the Vertical Ashlar Method.	
Proposal A	Install Thursday Night – Friday ONLY for <u>Consecutive</u> Weeks; as necessary.	TOTAL COST
	Cost for LIFTING all materials stacks to complete carpet install (carpet installed <i>under</i> the stacks). Include in the LIFTING Cost the Use of Stack Mover Equipment:	\$ 98,332.00
	Cost for INSTALLATION without Lifting Material Stacks (carpet installed <i>around</i> the stacks):	\$ 84,243.00
	Estimated Number of Hours necessary to complete installation:	150 Total Man Hours
	Estimated Number of Days necessary to complete installation:	10
Proposal B	Install Consecutive Days; as necessary.	TOTAL COST
	Cost for LIFTING all materials stacks to complete carpet install (carpet installed <i>under</i> the stacks). Include in the LIFTING Cost the Use of Stack Mover Equipment:	\$ 98,332.00
	Cost for INSTALLATION without Lifting Material Stacks (carpet installed <i>around</i> the stacks):	\$ 84,243.00
	Estimated Number of Hours necessary to complete installation:	150 Total Man Hours
	Estimated Number of Days necessary to complete installation:	5

COMPANY NAME: Library Design Assoc. Inc.

SCHEDULE OF VALUES:

A unit price schedule shall be attached to your bid document at the time of bid submission that indicates unit prices for all items and the labor to install them for items to be used during the course of the project. These rates will be used to determine the cost for any additional work required.

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

NOTE:

The vendor further declares that he/she has familiarized him/herself with the Troy Public Library, and the conditions under which the carpeting must be installed and completed. Bidder acknowledges that he has carefully examined the specifications, which he understands and accepts as sufficient for the purpose of this carpeting project.

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:

Phillip Kwik, Assistant Library Director at **(248) 619-7177** is the designated City Representative for this project.

MANDATORY SITE INSPECTION AND PRE-BID MEETING:

All bidders are required to examine the Library – Youth Services Area to determine the amount of work to be done in accordance with the bid specifications by attending the **MANDATORY PRE-BID MEETING** scheduled for **WEDNESDAY, SEPTEMBER 6, 2017 at 9:00 A.M.** EDT, located at the Troy Public Library, Conference Room, 510 West Big Beaver Troy, MI 48084. **An opportunity to view, inspect AND field measure the area will be provided during the Pre-Bid Meeting.**

- ☒ Our company attended the Mandatory Pre-Bid meeting C 2B
- ☐ Our company did not attend the Mandatory Pre-Bid meeting _____

Bids will not be considered from firms who did not attend the mandatory site inspection.

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 which is prejudicial to the interest of the City of Troy or fair competition.

LABOR:

Prevailing wages are not required for this project.

COMPANY NAME: Library Design Assoc. Inc.

AWARD:

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

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

COMPLETION DATE:

The awarded Contractor shall contact Phillip Kwik, Assistant Library Director at 248-619-7177 to coordinate move of supplies and materials to the work site upon City Council approval and issuance of Purchase Order in order to schedule the completion date. The City of Troy is the only party to this contract that may authorize amendment to the approved work schedule.

LIQUIDATED DAMAGES:

Time is considered to be the essence of the Contract. In the event the completion of the project shall be delayed beyond the time of completion for causes not due to the City of Troy Library, or for which a time extension has not been granted, the City of Troy shall be entitled to a fixed sum of \$300.00 as liquidated damages, for each and every calendar day during the continuance of such delay; and until the project has been completed. Deductions of such amounts will be made by City of Troy from any payments thereafter becoming due to the Contractor. It is understood and agreed that this deduction from the Contract amount is not assessed as a penalty against the Contract, but represents liquidated damages due City of Troy and is fixed on a per diem basis because of the difficulty of ascertaining with exactness actual damages sustained by City of Troy by virtue of the delayed Contract completion. Completion date for this entire project shall be determined upon Contract Award and as per the specific Library Timeline; which shall be detailed in the issued Purchase Order and Contract.

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.

PURCHASE ORDER:

After the Troy City Council has approved the award, 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 the specifications. A contract document will not be issued.

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. All subcontracts will need to be approved by the Purchasing Manager.

WORKMANSHIP AND INSPECTION:

All work under the resulting purchase order shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any employee from work that the City deems incompetent or careless.

Further, the City may, from time to time, make inspections of the work performed under the purchase order. Any inspection by the City does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

COMPANY NAME: Library Design Assoc. Inc.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid and delivery time. 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.

COMMERICAL WARRANTY/MANUFACTURER'S RECOMMENDATIONS:

The bidder agrees that supplies or services furnished shall be covered by the most favorable commercial warranties the bidder gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of the City upon delivery of said items and all rights and remedies stated in the warranties must be honored by the contractor or his manufacturer.

All items are new manufacture unless otherwise specifically stated or called for in the bid.

All products offered must have passed the first line quality standards as set by the manufacturer and no seconds, blemished articles, or items containing defective workmanship are included.

Warranty shall also cover any problems due to manufacturing and/or installation of the floor covering. Entire installation shall meet or exceed manufacturer specifications.

A copy of the warranty has been returned with the bid documents (☒) Yes (☐) No

QUESTIONNAIRE:

The attached questionnaire has been completed and returned with bid documents. (☒) Yes (☐) No

DELIVERY:

Materials and equipment are to be FOB delivered inside, freight paid to the work site once the project is to commence – Troy Public Library, 510 West big Beaver, Troy, MI 48083, Attn: Phillip Kwik. All delivered materials will be off loaded by the installer and stored in an area designated by the City.

PROGRESS PAYMENTS:

Partial payments shall be made at the discretion of the designated City Representative. The City of Troy reserves the right to withhold payments until acceptance of the portion of work completed which is being invoiced.

MANDATORY:

THE SUCCESSFUL BIDDER MUST HAVE EXPERIENCE WITH COMMERCIAL CARPET INSTALLATIONS PROJECTS.

Library Design Assoc., Inc. has 60+ (#) years of experience in the CARPET field.
(Company Name)

IMPORTANT:

Under normal circumstances, it is assumed that the carpet install will need to be scheduled around use of the Library and as per outlined hours of operation.

