

CITY COUNCIL MINUTES

June 28, 2021

**Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications –  
Major Street Pavement Marking**

Resolution #2021-06-105-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with the option to renew for one (1) additional year to low bidder meeting specifications; *PK Contracting, Inc. of Troy, MI*, to provide Major Street Pavement Marking Services on an as-needed basis not to exceed budgetary limitations at unit prices as detailed below by year and in the bid tabulation opened June 10, 2021; a copy of which shall be **ATTACHED** to the original minutes of this meeting; with the contract expiring June 30, 2024.

**2 Yr. Contract Amount**

1 \$ 100,600.00

2 \$ 102,610.00

Total 2 Yr. Contract \$ 203,210.00

1 Year Renewal \$ 104,660.00

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

**BLANKET ORDER**

No. 2022-00000089

DATE: 08/02/2021

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

VENDOR NO. 101837

Vendor

P K CONTRACTING INC  
1965 BARRETT  
TROY, MI 48084

EXPIRATION DATE

06/30/2022

COUNCIL RESOLUTION

2021-06-105-J-4a

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Major Road Pavement Marking FURNISH REQUIREMENTS OF MAJOR STREET PAVEMENT MARKING. NTE \$100,600.00 total annual cost for all items. COMPLETION: June 30th of each year. PAYMENT TERMS: Net 30 All work performed in accordance with all bid specifications of ITB-COT 21-36 and the attached detailed price sheet.	100,600.0000	\$100,600.00

Entered By: Emily Frontera

\$100,600.00

## Special Instructions:

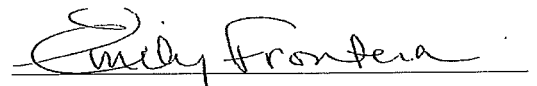
CITY COUNCIL AWARD DATE: 6/28/2021. CERTIFICATE OF INSURANCE and ENDORSEMENT and BONDS shall be on file for duration of contract. Contract is to furnish TWO (2) year requirements of Major Street Pavement Marking with an option to renew for ONE (1) additional year in accordance with the specifications of ITB-COT 21-36 This is Year ONE of a potential three year contract.

## TERMS &amp; 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: 06/10/2021  
Date Reviewed: 06/10/2021

CITY OF TROY  
BID TABULATION  
STREET PAVEMENT MARKING

ITB-COT 21-36  
Page 1 of 3

VENDOR NAME:	P.K. Contracting, LLC
CITY:	Troy, MI
CHECK #:	1602408609
AMOUNT:	\$4,900.00

**PROPOSAL-Two-Year Requirements of Major Street Pavement Marking with an Option to Renew for One Additional Year.**

**PROPOSAL A: PURCHASE OF THERMOPLASTIC EXTRUDE**

ITEM	EST QTY (50 lb. bags)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/Bag	Annual Total	Unit Price/Bag	Annual Total
1	2,000	Thermoplastic Extrude Alkyd White (City/County)	\$36.00	\$72,000.00	\$37.80	\$75,600.00
2	1,000	Thermoplastic Extrude Alkyd Yellow (City/County)	\$36.00	\$36,000.00	\$37.80	\$37,800.00
PROPOSAL A ESTIMATED TOTAL:			\$108,000.00		\$113,400.00	
Proposal A: Sprayable Thermoplastic Manufacturer/Product #:			Manufacturer: Ennis    Product #: 884822; 883241			

**PROPOSAL B: RETRACE EXISTING MARKINGS - Sprayable Thermoplastic**

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	173,800	4" Solid White, Pavement Marking	\$0.15	\$26,070.00	\$0.16	\$27,808.00
2	54,800	4" Skip White, Pavement Marking	\$0.15	\$8,220.00	\$0.16	\$8,768.00
3	281,000	4" Solid Yellow, Pavement Marking	\$0.15	\$42,150.00	\$0.16	\$44,960.00
4	33,000	4" Skip Yellow, Pavement Marking	\$0.15	\$4,950.00	\$0.16	\$5,280.00
5	1,000	Removal of Pavement Marking 4" Yellow and/or White	\$0.55	\$550.00	\$0.58	\$580.00
<b>PROPOSAL B ESTIMATED TOTAL:</b>			<b>\$81,940.00</b>		<b>\$87,396.00</b>	

**PROPOSAL C: MARKING NEW PAVEMENT - Sprayable Thermoplastic**

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	500	4" Solid White	\$0.30	\$150.00	\$0.32	\$160.00
2	500	4" Skip White	\$0.30	\$150.00	\$0.32	\$160.00
3	500	4" Solid Yellow	\$0.30	\$150.00	\$0.32	\$160.00
4	500	4" Skip Yellow	\$0.30	\$150.00	\$0.32	\$160.00
<b>PROPOSAL C ESTIMATED TOTAL:</b>			<b>\$600.00</b>		<b>\$640.00</b>	

