

I-8 Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specification – Niles-Barnard House Renovation (*Introduced by: Kurt Bovensiep, Public Works Director*)

Resolution #2019-11-143

Moved by Hodorek
Seconded by Hamilton

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the renovation of the Niles-Barnard House to *Cedroni Associates Inc., of Utica, MI*, for an estimated total cost of \$454,500, which includes the acceptance of alternates 1-4.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** to expend up to an additional \$164,175, which includes a 15% contingency and inspection, testing, and design fees.

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

Yes: All-7
No: None

MOTION CARRIED

PURCHASE ORDER

No. 2020-00000835

DATE: 12/12/2019

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
60 WEST WATTLES ROAD
TROY, MI 48098

Bill To

CITY OF TROY
Building Operations
4693 ROCHESTER ROAD
TROY, MI 48085

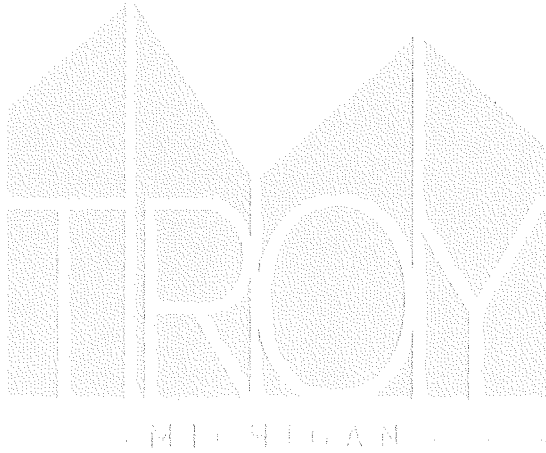
COUNCIL RESOLUTION
2019-11-143

VENDOR NO. 123393

Vendor

CEDRONI ASSOCIATES INC
5639 AUBURN
UTICA, MI 48318

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Niles Barnard Renovation - Base Bid with Alternates 1-4 Provide all materials and labor for the renovation of the Niles Barnard House as per all bid specifications and in accordance with ITB-COT 19-45.	454,500.0000	\$454,500.00



Entered By: MaryBeth Murz

\$454,500.00

Special Instructions:

CITY COUNCIL AWARD DATE: NOVEMBER 25, 2019. CERTIFICATE OF INSURANCE and ENDORSEMENTS SHALL BE ON FILE FOR DURATION OF PROJECT.

TERMS & CONDITIONS

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

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

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

MaryBeth Murz

PURCHASE ORDER

No. 2020-00000836

DATE: 12/12/2019

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
60 WEST WATTLES ROAD
TROY, MI 48098

Bill To

CITY OF TROY
Building Operations
4693 ROCHESTER ROAD
TROY, MI 48085

VENDOR NO. 109242

CONFIRMING ONLY

COUNCIL RESOLUTION

2019-11-143

CONTRACT #

2018-90000003

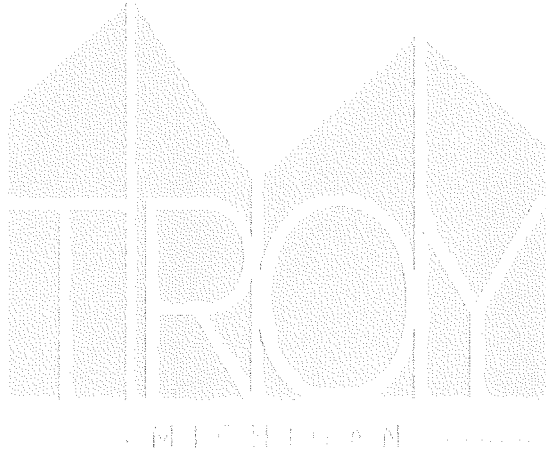
INSTRUCTIONS

Return to Department

Vendor

OHM ENGINEERING ADVISORS
34000 PLYMOUTH ROAD
LIVONIA, MI 48150

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Not-To-Exceed	Niles Barnard Design and Construction Admin Services	83,000.0000	\$83,000.00



Entered By: MaryBeth Murz

\$83,000.00

Special Instructions:

CITY COUNCIL AWARD DATE: NOVEMBER 25, 2019.