Normal Library business hours shall be taken into consideration:

Monday – Thursday	10 am – 9 pm
Friday	Closed
Saturday	10 am – 5 pm
Sunday	1 pm – 5 pm

COMPANY NAME: Library Design Assoc. Inc.

DESCRIPTIVE LITERATURE:

Please attach to your bid proposal any pertinent descriptive material relevant to the item bid.

CONTACT INFORMATION:

Hours of Operation: 8:00am-5:00pm 24 Hr. Phone No. (313)806-7636

Contact Person: Chris de Bear Title VP

Phone No.: 734-459-5000 Email: chris@librarydesign.com

BID INFORMATION CONTROLLING:

The City of Troy intends that all bidders have equal access to information relative to the bid, and that the bid contains adequate information. Part of the bid preparation has included discussions with selected prospective bidders; however each bidder shall prepare its bid based only on the information contained in the bid, notwithstanding any information that may have been previously provided. A prospective bidder noting any inconsistency between the information contained in the bid and any information previously provided should request clarification. No information communicated, either verbally or in writing, to or from a bidder shall be effective unless confirmed by written communication contained in the bid, an addendum to the bid, a request for clarification or written response thereto, or in the bid.

REFERENCES:

Please submit a list of **FIVE CUSTOMERS** who have had similar work performed by your company in the last five (5) years in the State of Michigan. Include the name of the company, the address, phone number, contact person, and email:

COMPANY: Farmington Community Library
ADDRESS: 32737 W. 12 Mile Rd Farmington Hills MI
PHONE: 248-848-4301 **CONTACT:** Elyse Streit, Director
EMAIL: elyse.streit@farmlib.org

COMPANY: Canton Public Library
ADDRESS: 1200 S. Canton Center Rd, Canton MI
PHONE: 734-394-1065 **CONTACT:** Eva Davis, Director
EMAIL: davis@cantonpl.org

COMPANY: Rochester Hills Public Library
ADDRESS: 500 Old Towne, Rochester MI
PHONE: 248-650-7122 **CONTACT:** Christine Hage, Director
EMAIL: christine.hage@rhpl.org

COMPANY: Northville District Library
ADDRESS: 212 West Cady St. Northville MI
PHONE: 248-349-3020, x206 **CONTACT:** Julie Herrin, Director
EMAIL: jherrin@northvillelibrary.org

COMPANY: East Lansing Public Library
ADDRESS: 950 Abbot Rd, East Lansing MI
PHONE: 517-420-0340 **CONTACT:** Kristin Shelley, Director
EMAIL: kshelley@cityofeastlansing.com

COMPANY NAME: Library Design Assoc., 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.

CONTRACT FORMS:

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

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeited 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.

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.

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: Library Design Assoc. 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: Library Design Assoc. 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: Library Design Assoc Inc.

SIGNATURE PAGE

PRICES:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:


christopher J. de Bear

NOTE:

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

TAX ID#: 38-2116919

COMPANY: Library Design Assoc. Inc.

ADDRESS: 1149 S. Main St. CITY: Plymouth STATE: MI ZIP: 48170

PHONE: (734) 459-5000 FAX NUMBER: (734) 459-6971

REPRESENTATIVE'S NAME: Christopher J. de Bear
(Print)

PAYMENT TERMS: Net 30 days WARRANTY: Must provide copy of warranty with bid proposal.

CHECK NUMBER: 915901548 COMPLETION DATE: varies depending on option

E-MAIL: chris@librarydesign.com Selected, see bid form and letter.

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 offer.

No exceptions, project bid exactly as specified

ACKNOWLEDGEMENT:

I, Christopher J. de Bear, 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, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

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.

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

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: Library Design Assoc. Inc.

TYPE OF ORGANIZATION: (Circle One)

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

If applicable:

FORMER FIRM NAME(S)

N/A

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

1. Your company is an authorized seller and installer for Tandus Centiva Carpet:

☒ Yes ☐ No

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

☐ Yes When: _____ ☒ No

3. How many years of experience do you have in installing Tandus Centiva brand carpet tiles?

10 Years

4. Will a certified trained installer be performing the installation work on this project?

☒ Yes ☐ No

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

Michigan Sales Tax Exemption # A38-2116919

6. Current Contracts:

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

Please see attached list of completed Public Library projects. We have open contracts with many of these libraries.

7. Provide an itemized list of your company's equipment to be used to complete this project.

See Attached Exhibit A

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

B3 Installation-moving, S.I. for carpet installation. All carpet and moving references are references for these sub-contractors.

9. Attach to your proposal response a project schedule (Label as "Exhibit A") based on starting the work within ten (10) days after receiving "Notification to Proceed". Please take into account the business hours for the library specified in the solicitation. Project Schedule should minimize disruption to library patrons and staff as much as possible and not take place during business hours.

See Attached Exhibit A.

10. Please describe your reclamation program and / or disposal method for the existing carpet.

Carpet will be disposed of in a landfill. If original manufacturer can be identified, we can investigate taking the carpet to the appropriate recycling facility. Cost of delivering material to recycling facility to be added to our bid.

11. Personnel who would be assigned to this project:

Include the name and title of the person(s) who will be supervising the work and will be responsible for "on the job" decisions.

TITLE	NAME	EXPERIENCE / YEARS
Vice President/owner	Christopher J. DeBear	37

12. What is the expected lead time on the carpet specified? General lead-time 4-6 weeks after receipt of order.

13. Does your firm have experience performing carpet installations in library settings?

X YES NO

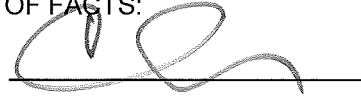
*That is all we do.

If yes, please provide the following information See references on page 6 and additional references on attached LDA letterhead reference list.

Name of Library	Contact Person	Phone No.	Year Installed

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:



Company:

Library Design Assoc. Inc.

Address:

1149 S. Main St.
Plymouth ME 48170
734-459-5000

Phone Number:

Representative's Name:

Christopher J. deBear
(Print)

Date:

9/13/17



ITB-COT 17-29 CARPET AND CARPET INSTALLATION FOR THE TROY PUBLIC LIBRARY

SCHEDULE OF VALUES

Your company **MUST** complete this form.