CITY OF TROY  
BID TABULATION  
STREET PAVEMENT MARKING

ITB-COT 21-36  
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VENDOR NAME: P.K. Contracting, LLC  
CITY: Troy, MI

PROPOSAL D: PAVEMENT MARKING LEGEND - REMOVAL							
ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$50.00	\$100.00	\$52.50	\$105.00
2	35 Each	Only Legend	EA	\$50.00	\$1,750.00	\$52.50	\$1,837.50
3	35 Each	Right Arrow & Left Arrow	EA	\$40.00	\$1,400.00	\$42.00	\$1,470.00
4	2 Each	Straight Left turn or Right turn	EA	\$60.00	\$120.00	\$63.00	\$126.00
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$1.50	\$300.00	\$1.57	\$314.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$3.00	\$990.00	\$3.15	\$1,039.50
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$3.00	\$1,350.00	\$3.15	\$1,417.50
8	5,000 L.F.	Curing Compound Removal	LF	\$0.75	\$3,750.00	\$0.79	\$3,950.00
9	200 L.F.	Cross Walk (Local Rd.) -24"	LF	\$3.00	\$600.00	\$3.15	\$630.00
10	500 L.F.	Cross Walk (Major Rd.) -24"	LF	\$3.00	\$1,500.00	\$3.15	\$1,575.00
PROPOSAL D ESTIMATED TOTAL:				\$11,860.00		\$12,464.50	
PROPOSAL E: PAVEMENT MARKING TAPE - 3M Stamark Tape Series 270 ES or Alternative Material							
ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$225.00	\$450.00	\$236.25	\$472.50
2	35 Each	Only Legend	EA	\$145.00	\$5,075.00	\$152.25	\$5,328.75
3	35 Each	Right Arrow & Left Arrow	EA	\$145.00	\$5,075.00	\$152.25	\$5,328.75
4	2 Each	Straight Left turn or Right turn	EA	\$225.00	\$450.00	\$236.25	\$472.50
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$5.80	\$1,160.00	\$6.10	\$1,220.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$11.60	\$3,828.00	\$12.20	\$4,026.00
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$11.60	\$5,220.00	\$12.20	\$5,490.00
8	1,000 L.F.	Cross Walk (Local Rd.) -24"	LF	\$11.60	\$11,600.00	\$12.20	\$12,200.00
PROPOSAL E ESTIMATED TOTAL:				\$32,858.00		\$34,538.50	
Proposal E: Pavement Marking Tape Bid Manufacturer/Product #:				Manufacturer: 3M    Product #: A-270 ES			

CITY OF TROY  
BID TABULATION  
STREET PAVEMENT MARKING

ITB-COT 21-36  
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VENDOR NAME: P.K. Contracting, LLC  
CITY: Troy, MI

PROPOSAL F: RECESSED URETHANE PAVEMENT MARKING - Per MDOT Specifications							
ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$200.00	\$400.00	\$210.00	\$420.00
2	35 Each	Only Legend	EA	\$140.00	\$4,900.00	\$147.00	\$5,145.00
3	35 Each	Right Arrow & Left Arrow	EA	\$140.00	\$4,900.00	\$147.00	\$5,145.00
4	2 Each	Straight Left turn or Right turn	EA	\$200.00	\$400.00	\$210.00	\$420.00
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$5.50	\$1,100.00	\$5.78	\$1,156.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$11.00	\$3,630.00	\$11.55	\$3,811.50
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$11.00	\$4,950.00	\$11.55	\$5,197.50
8	1,000 L.F.	Cross Walk (Local Rd.) -24"	LF	\$11.00	\$11,000.00	\$11.55	\$11,550.00
PROPOSAL F ESTIMATED TOTAL:				\$31,280.00		\$32,845.00	
PROPOSAL G: 03T811 (A10) RECESSING PAVEMENT MARKINGS/ 03T811 (A90) PRIMERLESS PATTERNED TAPE - as per MDOT Traffic and Safety Special Provisions (2012)							
ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)		
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total	
1	1,000	Recessing Pavement Marking	\$1.00	\$1,000.00	\$1.05	\$1,050.00	
2	1,000	Primerless Patterned 4" Tape	\$4.00	\$4,000.00	\$4.20	\$4,200.00	
PROPOSAL G ESTIMATED TOTAL:			\$5,000.00		\$5,250.00		
			Year 1 (2021)		Year 2 (2022)		
PROPOSAL A - G ESTIMATED TOTAL:			271,538.00		286,534.00		
ESTIMATED GRAND TOTAL - PROPOSALS - TWO YEARS			ALL	558,072.00			
PROPOSED PAYMENT SCHEDULE: HOURS OF OPERATION: 24 HOUR PHONE NO.: YEARS OF EXPERIENCE: PREQUALIFICATION REQUIREMENTS: MDOT Classification: Company Numerical Rating:  LIST OF EQUIPMENT: REFERENCES: INSURANCE MET: PAYMENT TERMS: WARRANTY: EXCEPTIONS: ACKNOWLEDGEMENT: FORMS:				Net 30			
				7AM - 7PM			
				248-362-2130			
				45 years			
				N3, N93D			
				\$210,531,000.00			
			Y or N	Y			
			Y or N	Y			
			Y or N	Y			
				Net 30			
				Per Specs			
				None			
			Y or N	Y			
			Y or N	Y			

