b) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Parking Lot Maintenance Program – Transit Center

Resolution #2020-07-098-J-4c

Moved by Abrahim
Seconded by Brooks

RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the asphalt resurfacing at the Transit Center to the low bidder meeting all bid specifications; *Hutch Paving Inc., of Warren, MI,* for an estimated total cost of $107,394.30 with a 10% contingency for a total not to exceed amount of $118,133.73; at the unit prices contained in the bid tabulation opened June 25, 2020, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor'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. 2021-00000172
DATE: 08/13/2020
PAGE: 1 of 1
FOB DESTINATION

Ship To
CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To
CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

COUNCIL RESOLUTION
2020-07-098-J-4c

VENDOR NO. 163428

Vendor
HUTCH PAVING INC
3000 E 10 MILE RD
WARREN, MI 48091

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Transit Center Parking Lot Resurfacing	107,394.3000	$107,394.30
		Entered By: Kristine Kallek		$107,394.30

Special Instructions:

CITY COUNCIL APPROVAL DATE: 7/13/20. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion as per the bid specifications of ITB-COT 20-18.

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.

Opening Date - 06/25/2020
Date Reviewed - 06/25/2020

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE TRANSIT CENTER

							Alternate Bid			
			VENDOR NAME:	Hutch Paving, Inc.		F. Allied Construction Co, Inc		F. Allied Construction Co, Inc		T&M Asphalt Paving Inc
			CITY:	Warren, MI		Clarkston, MI		Clarkston, MI		Milford, MI
			CHECK AMOUNT:	$5,000.00		$5,000.00		$5,000.00		$5,000.00
			CHECK #:	52463		66584		66584		1479668
PROPOSAL: THE CITY OF TROY PARKING LOT MAINTENANCE PROGRAM AS SPECIFIED.										
ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL A: TRANSIT CENTER PARKING LOT											
	Proposal A - 1201 Doyle-Transit Center Parking Lot										
	West Parking Lot										
1.	Cold Milling Pavement, 1.5 inch	4652	sq. yd.	$3.90	$18,142.80	$4.37	$20,329.24	$4.37	$20,329.24	$6.00	$27,912.00
2.	Full Depth Asphalt Removal	800	sq. yd.	$4.25	$3,400.00	$4.50	$3,600.00	$4.50	$3,600.00	$11.85	$9,480.00
3.	Subgrade Undercut R & R 1 x 3 limestone	835	Ton	$18.00	$15,030.00	$35.00	$29,225.00	$0.00	$0.00	$50.00	$41,750.00
4.	Aggregate Base, 21AA, Limestone, 6"	170	Ton	$28.00	$4,760.00	$50.00	$8,500.00	$0.00	$0.00	$30.00	$5,100.00
5.	HMA, 13A, 1.5 inch	385	Ton	$138.65	$53,380.25	$120.00	$46,200.00	$120.00	$46,200.00	$120.00	$46,200.00
6.	HMA 2C, 1.5 inch	66	Ton	$125.00	$8,250.00	$100.00	$6,600.00	$100.00	$6,600.00	$130.00	$8,580.00
7.	HMA, Hand Patching	5	Ton	$250.00	$1,250.00	$150.00	$750.00	$150.00	$750.00	$175.00	$875.00
8.	Joint and Crack Cleanout	500	LF	$2.00	$1,000.00	$0.25	$125.00	$0.25	$125.00	$5.00	$2,500.00
9.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2402	LF	$0.25	$600.50	$0.22	$528.44	$0.22	$528.44	$0.20	$480.40
10.	Pavt. Mrkg., Waterborne, 4 inch, Blue	203	LF	$0.25	$50.75	$1.00	$203.00	$1.00	$203.00	$0.20	$40.60
11.	Pavt. Mrkg., Waterborne, Blue, Acc. Symbol	5	each	$150.00	$750.00	$20.00	$100.00	$20.00	$100.00	$15.00	$75.00
12.	6"Butt Joint	39	LF	$20.00	$780.00	$8.00	$312.00	$8.00	$312.00	$5.00	$195.00
	Turf Restoration	INCLUDED									
	Traffic Maintenance Control	INCLUDED									
Alternate: 13. STOP Bars		1	each					$35.00	$35.00		
Alternate: 14. HMA WEDGING		166	Ton					$120.00	$19,920.00		
Proposal A Total:				**$107,394.30**		**$116,472.68**		**$98,702.68**		**$143,188.00**	
Alternate to #5: HMA, 5EI Tier 2, 1.5 inch		385	Ton	$124.70	$48,009.50						
Alternate to #5: HMA, 5EI Tier 2, 2 inch		515	Ton	$124.70	$64,220.50						
Alternate to #1: Cold Milling Pavement, 2 inch		4652	sq. yd.	$4.25	$19,771.00						