PRODUCTS:	UNIT OF MEASURE	UNIT COST
Spray Bloom or Splash	yard	\$ 36.00
		\$
		\$
		\$
SERVICES:	UNIT OF MEASURE	UNIT COST
Labor	Hour	\$ 66.00
		\$

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



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 Christopher J. de Beav, bearing the office title of VP
_____, 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:

~~_____
_____~~



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.

Library Design Assoc. Inc.
Name of Agency/Company/Firm (Please Print)
Christopher J. deBear
Name and title of authorized representative (Please Print)
[Signature] 9/13/17
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	Library Design Assoc. Inc.
Street Address	1149 S. Main St.
City	Plymouth
State, Zip	MI 48170
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2116919

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

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: _____

Christopher J. de Bear

Witness Signature: _____

Kathy Lomuscio

Printed Name of Witness: _____

Kathy Lomuscio



CITY OF TROY

OAKLAND COUNTY, MICHIGAN

NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Christopher John de Bear, being duly sworn deposed, says that he/she

(Print Full Name)

is Vice President. The party making the foregoing proposal or bid,

(State Official Capacity in Firm)

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

SIGNATURE OF PERSON SUBMITTING BID

Christi L. Birchmeier

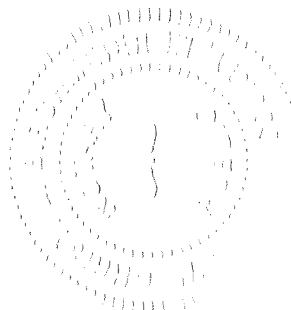
NOTARY'S SIGNATURE



Subscribed and sworn to before me this 13th day of September, 2017 in and for Wayne County.

My commission expires:

1/19/19



**MODULAR
LIFETIME LIMITED WARRANTY**

Modular styles with nylon face fiber are covered by a non-prorated Lifetime Limited Warranty issued by Tandus Centiva against excessive surface wear, edge ravel, zippering, resiliency loss of backing, and delamination of the secondary backing from the primary backing containing the face fiber. Lifetime is defined as the period of time during which the product is owned and maintained by the original end-use purchaser in the original indoor installation location. Tandus Centiva Modular products must be installed in accordance with the appropriate Modular Installation & Floor Preparation Instructions and must be maintained in accordance with Tandus Centiva care and maintenance guidelines. The use of Tandus Centiva primers and adhesives or approved alternatives is required. Failure to conform to these requirements will result in loss of limited warranty coverage.

Moisture and pH testing requirements and limitations are defined in the Tandus Centiva Modular Installation & Floor Preparation Instructions for each Modular product. Product or installation failure due to moisture or pH levels in excess of the limits set forth in these instructions is specifically excluded from limited warranty coverage.

Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected.

Soiling visibility is affected by colors and patterns. Information on optimizing your selection can be found at www.tandus-centiva.com. **Appearance retention is not covered by this limited warranty.**

Excessive surface wear means more than fifteen percent (15%) loss of pile fiber weight measured before and after use.

Resiliency loss means more than ten percent (10%) loss of backing resiliency calculated using average thickness measurements of the backing of the carpet before and after use. Since resiliency recovery is not immediate and may be influenced by temperature and other conditions, thickness must be measured only after a 72-hour conditioning period.

Modular products also carry a Lifetime Limited Warranty against excessive static electricity only when installed and maintained in accordance with Tandus Centiva approved procedures. Excessive static electricity means more than 3.0 kilovolts at a relative humidity of 20% and a room temperature of 70 degrees Fahrenheit.

If these products fail to perform as described in this limited warranty, the affected area will be repaired to meet the applicable Tandus Centiva limited warranty provisions. If repair is not commercially practical or possible, Tandus Centiva may, at its sole discretion, replace the affected area or refund the original Tandus Centiva invoice cost for the affected area. If repair or replacement is required, Tandus Centiva reserves the right to utilize an independent qualified labor provider or Tandus Centiva Field Technical personnel. Replacement will be made with a product of comparable cost from the current Tandus Centiva running line of products.

This limited warranty does not cover pile shading, pile crushing, tears, burns, cuts, pilling, matting, damage due to improper installation, improper use, improper maintenance, installation over irregular surfaces, point loads in excess of 150 pounds per square inch or any other damage not expressly covered above and is subject to the applicable Tandus Centiva product tolerances, which are available upon request. **This limited warranty does not cover damage resulting from improper installation or maintenance.** Liability of Tandus Centiva is limited to the actual repair or replacement of the affected area and does not cover incidental or consequential damages. Tandus Centiva is not responsible for any expenses incurred for removal of furniture, partitioning, temporary walls or other fixtures on or around the affected area of the carpet.

All Tandus Centiva Limited Warranty and Maintenance Information can be accessed at www.tandus-centiva.com or by dialing 800-248-2878.

THE BUYER AND/OR END USER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE MERCHANDISE SELECTED FOR A PARTICULAR APPLICATION. TANDUS CENTIVA SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PRODUCTS DAMAGED AS A RESULT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, OR OTHER CATASTROPHE, ACTS OF GOD, OR ANY CAUSE BEYOND THE CONTROL OF TANDUS CENTIVA.

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE MERCHANDISE DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY THE BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF TANDUS CENTIVA, EXCEPT AN OFFICER OF TANDUS CENTIVA, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN.

Invoice No. _____ Company Installed _____
Product(s) _____ Color _____
Project Name _____ Total Square Yards _____
Project Address _____
Specific Areas Surfaced _____
Date Installation Began _____ Date Installation Completed _____

Authorized Signature

Sworn to and subscribed before me,
This _____ day of _____ 2015



**LIBRARY
DESIGN
ASSOCIATES
INC.**

1149 South Main Street
Plymouth, Michigan 48170-2213

Telephone: (734) 459-5000
Telefax: (734) 459-6971

September 13, 2017

City of Troy
City Clerk
500 West Big Beaver Road
Troy, MI 48084

Subject: Carpet and Carpet Installation for Troy Public Library
ITB-COT 17-29

Please find enclosed our complete, to specification bid for the above referenced project. All items are bid as specified, no exceptions. Please see the following along with Exhibit A, all required forms, and past LDA reference information.