Attest:  
(\*Bid Opening conducted via a Go-To Meeting)  
Dennis Trantham  
Joe Lagarde  
Heather Chomiak  
Kristine Kallek  
Jackie Ahlstrom

Emily Frontera  
Purchasing Manager



CITY OF TROY  
BID PROPOSAL

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The undersigned proposes to furnish **TWO-YEAR REQUIREMENTS OF MAJOR STREET PAVEMENT MARKING WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR**, in accordance with the attached specifications, which are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: P.K. CONTRACTING, LLC

**PROPOSAL A: PURCHASE OF THERMOPLASTIC EXTRUDE**

ITEM	EST QTY (50 lb. bags)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/Bag	Annual Total	Unit Price/Bag	Annual Total
1	2,000	Thermoplastic Extrude Alkyd White (City/County)	\$36.00	\$72,000.00	\$37.80	\$75,600.00
2	1,000	Thermoplastic Extrude Alkyd Yellow (City/County)	\$36.00	\$36,000.00	\$37.80	\$37,800.00
<b>PROPOSAL A - ESTIMATED TOTAL:</b>			\$108,000.00		\$113,400.00	

PROPOSAL A: Sprayable Thermoplastic  
Manufacturer: ENNIS Product #: 884822 883241

**PROPOSAL B: RETRACE EXISTING MARKINGS - Sprayable Thermoplastic**

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	173,800	4" Solid White, Pavement Marking	\$ .15	\$26,070.00	\$ .16	\$27,808.00
2	54,800	4" Skip White, Pavement Marking	\$ .15	\$8,220.00	\$ .16	\$8,768.00
3	281,000	4" Solid Yellow, Pavement Marking	\$ .15	\$42,150.00	\$ .16	\$44,960.00
4	33,000	4" Skip Yellow, Pavement Marking	\$ .15	\$4,950.00	\$ .16	\$5,280.00
5	1,000	Removal of Pavement Marking 4" Yellow and/or White	\$ .55	\$550.00	\$ .56	\$560.00
<b>PROPOSAL B ESTIMATED TOTAL:</b>			\$81,940.00		\$87,396.00	

**PROPOSAL C: MARKING NEW PAVEMENT - Sprayable Thermoplastic**

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	500	4" Solid White	\$ .30	\$ 150.00	\$ .32	\$ 160.00
2	500	4" Skip White	\$ .30	\$ 150.00	\$ .32	\$ 160.00
3	500	4" Solid Yellow	\$ .30	\$ 150.00	\$ .32	\$ 160.00
4	500	4" Skip Yellow	\$ .30	\$ 150.00	\$ .32	\$ 160.00
PROPOSAL C ESTIMATED TOTAL:			\$ 600.00		\$ 640.00	

**PROPOSAL D: PAVEMENT MARKING LEGEND - REMOVAL**

ITEM	EST QTY	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	\$ 50.00 /EA	\$ 100.00	\$ 52.50 /EA	\$ 105.00
2	35 Each	Only Legend	\$ 50.00 /EA	\$ 1,750.00	\$ 52.50 /EA	\$ 1,837.50
3	35 Each	Right Arrow & Left Arrow	\$ 40.00 /EA	\$ 1,400.00	\$ 42.00 /EA	\$ 1,470.00
4	2 Each	Straight Left turn or Right turn	\$ 60.00 /EA	\$ 120.00	\$ 63.00 /EA	\$ 126.00
5	200 L.F.	Stop Bars (Local Rd.) - 12"	\$ 1.50 /LF	\$ 300.00	\$ 1.57 /LF	\$ 314.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	\$ 3.00 /LF	\$ 990.00	\$ 3.15 /LF	\$ 1,039.50
7	450 L.F.	Cross Walk (Major Rd.) - 24"	\$ 3.00 /LF	\$ 1,350.00	\$ 3.15 /LF	\$ 1,417.50
8	5,000 L.F.	Curing Compound Removal	\$ .75 /LF	\$ 3,750.00	\$ .79 /LF	\$ 3,950.00
9	200 L.F.	Cross Walk (Local Rd.) - 24"	\$ 3.00 /LF	\$ 600.00	\$ 3.15 /LF	\$ 630.00
10	500 L.F.	Cross Walk (Local Rd.) - 24"	\$ 3.00 /LF	\$ 1,500.00	\$ 3.15 /LF	\$ 1,575.00
PROPOSAL D ESTIMATED TOTAL:			\$ 11,860.00		\$ 12,464.50	