CONTACT Hrs. of Operation:		7am - 6pm	6am - 7pm	6am - 7pm	Not Specified
24 Hr. Phone Number:		248-514-6922	248-640-0205	248-640-0205	248-719-1605
PROPOSED PAYMENT SCHEDULE:		30 Days	Net 30	Net 30	Upon Completion
ONSITE VISIT:	Y OR N	Y	Y - 06/18/2020	Y - 06/18/2020	Y - 06/19/2020
REFERENCES:	Y OR N	Y	Y	Y	Y
ABILITY TO MEET COMPLETION DATE:	Y OR N	Y	Y	Y	Y
INSURANCE:	Y OR N	Y	Y	Y	Y
WARRANTY:		Not Specified	1 Year	1 Year	2 yr. Maint. Bond
EXCEPTIONS:	Y OR N	N	Alternate Bid Provided	Alternate Bid Provided	N
ACKNOWLEDGEMENT SIGNED:	Y OR N	Y	Y	Y	Y
VENDOR QUESTIONNAIRE INCLUDED:	Y OR N	Y	Y	Y	Y
FORMS:	Y OR N	Y	Y	Y	Y

Attest:
*(*Bid Opening conducted via a Go-To Meeting)*
Scott Carruthers
Sue Riesterer
Kristine Kallek
Jackie Ahlstrom

MaryBeth Murz,
Purchasing Manager

The undersigned proposes to complete the City of Troy **PARKING LOT MAINTENANCE PROGRAM** in accordance with the attached specifications that are to be considered an integral part of this proposal, which include the following sections – at the prices listed below:

COMPANY NAME: Hutch Paving, Inc.

Section List

Instruction to Bidders (2 pages)	General Conditions (15 pages)
Bid Proposal (8 pages)	Supplemental General Conditions (2 pages)
Vendor Questionnaire (2 pages)	Supplemental Specifications - Pavement Restoration - Bituminous Overlay (2 Pages)
Legal Status of Bidder (1 page)	Striping and Handicap Spaces (2 Pages)
Non-Collusion Affidavit (1 page)	Public Act 57 (2 pages)
Certification regarding Debarment (1 page)	Consent of Surety – Sample (1 page)
Certification not "Iran-linked Business" (1 page)	Certificate of Insurance – Sample (4 pages)
Contract Documents/ Forms (4 pages)	Statement of No Bid (1 page)
Instructions to Bidders – Specifications (4 pages)	Location Maps (2 pages)

PROPOSAL A- TRANSIT CENTER PARKING LOT:

The undersigned, as bidder, declares that he/she having examined the specifications with related documents and the sites 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 furnish all labor, materials, and supplies to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid Proposal ispart.

Proposal A- 1201 Doyle-Transit Center Parking Lot

West Parking Lot

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	Cold Milling Pavement, 1.5 inch	4652 sq. yd.	$ 3.90	$ 18,142.80
2	Full Depth Asphalt Removal	800 sq. yd.	$ 4.25	$ 3,400.00
3	Subgrade Undercut R & R 1 x 3 limestone	835 Ton	$18.00	$ 15,030.00
4	Aggregate Base, 21AA, Limestone, 6"	170 Ton	$28.00	$ 4,760.00
5	HMA, 13A, 1.5 inch	385 Ton	$138.65	$ 53,830.25
6	HMA 2C, 1.5 inch	66 Ton	$125.00	$ 8,250.00
7	HMA, Hand Patching	5 Ton	$250.00	$ 1,250.00
8	Joint and Crack Cleanout	500 LF	$ 2.00	$ 1,000.00
9	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2402 LF	$ 0.25	$ 600.50
10	Pavt. Mrkg., Waterborne, 4 inch, Blue	203 LF	$ 0.25	$ 50.75
11	Pavt. Mrkg., Waterborne, Blue, Acc. Symbol	5 each	$150.00	$ 750.00
12	6"Butt Joint	39 LF	$ 20.00	$ 780.00
	Turf Restoration	Included	N/C	N/C
	Traffic Maintenance Control	Included	N/C	N/C

Proposal A Total: $ 107,394.30

Alternate To #5: HMA, 5E.1 Tier 2, 1.5 inch 385 Ton $124.70 $48,009.50
Alternate To # 1: Cold Milling Pavement, 2 inch 4,652 SYD $4.25 $19,771.00
Alternate To #5: HMA, 5E.1 Tier 2, 2 inch 515 Ton $124.70 $64,220.50

- The City has the right to divide the paving process in one parking area into several phases as may be necessary for the safety and convenience of the public and protection of the work due to other contractors who may be working in the same area, and shall be constructed at no extra cost to the City.
- All items of work noted in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.

UNIT PRICES:
Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

DESIGNATED CITY REPRESENTATIVES:
Scott Carruthers, Streets and Drains Operations Manager is the designated City representative.