Libraries are our only business. We specialize in Project Management for new carpet/furniture/shelving moving projects. Please see the (5) references provided on the Bid Form as well as the full list of past projects. We will work with the City of Troy team to lead the coordination and timing of all carpet removal, floor prep, new carpeting, and moving.

We will use all of our Library specialized moving equipment, carts, and stack movers.

Please note that cutting around existing shelving results in a lot of wasted carpet tile. We recommend from past experience carpeting under everything. It looks much more complete and provides maximum flexibility for future floor plan changes.

The vinyl base we will provide will match the base LDA provided when the new cabinetry was installed in the Activity Room.

LDA provided most of the shelving in the Children's room, plus the new cabinetry and doors in the Activity Room. Our installers are authorized and factory trained to handle all of the furniture and shelving that needs to be relocated. Moving these items with inexperienced labor may result in damage, and also compromise the original manufacturer's warranties.

Bid is based on no asbestos tile material under any of the existing carpet, and no concrete moisture issues.

We look forward to working with you, and helping this go as smoothly as possible. Please let us know if you have any questions.

Sincerely,

Christopher J. de Bear
Vice President/Owner



**LIBRARY
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ASSOCIATES
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Plymouth, Michigan 48170-2213

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CARPET AND INSTALLATION FOR THE TROY PUBLIC LIBRARY

ITB-COT 17-29 CARPET - TROY PUBLIC LIBRARY

EXHIBIT A - PROJECT SCHEDULE

After notice to proceed, the order will be sent to Tandus for the specified carpet. General lead-time is 4-6 weeks. After we receive a factory completion date (which only takes a few days), we can put together a final project schedule. We typically allow 10-business days beyond the manufacturing ship date for transportation and any small unforeseen delays in production.

If you go with the consecutive day option we can be finished in approximately 5-days. If you choose to have the work done on only Fridays, we are looking at 10 consecutive weeks.

We have extensive experience coordinating carpet/furniture/shelving relocation projects for libraries, most often when the library tries to remain open. Ask our references, we can perform the work in a synchronized way with minimum inconvenience to staff and patrons.

We will use all of our specialized library furniture and shelving relocation equipment. Stack movers will be used to relocate any freestanding shelving possible, assuming you choose to re-carpet under everything. We recommend carpet under everything for best result and maximum flexibility.



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Carpeting, Book Moving, and Shelving Relocation Projects

Adrian District Library – Adrian, MI
Allendale Township Library – Allendale, MI
Almont District Library – Almont, MI
Andrews University – Berrien Springs, MI
Ann Arbor District Library – Ann Arbor, MI
Ann Arbor Public Library – Pittsfield Branch – Ann Arbor, MI
Armada Free Public Library – Armada, MI
Athens Community Library – Athens, MI
Auburn Hills Public Library – Auburn Hills, MI
Baker College of Auburn Hills – Auburn Hills, MI
Baker College of Cadillac – Cadillac, MI
Baker College of Clinton Township – Clinton Township, MI
Baldwin Public Library – Birmingham, MI
Benzie Shores District Library – Frankfort, MI
Blair Memorial Library – Clawson, MI
Brandon Township Public Library – Ortonville, MI
Canton Public Library – Canton, MI
Capital Area District Library – Dansville Library – Dansville, MI
Capital Area District Library – Haslett Branch – Haslett, MI
Capital Area District Library – Holt-Delhi Library – Holt, MI
Capital Area District Library – Main Branch – Lansing, MI
Capital Area District Library – Mason Branch – Mason, MI
Capital Area District Library – Okemos Library – Okemos, MI
Capital Area District Library – South Lansing Library – Lansing, MI
Caro Area District Library – Caro, MI
Charlotte Community Library – Charlotte, MI
Chelsea District Library – Chelsea, MI
City of Eastpointe Memorial Library – Eastpointe, MI
Clarkston Independence District Library – Clarkston, MI
Clinton Macomb Public Library – Main Branch – Clinton Township, MI
Clinton Macomb Public Library – South Branch – Clinton Township, MI
Clinton Township Public Library – Clinton, MI
Commerce Township Community Library – Commerce Township, MI
Constantine Township Library – Constantine, MI
Cromaine District Library – Hartland, MI
Davenport University – Warren Campus – Warren, MI
Detroit Catholic Central High School – Novi, MI
Detroit Institute of Arts – Detroit, MI
DeWitt District Library – DeWitt, MI
Dexter District Library – Dexter, MI
Dickinson Wright Law Firm – Troy, MI
East Lansing Public Library – East Lansing, MI
Farmington Branch Library – Farmington, MI
Farmington Community Library – Farmington Hills, MI
Ferndale Area District Library – Ferndale, MI
Flint Public Library – Flint, MI
Genesee District Library – Davison Branch – Davison, MI
Genesee District Library – Flushing Area Library – Flushing, MI
Genesee District Library – Grand Blanc-McFarlen Library – Grand Blanc, MI
Genesee District Library – Jack R. Winegarden Library – Fenton, MI
Genesee District Library – Main Branch – Flint, MI
Grace A. Dow Memorial Library – Midland, MI