COMPANY: P.K. CONTRACTING, LLC

**PROPOSAL E: PAVEMENT MARKING TAPE - 3M Stamark Tape Series 270 ES or Alternate Material**

ITEM	EST QTY	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	\$ 225. <sup>00</sup> /EA	\$ 450. <sup>00</sup>	\$ 236. <sup>25</sup> /EA	\$ 472. <sup>50</sup>
2	35 Each	Only Legend	\$ 145. <sup>00</sup> /EA	\$ 5,075. <sup>00</sup>	\$ 152. <sup>25</sup> /EA	\$ 5,328. <sup>75</sup>
3	35 Each	Right Arrow & Left Arrow	\$ 145. <sup>00</sup> /EA	\$ 5,075. <sup>00</sup>	\$ 152. <sup>25</sup> /EA	\$ 5,328. <sup>75</sup>
4	2 Each	Straight Left turn or Right turn	\$ 225. <sup>00</sup> /EA	\$ 450. <sup>00</sup>	\$ 236. <sup>25</sup> /EA	\$ 472. <sup>50</sup>
5	200 L.F.	Stop Bars (Local Rd.) - 12"	\$ 5.80 /LF	\$ 1,160. <sup>00</sup>	\$ 6.10 /LF	\$ 1,220. <sup>00</sup>
6	330 L.F.	Stop Bars (Major Rd.) - 24"	\$ 11.60 /LF	\$ 3,828. <sup>00</sup>	\$ 12.20 /LF	\$ 4,026. <sup>00</sup>
7	450 L.F.	Cross Walk (Major Rd.) - 24"	\$ 11.60 /LF	\$ 5,220. <sup>00</sup>	\$ 12.20 /LF	<del>\$ 5,490.<sup>00</sup></del> NS
8	1000 L.F.	Cross Walk (Local Rd.) - 24"	\$ 11.60 /LF	\$ 11,600. <sup>00</sup>	\$ 12.20 /LF	\$ 12,200. <sup>00</sup>
<b>PROPOSAL E ESTIMATED TOTAL:</b>			\$ 32,858. <sup>00</sup>		\$ 34,538. <sup>50</sup>	

PROPOSAL E: Pavement Marking Tape Bid Manufacturer: 3M Product #: A-270 ES

**PROPOSAL F: RECESSED URETHANE PAVEMENT MARKING - Per MDOT specifications**

ITEM	EST QTY	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	\$ 200. <sup>00</sup> /EA	\$ 400. <sup>00</sup>	\$ 210. <sup>00</sup> /EA	\$ 420. <sup>00</sup>
2	35 Each	Only Legend	\$ 140. <sup>00</sup> /EA	\$ 4,900. <sup>00</sup>	\$ 147. <sup>00</sup> /EA	\$ 5,145. <sup>00</sup>
3	35 Each	Right Arrow & Left Arrow	\$ 140. <sup>00</sup> /EA	\$ 4,900. <sup>00</sup>	\$ 147. <sup>00</sup> /EA	\$ 5,145. <sup>00</sup>
4	2 Each	Straight Left turn or Right turn	\$ 200. <sup>00</sup> /EA	\$ 400. <sup>00</sup>	\$ 210. <sup>00</sup> /EA	\$ 420. <sup>00</sup>
5	200 L.F.	Stop Bars (Local Rd.) - 12"	\$ 5.50 /LF	\$ 1,100. <sup>00</sup>	\$ 5.78 /LF	\$ 1,156. <sup>00</sup>
6	330 L.F.	Stop Bars (Major Rd.) - 24"	\$ 11.00 /LF	\$ 3,630. <sup>00</sup>	\$ 11.55 /LF	\$ 3,811. <sup>50</sup>
7	450 L.F.	Cross Walk (Major Rd.) - 24"	\$ 11.00 /LF	\$ 4,950. <sup>00</sup>	\$ 11.55 /LF	\$ 5,197. <sup>50</sup>
8	1000 L.F.	Cross Walk (Local Rd.) - 24"	\$ 11.00 /LF	\$ 11,000. <sup>00</sup>	\$ 11.55 /LF	\$ 11,550. <sup>00</sup>
<b>PROPOSAL F ESTIMATED TOTAL:</b>			\$ 31,280. <sup>00</sup>		\$ 32,845. <sup>00</sup>	

COMPANY NAME: P.K. CONTRACTING, LLC



**PROPOSAL G: 03T811(A10) - RECESSING PAVEMENT MARKINGS 03T811(A90) - PRIMERLESS PATTERNED TAPE As per MDOT Traffic and Safety Special Provisions (2012)**