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

MaryBeth Murz

Opening Date: 11/07/2019
 Date Reviewed: 11/07/2019

CITY OF TROY
 BID TABULATION
 Niles Barnard House Renovation

ITB-COT 19-45
 Page 1 of 2

VENDOR NAME:	Cedroni Associates, Inc.	North American Construction Enterprises, LLC	Usztan LLC
CITY:	Utica, MI	St.Clair Shores, MI	Auburn Hills, MI
CHECK #:	2013530321	2019878	9411616676
CHECK AMOUNT:	10,000.00	\$10,000.00	10,000.00

PROPOSAL: A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

Base Bid Price:	\$475,000.00	\$599,000.00	\$870,000.00
DISCOUNT offered if also awarded ITB-COT 19-46 Sylvan Glen Pro Shop Renovation	No Discount	No Discount	No Discount
ALTERNATE #1 Windows in existing building			
ADD or DEDUCT or NO CHANGE or NOT APPLICABLE	-\$25,000.00	\$35,000.00	-\$50,000.00
Calendar days to add or deduct to the Contract Time for the Alternate.	0	0	0
ALTERNATE #2 Pex/Brass Fittings			
ADD or DEDUCT or NO CHANGE or NOT APPLICABLE	-\$3,000.00	-\$2,000.00	-\$1,000.00
Calendar days to add or deduct to the Contract Time for the Alternate.	0	0	0
ALTERNATE #3 Cultured Stone Base			
ADD or DEDUCT or NO CHANGE or NOT APPLICABLE	\$5,000.00	\$5,500.00	\$4,000.00
Calendar days to add or deduct to the Contract Time for the Alternate.	0	0	0
ALTERNATE #4 Interior Base and Crown Molding			
ADD or DEDUCT or NO CHANGE or NOT APPLICABLE	\$2,500.00	\$10,600.00	\$20,000.00
Calendar days to add or deduct to the Contract Time for the Alternate.	0	0	0
Estimated Total With Alternates:			

Opening Date: 11/07/2019
 Date Reviewed: 11/07/2019

CITY OF TROY
 BID TABULATION
 Niles Barnard House Renovation

VENDOR NAME:	Cedroni Associates, Inc.	North American Construction Enterprises, LLC	Usztan LLC
CITY:	Utica, MI	St.Clair Shores, MI	Auburn Hills, MI

Prime Bidder Historic Qualifications, if any:

Does Prime Bidder have experience with historic building projects?	Y or N	Y	Y	Y
Prime Bidder attended Pre-Bid meeting?	Y or N	Blank	Y	Y

Historic Door Restoration Subcontractor Qualifications, if any:

Does Door Restoration Subcontractor have historic door restoration experience?	Y or N	Blank	Y	Y
Name of Subcontractor:		Blank	N.A.C.E.- Cleminson Hall Renovation- Grosse Pointe South	Blank
Did Subcontractor attend pre-bid meeting?	Y or N	Blank	Y	Y

Historic Window Restoration Subcontractor Qualifications, if any:

Window Restoration Subcontractor historic window restoration experience?	Y or N	Blank	Y	Y
Name of Subcontractor:		Blank	N.A.C.E.- Cleminson Hall Renovation- Grosse Pointe South	MIHM Enterprises
Did Subcontractor attend pre-bid meeting?	Y or N	Blank	Y	Y
Hours of Operation:		8AM-5PM	9AM-5PM M-SAT	730AM-330PM
24 Hr. Contact Phone #:		586-254-7778	888-532-9973	248-332-7452
Proposed Payment Schedule:		Monthly draw on work completed	30 Days	One Monthly Draw
References:	Y or N	Y	Y	Y
Can Meet Insurance:	Y or N	Y	Blank	Y
Completion Date:		June 30,2020	June 30,2020	June 30,2020
Payment Terms:		Monthly	30 Days	18 Days From Draw
Warranty:		18 Months	1 Year	1 Year
Exceptions:	Y or N	N	N	N
Acknowledgement:	Y or N	Y	Y	Y
Forms:	Y or N	Y	Y	Y

One (1) Late Bid Received

ATTEST:

 Laura Campbell

 Sue Reisterer

 Jackie Ahlstrom

 MaryBeth Murz,
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 19-45
Page 1 of 10

The undersigned proposes to complete the **NILES BARNARD RENOVATION AT TROY HISTORIC VILLAGE** in accordance with the attached bid specifications, diagrams and site maps that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Cedroni Associates, Inc

The bid document contains the following sections:

Instructions to Bidders (2 pages)	Specifications (319 pages) - Attachment
Bid Proposal (10 pages)	Drawings (51 pages) - Attachment
Forms (8 forms)	Sample Insurance Certificate (4 pages)
Public Act 57 (2 pages)	Statement of No Bid (1 page)
Consent of Surety - Sample (1 page)	

PROPOSALS: The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of the renovation of the Niles-Barnard House in Troy, Michigan.

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

1. Abatement of asbestos and lead in existing area of work identified on drawings. No work is to be completed on second floor unless required to complete work identified in contract documents. Scope of Work to include methods of abatement permissible by state law by accredited and certified company performing work.
2. Exterior renovation improvements included refurbishment of windows, doors, and siding along with installation of insulation in exterior walls. Construction of building addition to complement the existing building, along with landings at exterior doors.
3. Renovation of existing first floor includes refurbishment of doors, along with new finish installations through. A new central stair for basement access to be provided.
4. Mechanical, Electrical and Plumbing upgrades and replacement of fixtures as indicated on drawings.
5. Structural reinforcement of existing floor joints.

THE BIDDER'S ATTENDANCE AT THE SCHEDULED PREBID SITE VISIT IS A REQUIREMENT FOR SUBMITTING A BID PROPOSAL.

Site work will be provided by the City of Troy, MI concurrent with the work covered by this bid.

BID PROPOSAL: A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

BASE BID: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described and/or shown on the drawings and as per all bid specifications.

BASE BID PRICE: \$ 475,000

DISCOUNT offered if also awarded ITB-COT 19-46 Sylvan Glen Pro Shop Renovation?

_____ Yes X No
If Discount is offered: Deduct: \$ _____

ALTERNATES DESCRIPTION:

- A. Alternates added to or deducted from the Base Bid if particular alternates are accepted by the City of Troy shall include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus- Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the Alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE".
- C. If the Alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE".
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. The City of Troy reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the City of Troy shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

ALTERNATE #1

Windows in existing building

ADD _____ DEDUCT: 25,000 NO CHANGE: X NOT APPLICABLE: _____

ADD _____ DEDUCT: _____ calendar days to adjust the Contract Time for the Alternate.

ALTERNATE #2

Pex/Brass Fittings

ADD _____ DEDUCT: 3,000 NO CHANGE: X NOT APPLICABLE: _____

ADD _____ DEDUCT: _____ Calendar days to adjust the Contract Time for the Alternate.

ALTERNATES (continued):

ALTERNATE #3

Cultured Stone Base

ADD 5000 DEDUCT: _____ NO CHANGE: NOT APPLICABLE: _____
ADD _____ DEDUCT: _____ calendar days to adjust the Contract Time for the Alternate.

ALTERNATE #4

Interior Base and Crown Molding

ADD 7500 DEDUCT: _____ NO CHANGE: NOT APPLICABLE: _____
ADD _____ DEDUCT: _____ calendar days to adjust the Contract Time for the Alternate.

REQUIRED: Prime Bidder attended Pre-Bid meeting? YES NO

Prime Bidder Historic Qualifications, if any:

Does Prime Bidder have experience with historic building projects? Check YES or NO below.
 YES NO

Historic Door Restoration Subcontractor Qualifications, if any:

Does Door Restoration Subcontractor have historic door restoration experience? Check YES or NO below:
 YES NO

Name of Subcontractor: _____

Did Subcontractor attended pre-bid meeting? YES NO

Historic Window Restoration Subcontractor Qualifications, if any:

Does Window Restoration Subcontractor historic window restoration experience? Check YES or NO below.
 YES NO

Name of Subcontractor: _____

Did Subcontractor attended pre-bid meeting? YES NO



MANDATORY PRE-BID MEETING:

A Mandatory Pre-Bid Meeting will be held on Monday October 7, 2019 at 2:30 pm at the Troy Historic Village 60 W. Wattles Road, Troy, Michigan 48098. Meet in the Niles Barnard House. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. There will be an opportunity to view the Niles Barnard house.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Christopher Ozog, Project Manager at (734) 466-4475 or Christopher.ozog@ohm-advisors.com between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

SITE INSPECTIONS:

All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

PERMITS:

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said permits will be waived.