Grand Ledge Area District Library – Grand Ledge, MI
 Grosse Pointe Public Library – Central Library – Grosse Pointe Farms, MI
 Grosse Pointe Public Library – Ewald Branch – Grosse Pointe Park, MI
 Grosse Pointe Public Library – Woods Branch – Grosse Pointe Woods, MI
 Hamburg Township Library – Hamburg, MI
 Hazel Park Memorial Library – Hazel Park, MI
 Henry Ford Centennial Library – Dearborn, MI
 Herrick District Library – Holland, MI
 Hillel Day School of Metro Detroit – Farmington Hills, MI
 Hillsdale College – Hillsdale, MI
 Holly Township Library – Holly, MI
 Holocaust Memorial Library – Farmington Hills, MI
 Houghton Lake Public Library – Houghton Lake, MI
 Howard Miller Library – Zeeland, MI
 Jackson District Library – Meijer Branch – Jackson, MI
 Lake Odessa Community Library – Lake Odessa, MI
 Library for the Blind and Physically Handicapped – Clinton Township, MI
 Livonia Public Library – Alfred Noble Library – Livonia, MI
 Livonia Public Library – Carl Sandburg Library – Livonia, MI
 Lyon Township Public Library – South Lyon, MI
 Macomb Community College – Center Campus – Clinton Township, MI
 Marian High School – Bloomfield Hills, MI
 Marshall District Library – Marshall, MI
 MERS – Lansing, MI
 Michigan State University Undergraduate Library – East Lansing, MI
 Michigan State University College of Law – East Lansing, MI
 Mid-Michigan Medical Center – Midland, MI
 Monroe County Library System – Bedford Branch – Temperance, MI
 Monroe County Library System – Daume Administration Building – Monroe, MI
 Monroe County Library System – Dundee Branch Library – Dundee, MI
 Monroe County Library System – Ellis Library & Reference Center – Monroe, MI
 Monroe County Library System – Ida Branch – Ida, MI
 Monroe County Library System – South Rockwood Branch – South Rockwood, MI
 Monroe County Library System – Summerfield-Petersburg Branch – Petersburg, MI
 Niles District Library – Niles, MI
 Northfield Township Area Library – Whitmore Lake, MI
 Northville District Library – Northville, MI
 Northwood University – Midland, MI
 Novi Public Library – Novi, MI
 Oak Arbor Church and School – Rochester, MI
 Oakland University Kresge Library – Rochester, MI
 Oakland University – School of Education – Rochester, MI
 Oak Park Public Library – Oak Park, MI
 Orion Township Public Library – Lake Orion, MI
 Otsego County Library – Gaylord, MI
 Otsego District Public Library – Otsego, MI
 Oxford Public Library – Oxford, MI
 Pace Academy – Southfield, MI
 Pentwater Township Library – Pentwater, MI
 Pinckney Community Public Library – Pinckney, MI
 Plymouth District Library – Plymouth, MI
 Pontiac Public Library – Pontiac, MI
 Potterville Benton Township District Library – Potterville, MI
 Public Libraries of Saginaw – Hoyt Library – Saginaw, MI
 Ray Township Public Library – Ray Township, MI
 Redford Township District Library – Redford, MI
 Rochester Hills Public Library – Rochester, MI
 Romeo District Library – Washington, MI
 Romulus Public Library – Romulus, MI
 Ruth Hughes Memorial District Library – Imlay City, MI
 Salem-South Lyon District Library – South Lyon, MI
 Schoolcraft Community Library – Schoolcraft, MI
 Schultz-Holmes Memorial Library – Blissfield, MI

Southfield Christian School – Southfield, MI
Southfield Public Library – Southfield, MI
Spring Arbor University – Spring Arbor, MI
Stair District Library – Morenci, MI
St. Clair County Public Library – Capac Branch, Capac, MI
St. Clair County Public Library – Ida Branch, Ida, MI
St. Clair County Public Library – Marine City Branch, Marine City, MI
St. Clair County Public Library – Port Huron, MI
T.A. Cutler Memorial Library – St. Louis, MI
Taylor Community Library – Taylor, MI
Taylor Parks Elementary School – Taylor, MI
Tecumseh Public Library – Tecumseh, MI
Thomas M. Cooley Law School – Ann Arbor, MI
Thomas M. Cooley Law School – Auburn Hills, MI
Thomas M. Cooley Law School – Grand Rapids, MI
Thomas M. Cooley Law School – Lansing, MI
Three Rivers Public Library – Three Rivers, MI
Troy Public Library – Troy, MI
University of Detroit Mercy - Law Library – Detroit, MI
University of Detroit Mercy – McNichols Campus – Detroit, MI
University of Michigan – Asia Library – Ann Arbor, MI
University of Michigan – Dearborn, MI
Van Buren District Library – Covert Branch – Covert, MI
Vicksburg District Library – Vicksburg, MI
Walled Lake City Library – Walled Lake, MI
Ward Church – Livonia, MI
Warren Public Library – Arthur J. Miller Branch – Warren, MI
Warren Public Library – Dorothy Busch Branch – Warren, MI
Washtenaw Community College – Ann Arbor, MI
Wayne County Community College – Eastern Campus – Detroit, MI
Wayne County Community College – Northwest Campus – Detroit, MI
Wayne State University – Health Sciences Library – Detroit, MI
Wayne State University – Undergraduate Library – Detroit, MI
West Bloomfield Township Public Library – West Bloomfield, MI
West Bloomfield Township Public Library – Westacres Branch – West Bloomfield, MI
Willard Public Library – Battle Creek, MI
Willard Public Library – Helen Warner Branch – Battle Creek, MI
Wixom Public Library – Wixom, MI
Ypsilanti District Library – Ypsilanti, MI
Ypsilanti District Library – Michigan Avenue Branch – Ypsilanti, MI
Ypsilanti District Library – Superior Branch – Ypsilanti, MI