ADDITIONAL INFORMATION:
For additional information or questions concerning this project please contact: **Scott Carruthers, Streets and Drains Operations Manager at (248) 524-3501 or scott.carruthers@troymi.gov**

ESTIMATED QUANTITIES:
Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Troy will not be penalized for additions or deletions from the contract within the specified

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.

CONTACT INFORMATION:
Hours of operation: 7am - 6pm 24 Hr. Contact Phone No. 248-514-6922 - Michael Chunko

CONTRACT FORMS:
Bidders shall complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated.

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 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 for **EACH** Proposal; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

MICHIGAN CONSTRUCTION LIEN ACT:
The bidder agrees that, if awarded the Contract(s) 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.
COMPANY NAME: Hutch Paving, Inc.

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

SUBCONTRACTORS:
The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council (see Instructions to Bidders - Specifications, Page 4 of 4).

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

CONTRACT TERMINATION:
The City of Troy shall reserve the right to terminate the contract upon 30 days 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 (See Supplemental General Conditions, page 1 of 2). The Superintendent Parks, Streets and Drains instead of Director or 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 (AIA 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: 30 Days

COMPANY NAME: Hutch Paving, Inc.

SITE INSPECTION:
Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Scott Carruthers at (248) 524-3501 to arrange a site visit between the hours of 8:30 am - 3:00pm Monday through Friday.

(✓) Our company visited the sites on Unknown.

( ) Our company did not visit the sites.

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 **two-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 Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact, who sign Performance, Payment, and Maintenance Bonds, must file a certified copy of their power of attorney to sign such bonds. The Contractor shall pay the cost of all bond premiums.

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. If you or your company has worked for the City of Troy in the past, please indicate by completing the information below.

COMPANY: Hennessey Engineers
ADDRESS: 13500 Beech Rd. Southgate, MI
PHONE: 734-759-1600 CONTACT: Charles Smith
EMAIL: cmsmith@hennesseyengineers.com

COMPANY: City of Melvindale
ADDRESS: 3100 Oakwood Blvd. Melvindale, MI 48122
PHONE: CONTACT: Richard Ortiz
EMAIL: finance@melvindale.org

COMPANY: City of Farmington Hills
ADDRESS: 31555 West Eleven Mile Rd.
PHONE: 248-871-2560 CONTACT: Tim Walker
EMAIL: twalker@fhgov.com

COMPANY NAME: Hutch Painting, Inc.

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. The successful bidder 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. The purchase order issued in conjunction with the Contract Form (provided in the Contract Documents Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder shall commit to perform the contract in accordance with specifications.

COMPLETION DATE:

The work shall commence as soon as possible. A work schedule shall be provided to Scott Carruthers, Streets and Drains Operations Manager. 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. The contractor is required to start the project within ten (10) working days after notification to start work. The entire project must be completed by **OCTOBER 15, 2020**.

(✓) Our company can meet the completion date

( ) Our company cannot meet the completion date but offers: _____

COMPANY NAME: Hutch Paving, 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 Department at (248) 619-7608, and is the only bid document accepted in this format.

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

(✓) We can meet the specified insurance requirements.

( ) We cannot meet the specified insurance requirements.

( ) We do not carry the specified limits but can obtain the additional insurance coverage of $_____, at the cost of $_____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

( ) Our proposal is reduced by $_____ if we lower the requirement to $_____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

COMPANY NAME: Hutch Paving, Inc.

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

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

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

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

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

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

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

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

COMPANY NAME: Hutch Paving, Inc.

SIGNATURE PAGE

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

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: 38-3116805

COMPANY: Hutch Paving, Inc.

ADDRESS: 3000 East Ten Mile Rd. CITY: Warren STATE: MI ZIP: 48091

PHONE: (586) 427-7283 FAX NUMBER: (586) 427-7273

REPRESENTATIVE NAME: Jenna Perry (Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

PAYMENT TERMS: 30 Days WARRANTY: _____

CHECK INCLUDED: YES - Electronic COMPLETION: **OCTOBER 15, 2020.**

EMAIL: mchunko@hutchpaving.com / jperry@hutchpaving.com

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

_____

ACKNOWLEDGEMENT:
I, Hutch Paving, Inc., certify that I have read the ***Instructions to Bidders*** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.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 MSDS at the time of bid submission.

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

VENDOR QUESTIONNAIRE

DATE: June 26th/2020
Month/Date/Year

FIRM NAME: Hutch Paving, Inc.

ESTABLISHED: Year of _____, 19 93 or 20_____ STATE: Michigan

TYPE OF ORGANIZATION: (Circle One)

a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other_____ If applicable:

FORMER COMPANY NAME(S)

_____

_____

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

1) **Number of years of experience in this type of work:** 27 **Years**

2) **List the number and types of equipment to be used if awarded this bid (Attach itemized list that is marked_____ for identification if more space is required):**
Pavers: Vogele & Weiler
Rollers: CB34, CB24, HD14 & HD90
Milk: HCR 210

3) **List all contract commitments your firm has been engaged to perform for 2011. Give organization name, value of contract and percent complete.**

ORGANIZATION	VALUE	PERCENTAGE

4) **If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each.**
AK Contracting - Pavement Markings

5) **Name of your bank or other financial reference:** Level One Bank

6) **Comments:**

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company: Hutch Paving, Inc.