BID DEPOSIT AND FORFEITURE:

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

AWARD:

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

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

DOWNPAYMENTS AND PREPAYMENTS:

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

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the Troy Historic Village work site.

CONTACT INFORMATION:

Hours of operation: 8:00 am - 5:00 pm 24 Hr. Contact Phone No. (586) 254-7778
COMPANY NAME: Cedroni Associates, Inc

LOCAL PREFERENCE:

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

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

CONTRACT FORMS:

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

CONTRACT TERMINATION: The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. The Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment

Schedule MONTHLY DRAW ON WORK COMPLETED

(Please submit an attachment identified as _____ if more space is necessary.)

COMPANY NAME: Cedroni Associates, Inc

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years.

COMPANY: Clyde Township
ADDRESS: 3350 Vincent Road, North Street, MI 48049
PHONE: (810)985-7258 CONTACT: Ernie Manoleas
EMAIL: erniem@clydetownshipscc.org

COMPANY: TMP Architecture
ADDRESS: 1191 W Square Lake Rd, Bloomfield Hills, MI 48302
PHONE: (248)338-4561 CONTACT: Franco Antonnicola
EMAIL: fantonicola@tmp-architecture.com

COMPANY: Tetra Tech, Inc
ADDRESS: 1005 River Street, Suite 1, Port Huron, MI 48079
PHONE: (810)856-9300 CONTACT: Jeri Decator
EMAIL: Jeri.Decator@tetrattech.com

MICHIGAN CONSTRUCTION LIEN ACT:

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

PUBLIC ACT 57:

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

BOND SUBMITTAL:

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

SUBCONTRACTORS:

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

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

COMPLETION SCHEDULE:

The work shall commence upon City Council Approval. A preliminary work schedule is attached as reference. A final construction schedule shall be developed by the awarded contractor and shall be included in the bid response for reference by the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **Substantial Completion Date: MAY 29, 2020. Final Completion Date: JUNE 30, 2020.**

IMPORTANT INFORMATION:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

PREVAILING WAGES:

This is not a Prevailing Wage project.

COMPANY NAME: Cedroni Associates, 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: Cedroni Associates, 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.

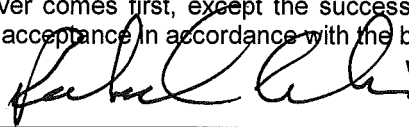
COMPANY NAME: Cedroni Associates, Inc

SIGNATURE PAGE

PRICES:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



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: 38-1916970

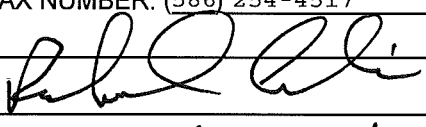
COMPANY: Cedroni Associates, Inc

ADDRESS: 5639 Auburn Road CITY: Utica STATE: MI ZIP: 48317

PHONE: (586) 254-7778 FAX NUMBER: (586) 254-4517

REPRESENTATIVE NAME: Richard Cedroni

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



PAYMENT TERMS: MONTHLY WARRANTY: 18 MONTH

CHECK INCLUDED: Yes COMPLETION: June 30, 2020

EMAIL: mail@cedroni.biz

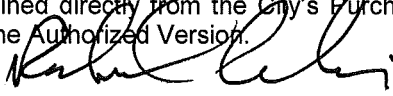
EXCEPTIONS:

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

ACKNOWLEDGEMENT:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



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

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

US FUNDS: All prices are to be quoted in U. S. Currency.



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

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

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

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 7th day of November, 2019 in and for
Macomb County.