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	1,000	Recessing Pavement Marking	\$ 1.00	\$ 1,000.00	\$ 1.05	\$ 1,050.00
2	1,000	Primerless Patterned 4" Tape	\$ 4.00	\$ 4,000.00	\$ 4.20	\$ 4,200.00
<b>PROPOSAL G ESTIMATED TOTAL:</b>			\$ 5,000.00		\$ 5,250.00	

	Year 1 (2021)	Year 2 (2022)
<b>PROPOSAL A - G ESTIMATED TOTAL:</b>	\$ 271,538.00	\$ 286,534.00
<b>ESTIMATED GRAND TOTAL - ALL PROPOSALS - TWO YEARS</b>	\$ 558,072.00	

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

**UNIT PRICES:**

Unit prices prevail (cost per Lineal Foot or Per Each). The City of Troy Purchasing Department will correct all mathematical errors.

**INVOICING:**

All invoices must be submitted to the City Representative within 14 days of work completion.

**CONTRACT FORMS:**

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

**ESTIMATED QUANTITIES:**

The quantities as shown on the proposal are estimated and the same for each year. The actual work may vary from the quantities stated in the bid proposal. The successful Contractor will be paid only for the work he does **at unit prices quoted** which may be more or less than the quantities shown. Maps is provided detailing Proposals Pavement Segments.

If the successful Contractor disagrees with any measurement, he must notify Scott Carruthers, the designated City Representative, for verification at (248) 524-3501. His decision as to the exact measurement to be paid will be final.

**ADDITIONAL INFORMATION:**

For additional general information or questions about this project, please contact Scott Carruthers, Operations Manager, at (248) 524-3501 between the hours of 8:00 a.m. and 4:30 p.m. or FAX QUESTIONS TO: (248) 524-3520.

COMPANY NAME: P.K. CONTRACTING, LLC

**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 and any other factors considered to be in the City's best interest.

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

**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 and insurance. 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 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.

**SUBCONTRACTORS:**

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

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be shoddy or poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

**TRAFFIC CONTROL:**

Traffic control must be maintained at all times. The contractor shall provide the necessary signs, barricades, traffic cones, lights, flags, and whatever necessary to protect traffic and work, as directed by the designated City representative, in accordance with specifications, **"TRAFFIC MAINTENANCE"**.

**DOWN-PAYMENTS OR PREPAYMENTS:**

Any bid received which requires a down-payment or prepayment for work progress prior to delivery and acceptance of the work as being in conformance with specifications will not be considered for award.

**BID DEPOSIT AND FORFEITURE:**

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

**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 (2) 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** (which includes the total contract amount for the two contract years). Attorneys-in-fact, who sign Performance and Payment 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.**

**IMPORTANT:**

The undersigned has familiarized himself with the local conditions affecting the cost of the work, and with all documents provided herein which include the instruction to bidders, bid proposal, specifications, contract forms, and sample insurance certificate.

COMPANY NAME: P.K. CONTRACTING, LLC

**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 successful bidder shall establish with the City of Troy, the procedure for payment and retainages prior to commencement of work on this project. Each bidder should attach a progress payment schedule to the bid document at the time of bid submission.

Progress payments will be approved by the designated City representative in accordance with the schedule of payments the successful bidder submits with their proposal. The City of Troy reserves the right to withhold payments for work which is incomplete, shoddy, or not as specified, or until full acceptance for the portion of work completed which is being invoiced. The decision made by the City's representative concerning acceptable workmanship will be deemed in the City's best interest. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company.

Proposed Payment Schedule: Net 30

**DELIVERY:**

All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

**CONTACT INFORMATION:**

Hours of operation: 7AM - 7PM 24 Hour Phone No. 248 362 2130

**EXPERIENCE:** Your Company has 45 years of experience in Pavement Marking.  
(Number of Years)

**PREQUALIFICATION REQUIREMENTS:**

The Michigan Department of Transportation Pre-qualification Classification for this is: 80 N-3 (Pavement Marking). Prospective bidders must be pre-qualified with the Michigan Department of Transportation and must have proper classification and numerical rating required for the work on which he/she proposes to bid.

PRE-QUALIFIED MDOT CLASSIFICATION: N3, N93D

COMPANY NUMERICAL RATING: \$210,531,000.00

COMPANY NAME: P.K. CONTRACTING, INC

**EQUIPMENT:** Please list the number and types of equipment to be used if awarded this contract.  
(Attach additional sheets to the bid document if necessary.)