Address: 3000 East Ten Mile Rd.
Warren, MI 48091

Phone Number: 586-427-7283

Representative's Name: Michael Chunko/Tenna Perry
(print)

Date:

TROY
MICHIGAN

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 Jenna Perry (Hutch Paving), bearing the office title of Estimator Asst., whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

is Estimation Assistant. 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 25th day of June, 2020 in and for Macomb County.

My commission expires:

4-3-2026

DENISE L. SHELTON-JACKSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Apr 3, 2026
ACTING IN COUNTY OF Macomb

TROY
MICHIGAN

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.***

Hatch Paving, Inc.
Name of Agency/Company/Firm *(Please Print)*

Jenna Perry - Estimation Assistant
Name and title of authorized representative *(Please Print)*

Signature of authorized representative

6/26/20
Date

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

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

TROY
MICHIGAN

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	Hutch Paving, Inc.
Street Address	3000 East Ten Mile Road
City	Warren
State, Zip	Michigan, 48091
Corporate I.D. Number/State	2102204553/Michigan
Taxpayer I.D. #	38-3116805

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: [signature]

Printed Name of Vendor's Authorized Agent: Jenna Perry

Witness Signature: [signature]

Printed Name of Witness: CAROL BUDZISZEWSKI

G:\ BidLanguage_IranLinkedBusiness

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

LevelOne BANK

Level One Bank
32991 Hamilton Court
Farmington Hills, MI 48334
levelonebank.com

52463

June 23, 2020

PAY TO THE ORDER OF *CITY OF TROY*

$ 5,000.00

$5,000.00

CASHIER'S CHECK

REMITTER HUTCH PAVING, INC.

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES – SEE BACK FOR DETAILS

⑈ 52463 ⑈ ⑆072414310⑆ 9900001000⑈

LevelOne BANK

Level One Bank
32991 Hamilton Court
Farmington Hills, MI 48334
levelonebank.com

52463

June 23, 2020

PAY TO THE ORDER OF *CITY OF TROY*

$ 5,000.00

$5,000.00

CASHIER'S CHECK

REMITTER: HUTCH PAVING, INC.

NON-NEGOTIABLE

CUSTOMER COPY

ENDORSE HERE

X

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE

Security Features Listed Below are not based on Standards

Security Features	Description in Venue
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500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 7, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
Kurt Bovensiep, Public Works Director
Scott Carruthers, Streets & Drains Operations Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Parking Lot Maintenance Program- Transit Center

---

History

- Construction of the Multi Modal Transit Facility was completed on October 14, 2014. This included the reuse of the existing parking lot from Grand Sakwa.
- The Transit Center is located on the Wolverine route which connects Pontiac at the east terminus to Chicago at the west terminus with various stops along the way.
- The Transit Center had 37,000 riders and generated $79,000 in revenue in 2019.
- The Parking Lot of the Multi Modal Transit Facility has reached the end of its life and is in need of resurfacing.
- According to the Troy Multi-Modal Transit Facility Lease Agreement with Amtrak, Paragraph 7 requires that The City of Troy shall perform necessary repairs and maintenance to driveways, walkways, parking lots and approaches.
- The Department of Public Works is responsible for the upkeep of all 28 municipal parking lots and routinely plans for the maintenance and reconstruction as needed through the annual capital budget request process.

Purchasing

On June 25, 2020, a bid opening was conducted as required by City Charter and Code for the Parking Lot Maintenance Program- Transit Center. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Three (3) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	310
Troy Companies notified via MITN	16
Troy Companies - Active email Notification	16
Troy Companies - Active Free	0
Companies that viewed the bid	23
Troy Companies that viewed the bid	3

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.

Purchasing (continued)
After reviewing the bid responses, *Hutch Paving Inc., of Warren, MI* is the low bidder meeting all bid specifications and is being recommended for the asphalt resurfacing at the Transit Center.

Financial
Funds are budgeted and available in the Capital Projects Fund under the Department of Public Works for the 2021 Fiscal Year.

Recommendation
City management recommends awarding a contract to complete the asphalt resurfacing at the Transit Center, to the low bidder meeting all bid specifications; *Hutch Paving Inc. of Warren, MI* for an estimated total cost of $107,394.30 with a 10% contingency for a total not to exceed amount of $118,133.73, at prices contained in the bid tabulation opened June 25, 2020. The awards are contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

Opening Date - 06/25/2020
Date Reviewed - 06/25/2020

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE TRANSIT CENTER

			Alternate Bid	
VENDOR NAME:	**Hutch Paving, Inc.**	F. Allied Construction Co, Inc	F. Allied Construction Co, Inc	T&M Asphalt Paving Inc
CITY:	**Warren, MI**	Clarkston, MI	Clarkston, MI	Milford, MI
CHECK AMOUNT:	**$5,000.00**	$5,000.00	$5,000.00	$5,000.00
CHECK #:	**52463**	66584	66584	1479668

PROPOSAL: THE CITY OF TROY PARKING LOT MAINTENANCE PROGRAM AS SPECIFIED.