My commission expires:

May 6, 2025



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 MI for whom Richard Cedroni, bearing the office title of President, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

<hr/>	<hr/>
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~~AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

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**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	Cedroni Associates, Inc
Street Address	5639 Auburn Road
City	Utica
State, Zip	Michigan, 48317
Corporate I.D. Number/State	800176111/MI
Taxpayer I.D. #	38-1916970

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: Richard Cedroni

Witness Signature: 

Printed Name of Witness: Brian Lundberg



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

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

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

Cedroni Associates, Inc

Name of Agency/Company/Firm (Please Print)

Richard Cedroni, President

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date November 7, 2019

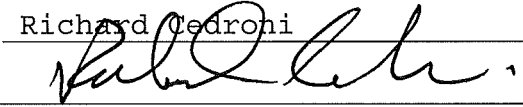
I am unable to certify to the above statements. Attached is my explanation.

- The Scope of Work was reviewed and includes the existing exterior to be re-done, painted with three (3) new landings. The City will complete the exterior civil work and final grading.
- Parking is limited. An attachment is included with this Addendum which details the limits of contractor site access.
- It is the awarded bidder's responsibility to coordinate construction schedule with the Troy Historic Village Museum in order to accommodate any scheduled events.
- A lead/asbestos report is included in the bid documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 19-45, NILES BARNARD HOUSE RENOVATION**. All other items in the original bid 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, NOVEMBER 7, 2019 at 10:00 AM EST in the office of the City Clerk.

COMPANY: Cedroni Associates, inc

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Richard Cedroni

SIGNATURE: 

ADDRESS: 5639 Auburn Road

Utica, MI 48317

DATE: November 7, 2019



ADDENDUM NO. 2

DATE: November 1, 2019
PROJECT: Niles Barnard Renovation Project
OWNER: The City of Troy
BID DATE: Thursday, November 7, 2019, at 10:00 AM E.S.T.

The following shall be incorporated into the Contract Documents dated **September 30, 2019**.

GENERAL

See attached RFI Log for RFI's and responses.

PROJECT MANUAL

07 25 00 – WEATHER BARRIERS – NOT ISSUED

Revised section 2.1.A. Manufacturers to read:

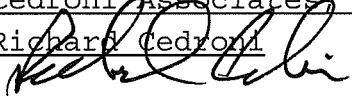
- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. DuPont Safety and Construction; Tyvek DrainWrap
 2. The Henry Company; WeatherSmart Drainable
 3. TYPAR; Drainable Wrap
 4. Kimberly-Clark Worldwide Inc, BLOCK-IT House Wrap.

Added 2.1.B.9. Drainage Efficiency: 94% to ASTM D2273.

End of Addendum No. 2

Company:
Name of Authorized Company Representative:
Signature:
Address:

Date:

Cedroni Associates Inc
Richard Cedroni

5639 Auburn Road
Utica, MI 48317
November 7, 2019



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: November 19, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
MaryBeth Murz, Purchasing Manager
Dennis Trantham, Facilities and Grounds Operations Manager
Kurt Bovensiep, Public Works Director

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications - Niles-Barnard House Renovation - (Introduced by: Public Works Director, Kurt Bovensiep)

History

The City of Troy staff and the Troy Historic Village have been working toward a successful renovation of the Niles-Barnard House since December 2017. These efforts included completing an original design on September 14, 2018 and releasing it for competitive bids. One bid was received on October 18, 2018 to complete the renovation/alteration for a total cost of \$1.2 million, which greatly exceeded the 2018 fiscal year budget of \$450,000. Through the 2020 fiscal year budget discussions, City Staff was directed to redesign the project to fit into the new budget of \$700,000.

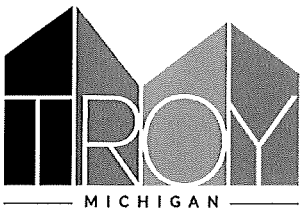
OHM Advisors of Livonia, MI was tasked with identifying possible reasons why the bid exceeded the estimate and budget. The firm concluded that one of the major contributors to the price was the renovation and alterations to the second floor to accommodate light office. It was decided that the project would be redesigned to eliminate the use of the second story and alter the existing restrooms. Instead, an addition is required to structure which will accommodate the ADA accessible bathrooms.

OHM also identified limited industry knowledge and ability to successfully rehabilitate existing wood windows and doors are major contributing factors to an increased cost. As part of the redesign efforts, the new package allowed contractors to provide alternate options to replacing the windows. The National Park Service Historic Preservation has identified an architectural series of windows manufactured by Pella to be an acceptable alternative.