NUMBER OF UNITS    TYPE OF EQUIPMENT

_____	* SEE ATTACHED
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**REFERENCES:**

Please list the Municipalities for which your company has completed similar work during the past three years. Also, indicate the year the work was completed. At least four (4) municipalities are requested to be furnished below. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: CITY of TROY YEAR: 2019-2020  
ADDRESS: 560 W. 1316 BEAVER TROY, MI 48064  
PHONE: 248-878-8233 CONTACT: MIKE DODGE  
EMAIL: Mike.Dodge@troy.mi.gov

COMPANY: CITY of ANN ARBOR YEAR: 2020  
ADDRESS: PO BOX 8647 ANN ARBOR, MI 48107  
PHONE: 734-994-2731 CONTACT: ADAM ADAM  
EMAIL: adam@mi2gov.org

COMPANY: CITY of FENTON YEAR: 2020  
ADDRESS: 301 S. LEROY FENTON MI 48430  
PHONE: 810-629-2261 CONTACT: DAN BRISSON  
EMAIL: dbrisson@cityoffenton.org

COMPANY: OKLAHOMA COUNTY YEAR: 2020  
ADDRESS: 2420 PONTIAC BLVD PONTIAC, MI 48054  
PHONE: 248-858-4746 CONTACT: PEK CLEMENS  
EMAIL: pclemens@okc.org

COMPANY NAME: P.K. CONTRACTING, LLC

**APPROVED ALTERNATES:**

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

The City may elect, at the bidder's expense, to require those bidders proposing an alternate product to provide additional details which may include presentations, demonstrations, samples or additional technical literature.

**LOCAL PREFERENCE:**

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

COMPANY NAME: P.K. CONTRACTING, LLC

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.

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

COMPANY NAME: P.K. CONTRACTING, LLC

**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: P.K. CONTRACTING, LLC

### SIGNATURE PAGE

**PRICES:** All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm for the entire contract period. The contract shall commence on the date of award and expire **June 30, 2023**.

The contract may be renewed for one (1) additional year through mutual consent of both parties within 90 days prior to contract expiration. This is a potential three (3) year contract. Both parties must agree to renew the contract under the same terms, conditions, and at Year 2 prices.

The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Nicholas C. Shea

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

TAX ID: 38-2313864

COMPANY P.K. CONTRACTING, LLC

ADDRESS 1965 BARRETT DR CITY TROY STATE/ZIP MI

TELEPHONE NUMBER 248 362 2130 FAX NUMBER 248 362 4969

REPRESENTATIVES NAME NICHOLAS C. SHEA

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Nicholas C. Shea (Print)

PAYMENT TERMS: NET 30 CHECK INCLUDED: YES

WARRANTY: PER SPECS EMAIL: nick@pkcontracting.com

#### EXCEPTIONS:

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

N/A

#### ACKNOWLEDGEMENT:

I, NICHOLAS C. SHEA, 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: Nicholas C. Shea

**IMPORTANT:** All City of Troy purchases require a SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know Law."

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

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





## ***Legal Status of Bidder:***

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

P.R. Contracting, LLC

A corporation duly organized and doing business under the laws of the State of MICHIGAN for whom NICHOLAS C. SUEK, bearing the office title of VICE PRESIDENT, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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


AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

--	--



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

NICHOLAS C. SHEA, being duly sworn deposed, says that he/she  
(Print Full Name)

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

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

SIGNATURE OF PERSON SUBMITTING BID

Karen Bissonette  
NOTARY'S SIGNATURE

Karen Bissonette  
Notary Public, Macomb County, MI  
My Commission Expires 05/07/24  
Acting in Oakland County

Subscribed and sworn to before me this 10<sup>th</sup> day of June,  
2021 in and for Oakland County.

My commission expires: may 7, 2024



**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.*

P.K. CONTRACTING, LLC

Name of Agency/Company/Firm (Please Print)

NICHOLAS C. SHEA, VICE PRESIDENT

Name and title of authorized representative (Please Print)

Nicholas C. Shea

Signature of authorized representative

6.4.21

Date

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



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

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

Vendor	
Legal Name	P.K. CONTRACTING, LLC
Street Address	1965 BARRETT DR
City	Troy
State, Zip	MI 48064
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2313864

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:

Neil C. Shea

Printed Name of Vendor's Authorized Agent:

NEIL C. SHEA

Witness Signature:

David Moriarty

Printed Name of Witness:

DAVID MORIARTY



**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of P.K. CONTRACTING, LLC (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of

P.K. CONTRACTING, LLC and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

BIDDER:

P.K. CONTRACTING, LLC

By: [Signature]

Its: VICE PRESIDENT

STATE OF MICHIGAN )