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL A:	**TRANSIT CENTER PARKING LOT**										
	Proposal A - 1201 Doyle-Transit Center Parking Lot										
	West Parking Lot										
1.	Cold Milling Pavement, 1.5 inch	4652	sq. yd.	$3.90	$18,142.80	$4.37	$20,329.24	$4.37	$20,329.24	$6.00	$27,912.00
2.	Full Depth Asphalt Removal	800	sq. yd.	$4.25	$3,400.00	$4.50	$3,600.00	$4.50	$3,600.00	$11.85	$9,480.00
3.	Subgrade Undercut R & R 1 x 3 limestone	835	Ton	$18.00	$15,030.00	$35.00	$29,225.00	$0.00	$0.00	$50.00	$41,750.00
4.	Aggregate Base, 21AA, Limestone, 6"	170	Ton	$28.00	$4,760.00	$50.00	$8,500.00	$0.00	$0.00	$30.00	$5,100.00
5.	HMA, 13A, 1.5 inch	385	Ton	$138.65	$53,380.25	$120.00	$46,200.00	$120.00	$46,200.00	$120.00	$46,200.00
6.	HMA 2C, 1.5 inch	66	Ton	$125.00	$8,250.00	$100.00	$6,600.00	$100.00	$6,600.00	$130.00	$8,580.00
7.	HMA, Hand Patching	5	Ton	$250.00	$1,250.00	$150.00	$750.00	$150.00	$750.00	$175.00	$875.00
8.	Joint and Crack Cleanout	500	LF	$2.00	$1,000.00	$0.25	$125.00	$0.25	$125.00	$5.00	$2,500.00
9.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2402	LF	$0.25	$600.50	$0.22	$528.44	$0.22	$528.44	$0.20	$480.40
10.	Pavt. Mrkg., Waterborne, 4 inch, Blue	203	LF	$0.25	$50.75	$1.00	$203.00	$1.00	$203.00	$0.20	$40.60
11.	Pavt. Mrkg., Waterborne, Blue, Acc. Symbol	5	each	$150.00	$750.00	$20.00	$100.00	$20.00	$100.00	$15.00	$75.00
12.	6"Butt Joint	39	LF	$20.00	$780.00	$8.00	$312.00	$8.00	$312.00	$5.00	$195.00
	Turf Restoration	INCLUDED									
	Traffic Maintenance Control	INCLUDED									
Alternate: 13. STOP Bars		1	each					$35.00	$35.00		
Alternate: 14. HMA WEDGING		166	Ton					$120.00	$19,920.00		
Proposal A Total:				**$107,394.30**		**$116,472.68**		**$98,702.68**		**$143,188.00**	
Alternate to #5: HMA, 5EI Tier 2, 1.5 inch		385	Ton	$124.70	$48,009.50						
Alternate to #5: HMA, 5EI Tier 2, 2 inch		515	Ton	$124.70	$64,220.50						
Alternate to #1: Cold Milling Pavement, 2 inch		4652	sq. yd.	$4.25	$19,771.00						

CONTACT Hrs. of Operation:		7am - 6pm	6am - 7pm	6am - 7pm	Not Specified
24 Hr. Phone Number:		248-514-6922	248-640-0205	248-640-0205	248-719-1605
PROPOSED PAYMENT SCHEDULE:		30 Days	Net 30	Net 30	Upon Completion
ONSITE VISIT:	Y OR N	Y	Y - 06/18/2020	Y - 06/18/2020	Y - 06/19/2020
REFERENCES:	Y OR N	Y	Y	Y	Y
ABILITY TO MEET COMPLETION DATE:	Y OR N	Y	Y	Y	Y
INSURANCE:	Y OR N	Y	Y	Y	Y
WARRANTY:		Not Specified	1 Year	1 Year	2 yr. Maint. Bond
EXCEPTIONS:	Y OR N	N	Alternate Bid Provided	Alternate Bid Provided	N
ACKNOWLEDGEMENT SIGNED:	Y OR N	Y	Y	Y	Y
VENDOR QUESTIONNAIRE INCLUDED:	Y OR N	Y	Y	Y	Y
FORMS:	Y OR N	Y	Y	Y	Y