Note that June 19, 2017 City Council awarded contracts to four (4) Engineering Consulting Services Firms. *OHM Advisors* is one of the firms the City utilizes. (Resolution #2017-06-105-J-4a)

On September 16, 2019, the Troy Historic Commission met and resolved that the conceptual design of the Niles/Barnard house renovation and alteration be approved as presented. This included the replacement of the windows as an alternate.

City of Troy staff has vetted the recommended contractor by contacting the references provided and requesting further clarification on its experience with historic structures.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

- On November 7, 2019 a bid opening was conducted as required by City Charter/Code for the Renovation of the Niles Barnard House at the Troy Historic Village.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info.
- Nine hundred and seventy nine (979) vendors were notified via the MITN website.
- Three (3) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	979
Troy Companies notified via MITN	42
Troy Companies notified - Active email Notification	36
Troy Companies - Active Free	6
Companies that viewed the bid	70
Troy Companies that viewed the bid	7

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.

- *Cedroni Associates of Utica, MI* is low bid as specified and meets all bid specifications.

Financial

- The total cost of the project including funds for construction, inspection, testing, design and contingencies is estimated to be \$618,675.00.
- Funds are budgeted in the amount of \$700,000 in the Capital Account #401.804.804.7975.900 with an associated Project #2020C0051.
- Project costs include a \$25,000 deduction for the replacement of window, a \$3,000 deduction for the use of PEX/brass fittings, an addition of \$5,000 for the installation of cultured stone around the foundation, and an addition of \$2,500 for the salvage and reuse of the interior crown and base moldings.

Base Bid Amount	\$475,000.00
Alternate #1	-\$25,000.00
Alternate #2	-\$3,000.00
Alternate #3	\$5,000.00
Alternate #4	\$2,500.00
Total Bid Amount	\$454,500.00
Contingency Amount	\$68,175.00
OHM Design Fees	\$96,000.00
Grand Total Amount	\$618,675.00

Recommendation

City Management recommends City Council award the Niles-Barnard House Renovation contract to *Cedroni Associates Inc., of Utica, MI*, for an estimated total of \$454,500.00, which includes the acceptance of alternates 1-4. Also, it is recommended that City Council approve the authority to expend up to an additional \$164,175.00, which includes a 15% contingency and inspection, testing, and design fees.

Opening Date: 11/07/2019
 Date Reviewed: 11/07/2019

CITY OF TROY
 BID TABULATION
 Niles Barnard House Renovation

ITB-COT 19-45
 Page 1 of 2

VENDOR NAME:	Cedroni Associates, Inc.	North American Construction Enterprises, LLC	Usztan LLC
CITY:	Utica, MI	St.Clair Shores, MI	Auburn Hills, MI
CHECK #:	2013530321	2019878	9411616676
CHECK AMOUNT:	10,000.00	\$10,000.00	10,000.00

PROPOSAL: A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

Base Bid Price:	\$475,000.00	\$599,000.00	\$870,000.00
DISCOUNT offered if also awarded ITB-COT 19-46 Sylvan Glen Pro Shop Renovation	No Discount	No Discount	No Discount
ALTERNATE #1 Windows in existing building			
ADD or DEDUCT or NO CHANGE or NOT APPLICABLE	-\$25,000.00	\$35,000.00	-\$50,000.00
Calendar days to add or deduct to the Contract Time for the Alternate.	0	0	0
ALTERNATE #2 Pex/Brass Fittings			
ADD or DEDUCT or NO CHANGE or NOT APPLICABLE	-\$3,000.00	-\$2,000.00	-\$1,000.00
Calendar days to add or deduct to the Contract Time for the Alternate.	0	0	0
ALTERNATE #3 Cultured Stone Base			
ADD or DEDUCT or NO CHANGE or NOT APPLICABLE	\$5,000.00	\$5,500.00	\$4,000.00
Calendar days to add or deduct to the Contract Time for the Alternate.	0	0	0
ALTERNATE #4 Interior Base and Crown Molding			
ADD or DEDUCT or NO CHANGE or NOT APPLICABLE	\$2,500.00	\$10,600.00	\$20,000.00
Calendar days to add or deduct to the Contract Time for the Alternate.	0	0	0
Estimated Total With Alternates:	<u>\$454,500.00</u>	\$648,100.00	\$843,000.00