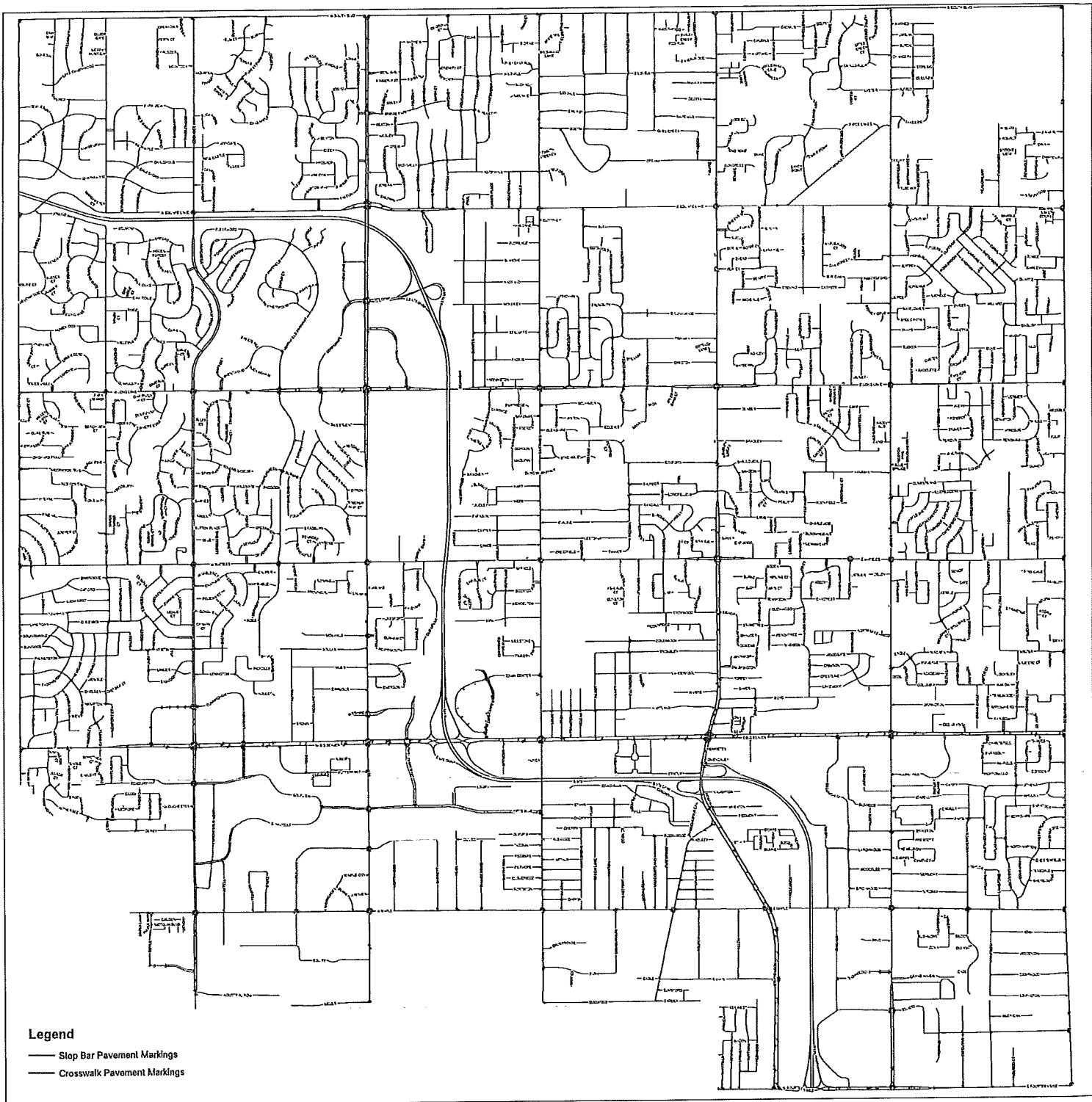
)ss.

COUNTY OF Oakland )

This instrument was acknowledged before me on the 10<sup>th</sup> day of June, 2021, by

Karen Bissonette

Karen Bissonette  
Notary Public, Macomb County, MI  
My Commission Expires 05/07/24  
Acting in Oakland County