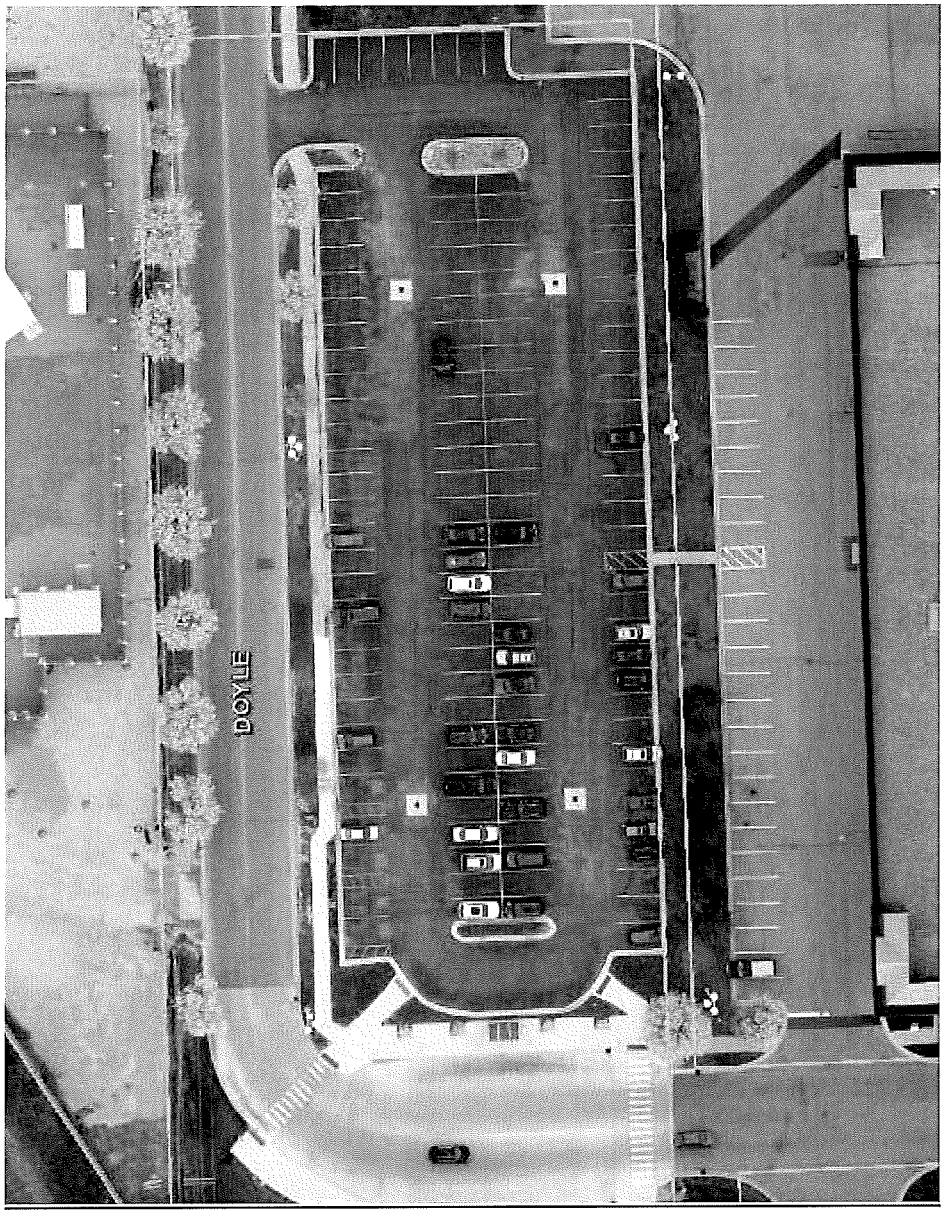
Low Bid as specified.

Attest:
*(*Bid Opening conducted via a Go-To Meeting)*
Scott Carruthers
Sue Riesterer
Kristine Kallek
Jackie Ahlstrom