Opening Date: 11/07/2019
 Date Reviewed: 11/07/2019

CITY OF TROY
 BID TABULATION
 Niles Barnard House Renovation

ITB-COT 19-45
 Page 2 of 2

VENDOR NAME:	Cedroni Associates, Inc.	North American Construction Enterprises, LLC	Usztan LLC
CITY:	Utica, MI	St.Clair Shores, MI	Auburn Hills, MI

Prime Bidder Historic Qualifications, if any:

Does Prime Bidder have experience with historic building projects?	Y or N	Y	Y	Y
Prime Bidder attended Pre-Bid meeting?	Y or N	Y	Y	Y

Historic Door Restoration Subcontractor Qualifications, if any:

Does Door Restoration Subcontractor have historic door restoration experience?	Y or N	Blank	Y	Y
Name of Subcontractor:		Blank	N.A.C.E.- Cleminson Hall Renovation- Grosse Pointe South	Blank
Did Subcontractor attend pre-bid meeting?	Y or N	Y	Y	Y

Historic Window Restoration Subcontractor Qualifications, if any:

Window Restoration Subcontractor historic window restoration experience?	Y or N	Blank	Y	Y
Name of Subcontractor:		Blank	N.A.C.E.- Cleminson Hall Renovation- Grosse Pointe South	MIHM Enterprises
Did Subcontractor attend pre-bid meeting?	Y or N	Y	Y	Y
Hours of Operation:		8AM-5PM	9AM-5PM M-SAT	730AM-330PM
24 Hr. Contact Phone #:		586-254-7778	888-532-9973	248-332-7452
Proposed Payment Schedule:		Monthly draw on work completed	30 Days	One Monthly Draw
References:	Y or N	Y	Y	Y
Can Meet Insurance:	Y or N	Y	Blank	Y
Completion Date:		June 30,2020	June 30,2020	June 30,2020
Payment Terms:		Monthly	30 Days	18 Days From Draw
Warranty:		18 Months	1 Year	1 Year
Exceptions:	Y or N	N	N	N
Acknowledgement:	Y or N	Y	Y	Y
Forms:	Y or N	Y	Y	Y

One (1) Late Bid Received

ATTEST:

 Laura Campbell

 Sue Reisterer

 Jackie Ahlstrom

 MaryBeth Murz,
 Purchasing Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

IL0017 COMMON POLICY CONDITIONS

ADDITIONAL INSURED CANCELLATION NOTICE

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number 3	Inception Date 04/ 01/ 2019	Expiration Date 04/ 01/ 2020
Endorsement Effective 12/ 16/ 2019	Policy Number CIP355480	
Named Insured Cedroni Associates, Inc.		

Designated Person, Organization or Entity: City of Troy 500 W Big Beaver Road Troy, MI 48084
If we cancel the policy we will mail written notice of cancellation to the designated person, organization or entity listed above at the address displayed giving the following number of days in advance of the date of cancellation but failure to do so shall impose no obligation or liability of any kind upon us, our agents, or our representatives. A. 10 days before the effective date of cancellation for non-payment of premium; or B. 30 days before the effective date of cancellation if we cancel for any other reason

ENDORSEMENT 3

This Endorsement Changes the Policy -Please Read it Carefully

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Sole Negligence)**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV –Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Specifically and solely for the Third-Party shown below, notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph, it is hereby agreed that in the event of any "suit" where the damages are caused by the insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third-Party to whom this endorsement applies is:

City of Troy
500 W Big Beaver Road
Troy, MI 48084

Any coverage provided pursuant to this endorsement shall be subject to all other terms, conditions, exclusions and endorsements of the policy to which this form is attached.

The endorsement is effective on the inception date of the policy unless otherwise stated below.

Policy Number: CIP355480

Named Insured: Cedroni Associates, Inc.

Endorsement Effective Date: 12/ 16/ 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>City of Troy 500 W Big Beaver Road Troy, MI 48084</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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