JUNE 2017



**LIBRARY
DESIGN
ASSOCIATES
INC.**

1149 South Main Street
Plymouth, Michigan 48170-2213

Telephone: (734) 459-8000
Telefax: (734) 459-6971

DESIGN AND PLANNING CLIENTS

PUBLIC LIBRARIES

Addison Township Public Library – Leonard, Michigan
Adrian District Library – Adrian, Michigan
Allegan Public Library - Allegan, Michigan
Alma Public Library – Alma, Michigan
Almont District Library – Almont, Michigan
Alpena County Library - Alpena, Michigan
Ann Arbor Public Library, Northeast Branch – Ann Arbor, Michigan
Armada Public Library - Armada, Michigan
Athens Community Library – Athens, Michigan
Auburn Hills Public Library - Auburn Hills, Michigan
Avon Township Public Library - Rochester, Michigan
Baldwin Public Library - Birmingham, Michigan
Bay County Library System – Auburn Branch – Auburn, Michigan
Bay County Library System – Sage Branch – Bay City, Michigan
Benton Harbor Public Library - Benton Harbor, Michigan
Benzie Shores District Library – Frankfort, Michigan
Benzonia Public Library – Benzonia, Michigan
Beulah Public Library – Beulah, Michigan
Big Rapids Public Library – Big Rapids, Michigan
Blair Memorial Library – Clawson, Michigan
Brandon Township Public Library - Ortonville, Michigan
Brighton District Library - Brighton, Michigan
Brownstown Township Public Library - Brownstown, Michigan
Buchanan Public Library - Buchanan, Michigan
Cadillac-Wexford County Public Library – Cadillac, Michigan
Caledonia Branch Library - Caledonia, Michigan
Canton Public Library - Canton, Michigan
Capital Area District Library - Main Library - Lansing, Michigan
Capital Area District Library - Holt-Delhi Branch Library – Holt, Michigan
Capital Area District Library – Leslie Branch – Leslie, Michigan
Capital Area District Library - South Lansing Branch - Lansing, Michigan
Carleton Branch Library - Carleton, Michigan
Carl Sandburg Branch Library - Livonia, Michigan
Caro Area District Library – Caro, Michigan
Carson City Public Library – Carson City, Michigan
Cascade Township Library - Grand Rapids, Michigan
Cass District Library – Cassopolis, Michigan
Center Line Library - Center Line, Michigan
Charlotte Community Library - Charlotte, Michigan
Chelsea District Library – Chelsea, Michigan
Clarkston Independence District Library – Clarkston, Michigan
Claytor Branch Library - Saginaw, Michigan
Clinton-Macomb Library - Main Library – Clinton Township, Michigan

Clinton-Macomb Public Library - North Branch – Clinton Township, Michigan
 Clinton-Macomb Public Library - South Branch – Clinton Township, Michigan
 Clinton Township Public Library – Clinton, Michigan
 Coldwater Public Library - Coldwater, Michigan
 Commerce Township Community Library – Commerce Township, Michigan
 Comstock Township Library - Comstock, Michigan
 Constantine Township Library - Constantine, Michigan
 Crawford County Library – Frederic Township Branch - Frederic, Michigan
 Cromaine District Library - Hartland, Michigan
 Delton District Library - Delton, Michigan
 Detroit Public Library - Detroit, Michigan
 DeWitt District Library - DeWitt, Michigan
 Dexter District Library - Dexter, Michigan
 Dorr Township Library - Dorr, Michigan
 Dowagiac Public Library – Dowagiac, Michigan
 Dowling Public Library – Hastings, Michigan
 East Lansing Public Library - East Lansing, Michigan
 Eaton Rapids Public Library - Eaton Rapids, Michigan
 Eau Claire District Library – Eau Claire, Michigan
 Elsie Public Library - Elsie, Michigan
 Farmington Branch Library - Farmington, Michigan
 Farmington Community Library - Farmington Hills, Michigan
 Ferndale Public Library – Ferndale, Michigan
 Flat Rock Public Library - Flat Rock, Michigan
 Flint Public Library - Flint, Michigan
 Frankenmuth Public Library - Frankenmuth, Michigan
 Gaines Township Library - Cutlerville, Michigan
 Galesburg-Charleston Memorial District Library – Galesburg, Michigan
 Genesee District Library – Flint, Michigan
 Genesee District Library - Grand Blanc Public Library - Grand Blanc, Michigan
 Genesee District Library – Jack Winegarden Library – Fenton, Michigan
 Georgetown Township Public Library - Jenison, Michigan
 Gladwin County District Library – Gladwin, Michigan
 Grace A. Dow Memorial Library - Midland, Michigan
 Grand Rapids Public Library - Grand Rapids, Michigan
 Grandville Public Library - Grandville, Michigan
 Grosse Pointe Public Library – Grosse Pointe Farms, Michigan
 Hadley Township Library - Hadley, Michigan
 Hamburg Township Library – Hamburg, Michigan
 Harper Woods Public Library - Harper Woods, Michigan
 Hazel Park Memorial Library - Hazel Park, Michigan
 Helena Township Public Library – Alden, Michigan
 Henry Ford Centennial Library – Dearborn, Michigan
 Herrick District Library – Holland, Michigan
 Holly Township Library – Holly, Michigan
 Home Township Library – Edmore, Michigan
 Houghton Lake Public Library - Houghton Lake, Michigan
 Howard Miller Public Library – Zeeland, Michigan
 Indianfields Township Library - Caro, Michigan
 Jackson District Library – Eastern Branch - Jackson, Michigan
 Jackson District Library – Main Library - Jackson, Michigan
 Kalamazoo Public Library - Kalamazoo, Michigan
 Kentwood Public Library - Kentwood, Michigan
 Lake Odessa Community Library – Lake Odessa, Michigan

Lansing Public Library - Lansing, Michigan
 Lapeer County Library - De Angeli Branch - Lapeer, Michigan
 Lapeer County Library - Metamora Branch - Metamora, Michigan
 Lawton Public Library - Lawton, Michigan
 Les Cheneaux Community Library - Cedarville, Michigan
 Leslie Community Library - Leslie, Michigan
 Library of Michigan – Lansing, Michigan
 Litchfield District Library – Litchfield, Michigan
 Livonia Public Library - Livonia, Michigan
 Lyon Township Public Library – South Lyon, Michigan
 Macomb County Library for the Blind and Physically Handicap – Clinton, Michigan
 Marshall District Library – Marshall, Michigan
 Marysville Public Library - Marysville, Michigan
 McKay Library - Augusta, Michigan
 Milford Public Library - Milford, Michigan
 Monroe County Library System – Bedford Branch – Bedford, Michigan
 Monroe County Library System – Carleton Branch – Carleton, Michigan
 Monroe County Library System – Daume Administration Building – Monroe, Michigan
 Monroe County Library System – South Rockwood Branch Library – South Rockwood, Michigan
 Monroe County Library System - Summerfield-Petersburg Branch Library – Petersburg, Michigan
 Mount Pleasant Public Library - Mount Pleasant, Michigan
 Niles District Library - Niles, Michigan
 Northeast Ottawa District Library - Coopersville, Michigan
 Northville District Library - Northville, Michigan
 Norton Shores Public Library - Muskegon, Michigan
 Novi Public Library – Novi, Michigan
 Orion Township Public Library - Lake Orion, Michigan
 Otsego County Library - Gaylord, Michigan
 Otsego District Public Library - Otsego, Michigan
 Oxford Public Library – Oxford, Michigan
 Parchment Community Library - Parchment, Michigan
 Paw Paw District Library - Paw Paw, Michigan
 Peninsula Community Library – Traverse City, Michigan
 Pentwater Township Library - Pentwater, Michigan
 Petoskey Public Library – Petoskey, Michigan
 Pinckney Community Public Library – Pinckney, Michigan
 Plainfield Township Library - Plainfield, Michigan
 Plainwell Public Library - Plainwell, Michigan
 Plymouth District Library - Plymouth, Michigan
 Pontiac Public Library – Pontiac, Michigan
 Pontiac Public Library/Junior League of Birmingham - Birmingham, Michigan
 Portage Public Library - Portage, Michigan
 Potterville Benton Township District Library – Potterville, Michigan
 Public Libraries of Saginaw - Butman-Fish Branch Library - Saginaw, Michigan
 Public Libraries of Saginaw – Claytor Branch – Saginaw, Michigan
 Public Libraries of Saginaw – Hoyt Library - Saginaw, Michigan
 Public Libraries of Saginaw – Rudolph C. Zauel Memorial Library – Saginaw, Michigan
 Rawson Memorial Library – Cass City, Michigan
 Ray Township Public Library – Ray Township, Michigan
 Redford Township Public Library - Redford, Michigan
 Riverview Public Library - Riverview, Michigan
 Rochester Hills Public Library – Rochester, Michigan
 Rockford Public Library - Rockford, Michigan
 Romeo District Library - Washington Township, Michigan