MaryBeth Murz,
Purchasing Manager

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



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Troy, MI 48084
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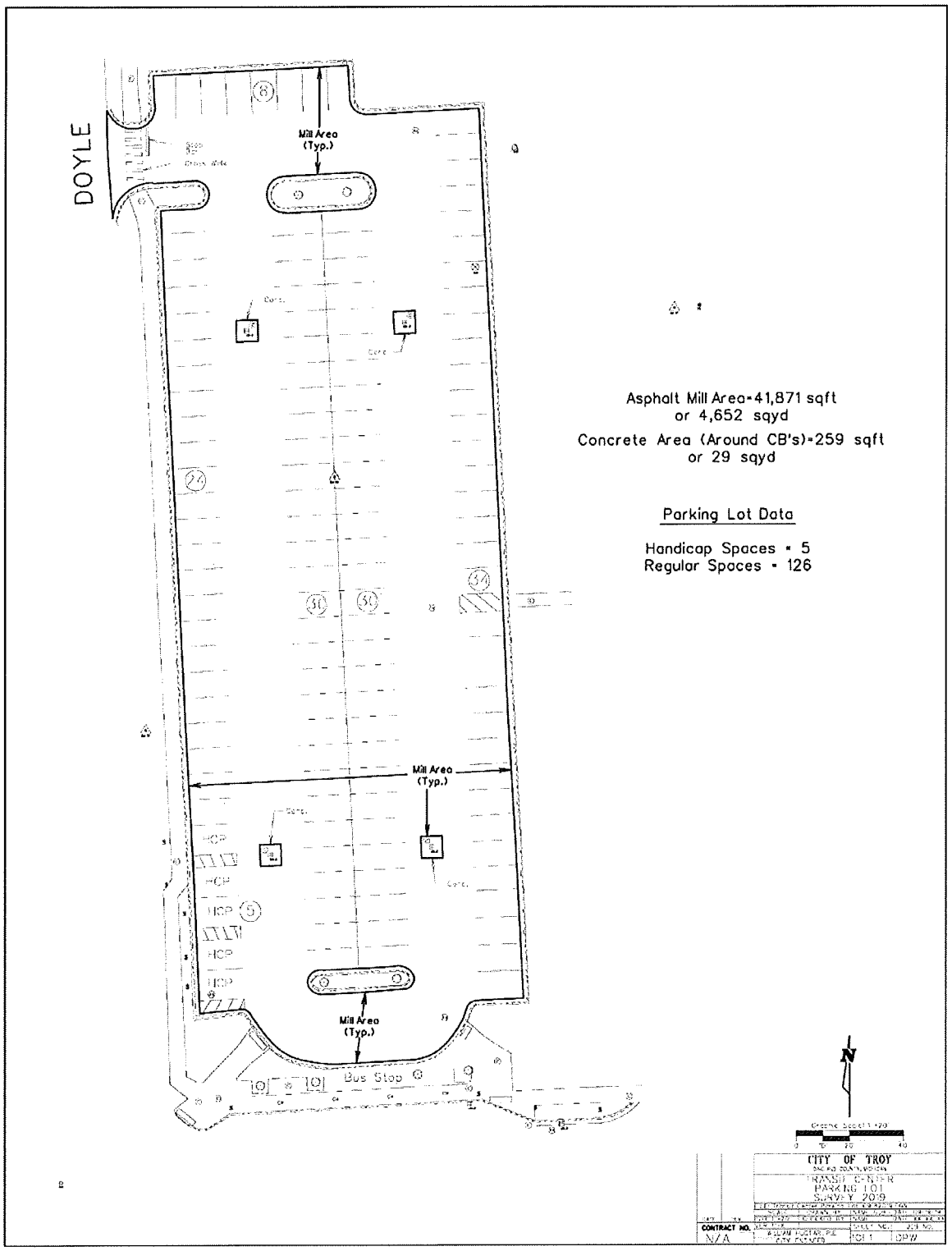
CITY COUNCIL AGENDA ITEM



Client#: 1420 HUTPAV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ZERVOS GROUP, INC.
24724 Farmbrook
P O Box 2067
Southfield, MI 48037-2067

CONTACT NAME: Michael Zervos / Molly Brink
PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175
E-MAIL ADDRESS: molly@zervosgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Trust Insurance Company	
INSURER B : Safety National Casualty Corporation	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HUTCH PAVING, INC.
3000 E. 10 Mile Rd.
Warren, MI 48091

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	CPP100042914	03/31/2020	03/31/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Contractual						MED EXP (Any one person)	$5,000
	X X,C,U						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	CA100012385	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
A	X UMBRELLA LIAB X OCCUR	X	X	UMB100024127	03/31/2020	03/31/2021	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	HUTCH-C	05/01/2020	04/30/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Re: Doyle Transit Center, Troy, MI.

City of Troy, including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insured(s) with respects to the General Liability and Auto Liability coverage per written contract using forms CGL 084 & CGL 088 (attached), for the work performed by the Named Insured for (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G. Zervos

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DESCRIPTIONS (Continued from Page 1)

the Certificate Holder. This insurance is primary and non-contributory over any other insurance carried by the Additional Insured(s). Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

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3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or

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

3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

3. Will not be broader than that which is afforded to you under this policy; and

4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured 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:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

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

1. Required by the contract or agreement described in Paragraph A.1.; 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.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

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1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. **Extended "Property Damage"**

   Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

   a. "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.

2. **Non-owned Watercraft**

   Exclusion 2.g. (2) (a) is replaced with the following:

   (a) Less than 51 feet long; and

3. **Property Damage Liability – Borrowed Equipment**

   The following is added to Exclusion 2.j. (4):

   Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is $25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. **Limited Electronic Data Liability**

   Exclusion 2.p. is replaced with the following:

   p. 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" that does not result from physical injury to tangible property.

   The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is $10,000.