Romeo District Library - Kezar Branch - Romeo, Michigan
 Romulus Public Library – Romulus, Michigan
 Ruth Hughes Memorial District Library – Imlay City, Michigan
 Salem-South Lyon District Library – South Lyon, Michigan
 Salem Township Library - Burnips, Michigan
 Saugatuck-Douglas District Library – Douglas, Michigan
 Schoolcraft Community Library – Schoolcraft, Michigan
 Schultz-Holmes Memorial Library – Blissfield, Michigan
 Shelby Township Library - Utica, Michigan
 Southfield Public Library – Southfield, Michigan
 South Haven Memorial Library – South Haven, Michigan
 Sparta Township Library - Sparta, Michigan
 St. Clair County Library - Port Huron, Michigan
 St. Clair County Library - Capac Branch – Capac, Michigan
 St. Clair County Library - Memphis Branch – Memphis, Michigan
 St. Clair Shores Public Library - St. Clair Shores, Michigan
 Stair Public Library – Morenci, Michigan
 Sterling Heights Public Library - Sterling Heights, Michigan
 St. Ignace Public Library - St. Ignace, Michigan
 Suttons Bay Bingham District Library – Suttons Bay, Michigan
 T.A. Cutler Memorial Library – St. Louis, Michigan
 Taylor Community Library - Taylor, Michigan
 Tecumseh District Library – Tecumseh, Michigan
 Theodore A. Cutler Memorial Library – St. Louis, Michigan
 Thomas Township Public Library - Saginaw, Michigan
 Thompson Home Public Library - Ithaca, Michigan
 Three Rivers Public Library – Three Rivers, Michigan
 Trenton Veterans Memorial Library - Trenton, Michigan
 Troy Public Library - Troy, Michigan
 Tuscarawas County Library – Tuscarawas Branch
 Tuscarawas County Library – Sugarcreek Branch
 Van Buren District Library - Decatur, Michigan
 Van Buren District Library - Antwerp Sunshine Branch Library - Mattawan, Michigan
 Van Buren District Library - Covert Branch Library – Covert, Michigan
 Van Buren District Library - Lawrence Branch Library – Lawrence, Michigan
 Van Buren District Library - Bangor Branch Library – Bangor, Michigan
 Van Buren District Library - Bloomingdale Branch Library – Bloomingdale, Michigan
 Vicksburg Public Library - Vicksburg, Michigan
 Walled Lake City Library – Walled Lake, Michigan
 Warren Civic Center Library – Warren, Michigan
 Waterford Township Public Library - Waterford, Michigan
 West Bloomfield Township Library - West Bloomfield, Michigan
 West Bloomfield Township Library - Westacres Branch Library - West Bloomfield, Michigan
 White Lake Township Library – White Lake, Michigan
 Willard Public Library - Battle Creek, Michigan
 Willard Public Library - Helen Warner Branch - Battle Creek, Michigan
 William P. Faust Memorial – Westland, Michigan
 Wixom Public Library – Wixom, Michigan
 Ypsilanti District Library – Ypsilanti, Michigan

August 2017



CITY COUNCIL AGENDA ITEM

Date: September 18, 2017

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic & Community Development
Kurt Bovensiep, Public Works Director
MaryBeth Murz, Purchasing Manager
Cathy Russ, Library Director
Meaghan Battle, Library Youth Head
Phillip Kwik, Assistant Library Director

Subject: Standard Purchasing Resolution 2 - Sole Bidder Meeting Specifications - New Carpeting Youth Area – Troy Public Library

History

- The Library has always strived to maintain a safe, sanitary environment that is aesthetically pleasing,
- The carpet in the Library's Youth area was installed in 1999, with additional stock purchased in 2002 for tile replacement, as needed.
- Over the past 18 years, approximately 4 million patrons have visited the Library Youth area. Regular vacuuming, consistent carpet cleanings, and spot treatments have maintained the carpet until this time.
- The cumulative effects of high foot traffic, spills, ground in dirt, and allergens over two decades of use have contributed to the current carpet reaching the end of its natural life.
- In addition, over time, the joints between the walls and concrete floor in the area have deteriorated, and need to be remediated.
- In the 2017/2018 fiscal year, the Library budgeted \$150,000 in capital improvements for the Youth area, including new carpeting, painting, better sound proofing and other enhancements.

Purchasing

- On September 14, 2017, a bid opening was conducted as required by the City Charter/Code for the purchase and installation of carpet at the Troy Public Library. The bid was posted on the Michigan Intergovernmental Trade Network (MITN) website; www.mitn.info.
- To ensure clear understanding of the solicitation requirements, potential bidders were required to attend a mandatory pre-bid meeting and walk through held on September 6, 2017. There were five (5) companies in attendance.
- One (1) bid response was received.
- Firms who attended the pre-bid meeting were contacted to determine why they did not submit a bid but none of the companies responded to our inquiry.



CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- The time constraints for when work could be performed to minimize disruption to the public, the complex nature of the bid requirements, including the need to move/lift book shelving as well as the requirement for joint work to be performed, are thought to factor into the decision of firms not to submit a bid.
- It is recommended to award the contract to the sole bidder, *Library Design Associates, Inc.* to provide and install the carpet which also includes 'attic carpet stock' in the Library's youth area.
- *Library Design Associates* is experienced with projects specific to Libraries and also recently successfully completed the Millwork renovation in the Library's youth area.

Companies notified via MITN	897
Troy Companies notified via MITN	2
Troy Companies - Active email Notification	0
Troy Companies - Active Free	0
Companies that viewed the bid	14
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

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

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

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

Financial

This project was budgeted in the Library's Capital Projects fund for 2017/2018 in the amount of \$150,000. The project will be completed during the 2017/2018 fiscal year. The Project# is 2018C0046 - LIB - Upgrade Youth Services.

Recommendation

City Management recommends awarding a contract to furnish and install carpet in the Library's Youth Services Area to the sole bidder meeting specifications, *Library Design Associates, Inc. of Plymouth, MI* at the price as detailed in the bid tabulation opened on September 14, 2017 for an estimated total cost of \$98,332.00.

Opening date: 9/14/2017
Reviewed date: 9/18/2017

CITY OF TROY
BID TABULATION
LIBRARY CARPET

ITB-COT 17-29
Pg. 1 of 1

Vendor Name:	Library Design Assoc. Inc.		
	Plymouth, MI		
Check #:	915901458		

Furnish all equipment, material and labor to remove and properly dispose of existing carpet and install new carpet in the Youth Services Area: Carpet shall be : Manufacturer- Tandus Centiva, Style- stack 9, Colors- Spray bloom & splash used together, Backing- Ethos dry, Size- 18' x 36', carpet shall be installed using the Vertical Ashlar Method.

Proposal A: Install Thursday Night- Friday ONLY for Consecutive Weeks; as Necessary.

Cost for LIFTING all materials stacks to complete carpet install (carpet installed under the stacks). Include in the LIFTING cost of the use of stack mover equipment:	\$98,332.00		
Cost for INSTALLATION without lifting material stacks (carpet installed around the stacks):	\$84,243.00		
Estimated Number of Hours Necessary to Complete Installation:	150		
Estimated Number of Days Necessary to Complete Installation:	10		

Proposal B: Install Consecutive Days: as Necessary

Cost for LIFTING all materials stacks to complete carpet install (carpet installed under the stacks). Include in the LIFTING cost of the use of stack mover equipment:	\$98,332.00		
Cost for INSTALLATION without lifting material stacks (carpet installed around the stacks):	\$84,243.00		
Estimated Number of Hours Necessary to Complete Installation:	150		
Estimated Number of Days Necessary to Complete Installation:	5		

Contact Information:			
24 Hour Phone #:	(313) 806-7636		
Attended Pre Bid Meeting:	Y or N	Y	
References:	Y or N	Y	
Insurance Met:	Y or N	Y	
Payment Terms:		Net 30 Days	
Warranty:		N	
Exceptions:		N	
Acknowledgement:	Y or N	Y	
Questionnaire:	Y or N	Y	
Forms:	Y or N	Y	

Sole Bidder Meeting Specifications

ATTEST:
Enna Bachelor
Sue Reisterer
Phillip Kwik


MaryBeth Murz,
Purchasing Manager

STANDARD PURCHASING RESOLUTION 2 – Sole Bidder Meeting Specifications

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish and install carpet in the Library's Youth Services Area to the sole bidder meeting specifications, *Library Design Associates, Inc. of Plymouth, MI* for an estimated total cost of \$98,332.00 as detailed and contained in the bid tabulation opened September 14, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, that the contract is CONTINGENT upon contractor's submission of properly executed bid and contract documents, including insurance certificates, and all other specified requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/17

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 FINN'S INSURANCE 483 Little Lake Drive Ann Arbor, MI 48103		CONTACT NAME: PHONE (A/C No. Ext): (734) 668-4050 FAX (A/C No.): (734) 668-1860 E-MAIL ADDRESS: robert@finnsins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HARTFORD	
		INSURER B: HOME-OWNERS	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y		35 SBA IS5768	09/07/17	09/07/18	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY	Y		4814865000	09/07/17	09/07/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
A	☒ UMBRELLA LIAB			35 SBA IS5768	09/07/17	09/07/18	EACH OCCURRENCE \$ 3,000,000	
	☐ EXCESS LIAB						☒ OCCUR	AGGREGATE \$ 3,000,000
	☐ CLAIMS-MADE							\$
	DED RETENTION \$ 10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	35 WEC LW3204	09/07/17	09/07/18	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

ADDITIONAL INSURED FOR GENERAL LIABILITY, INCLUDING PRODUCTS AND COMPLETED OPERATIONS, (FORM: SS 00 08 04 05) PER WRITTEN CONTRACT AND AUTO LIABILITY (FORM 58504): CITY OF TROY 500 W BIG BEAVER TROY, MI 48084 INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, BOARDS, COMMISSIONS AND/OR AUTHORITIES AND COUNCIL MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF. GENERAL LIABILITY POLICY IS PRIMARY AND NON CONTRIBUTORY (FORM SS 00 08 04 05) PER WRITTEN CONTRACT. POLICIES INCLUDE A 30-DAY NOTICE OF CANCELLATION.

CERTIFICATE HOLDER

CANCELLATION

CITY OF TROY
500 W BIG BEAVER
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

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BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured 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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "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), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (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 (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "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), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), 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 the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) 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;

- (e) 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;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) 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
- (h) "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:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) 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.
- (2) 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.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "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 failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "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:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; 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.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "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).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 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 operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, 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 the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "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;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless 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;

- (e) 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;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) 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

- (h) "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:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) 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.

- (2) 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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

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

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from
 computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

Home-Owners Insurance Company

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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Home-Owners Insurance Company

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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