   We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

   The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

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

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For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;

    c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. **Insuring Agreement**

   We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

   d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   e. Property caused by or arising out of the "products-completed operations hazard";

   f. Motor vehicles;

   g. "Your product" arising out of it or any part of it; or

   h. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   d. Property caused by or arising out of the "products-completed operations hazard";

   e. Motor vehicles;

   f. "Your product" arising out of it or any part of it; or

   g. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. **Insuring Agreement**

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

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a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

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3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(a) How, when and where the "defect" was discovered;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

(b) Send us written notice of the "product withdrawal" as soon as practicable; and

(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(b) Authorize us to obtain records and other information; and

(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

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(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

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f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) 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 or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. **Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. **Insuring Agreement**

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. **Exclusions**

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. **Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

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. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. 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.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

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g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered 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). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor 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 absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your 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;

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(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 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.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

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or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

    For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

    a. Each of your projects away from premises owned by or rented to you; or

    b. Each "location" owned by or rented to you.

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

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

    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:

    a. Required by the contract or agreement; or

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b. 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.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. **Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

      (1) An individual who is the sole owner;

      (2) A partner, if you are a partnership or joint venture;

      (3) An "executive officer" or insurance manager, if you are a corporation;

      (4) A manager, if you are a limited liability company;

      (5) A person or organization having proper temporary custody of your property if you die;

      (6) The legal representative of you if you die; or

      (7) A person (other than an "employee") or an organization while acting as your real estate manager.

      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.

2. **The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

   The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

      (1) An individual who is the sole owner;

      (2) A partner or insurance manager, if you are a partnership or joint venture;

      (3) An "executive officer" or insurance manager, if you are a corporation;

      (4) A manager or insurance manager, if you are a limited liability company;

      (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

      (6) A person or organization having proper temporary custody of your property if you die;

      (7) The legal representative of you if you die; or

      (8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. **The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:**

   e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

4. **Paragraph 6. is replaced with the following:**

   6. Representations

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By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;

b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and

c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM	CPP100042914
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM	CA100012385
BUSINESSOWNERS COVERAGE FORM	UMB100024127
COMMERCIAL CRIME COVERAGE FORM	HUTCH-C
COMMERCIAL GENERAL LIABILITY COVERAGE PART	
COMMERCIAL INLAND MARINE COVERAGE PART	
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM	
COMMERCIAL OUTPUT POLICY	
COMMERCIAL PROPERTY COVERAGE PART	
FARM COVERAGE PART	
FARM UMBRELLA COVERAGE FORM	
GARAGE COVERAGE FORM	
LIQUOR LIABILITY COVERAGE PART	
PRODUCT WITHDRAWAL COVERAGE PART	
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART	

SCHEDULE

A. Number of Days' Notice: 30

B. Person(s) or Organization Name and Address: City of Troy
500 W. Big Beaver
Troy, MI 48084

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to the endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation to the first Named Insured, as provided in **Paragraph 2.** of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in item **A.** in the Schedule above.

When a person or organization is listed in item **B.** in the Schedule above, the num ber of days notice in item **A.** also applies to the person(s) or organization listed in the schedule.

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ABC SIWCF

1690 Watertower Place · East Lansing, MI 48823 · 517-664-2770

March 5, 2020

Hutch Paving, Inc.
3000 East 10 Mile Road
Warren, MI 48091

Member number: HUTCH-C

COVERAGE PERIOD: 5/1/2020 until 4/30/2021

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

BLANKET WAIVER

Joe Clifford

Joe Clifford, MBA
Director of Risk Management

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

TABLE OF CONTENTS

DESCRIPTION	PAGE
Airbag Coverage	3
Auto Loan/Lease Gap Coverage	3
Broad Form Insured	1
Concealment, Misrepresentation or Fraud	4
Deductible	3
Duties in the Event of Accident, Claim, Suit or Loss	4
Fellow Employee	2
Fire Department Service Charge	2
Other Insurance for Hired Auto Physical Damage Coverage	4
Loss of Earnings	2
Loss of Use Expenses	2
Supplementary Payments	2
Transfer of Rights of Recovery against Others to Us	4
Transportation Expenses	2

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(3) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph **1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.

e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

g. Any "employee" of yours using:

(1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

(2) an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household

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h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

B. Paragraphs **(2)** and **(4)** under section **2. Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Paragraph **5.** under section **B. Exclusions** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph **4. Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

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

b. Loss of Use Expenses

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

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is $75 per day, to a total maximum of $1,500.

B. The following is added to paragraph **4. Coverage Extensions** under section **A. Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to $1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

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d. Auto Loan/Lease Gap Coverage

The following provisions apply:

(1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

(a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

(2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;

(a) Overdue loan payments at the time of the "loss";

(b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and

(c) Carry-over balances from previous loans.

C. Paragraph **3.** under section **B. Exclusions** is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown

b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b and A.1.c.**but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated

We will pay up to a maximum of $1,000 for any one "loss".

D. Section **D. Deductible** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

(1) "Loss" caused by fire or lightning; and

(2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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