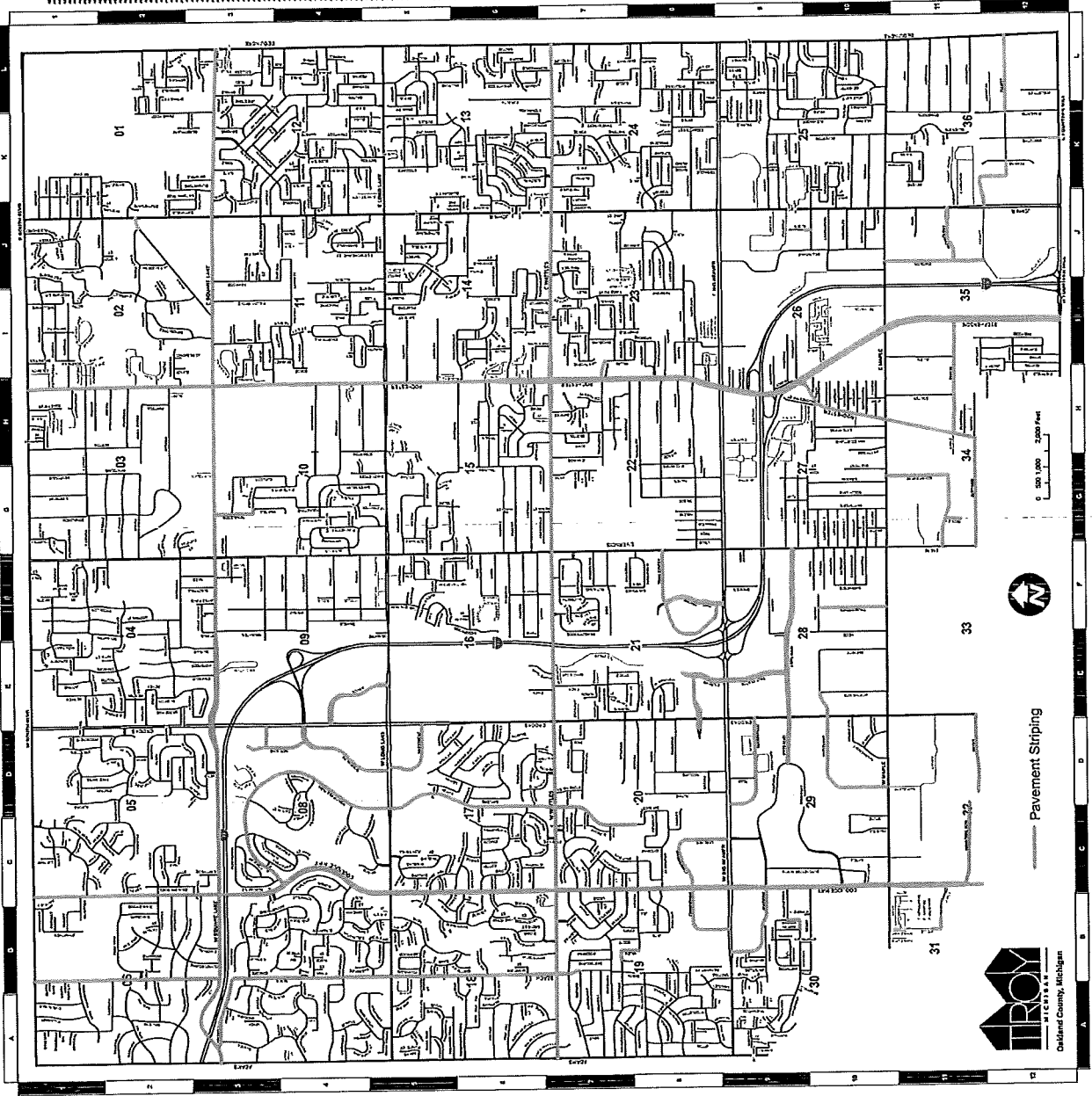


**Legend**

- Stop Bar Pavement Markings
- - - Crosswalk Pavement Markings

Street Index

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NEW	PK ID	Year	Make
106	F-250 TRUCK	1993	Ford F-250
182	CREW TRUCK - DICK	2003	Ford F-250
301	F-350 TRUCK	1996	Ford F-350
351	F-350 TRUCK	1997	Ford F-350
352	F-350 TRUCK	1999	Ford F-350
353	F-350 TRUCK	1999	Ford F-350
354	F-350 TRUCK	1999	Ford F-350
382	SM SUPPORT TRK - THERMO SUPPORT	2000	GMC SIERRA 350
383	CREW TRUCK - SHAWN	2004	GMC SIERRA 350
401	F-450 TRUCK OUT OF SERVICE used as plow truck	1993	Ford F-450
403	F-450 TRUCK HAND THERMO	1995	Ford F-450
405	F-450 TRUCK - SUPPORT TEMPLETS	1998	Ford F-450
406	F-450 TRUCK SUPPORT TEMPLETS	1999	Ford F-450
407	F-450 TRUCK - COMPRESSOR - TAPE	1999	Ford F-450
408	F-450 TRUCK - DON - DMI- HTA	1999	Ford F-450
409	F-450 TRUCK - COMPRESSOR - TAPE	1999	Ford F-450
410	F-450 TRUCK - ANDY	1999	Ford F-450
411	F-450 TRUCK - DMI -HTA -JITNEY	2000	Ford F-450
412	F-450 TRUCK - ED	2000	Ford F-450
413	F-450 TRUCK COMPRESSOR TAPE	2000	Ford F-450
414	F-550 TRUCK - Matt Peterman	2006	Ford F-550
415	F-550 TRUCK PTO COMPRESSOR	2006	Ford F-550
416	F-550 TRUCK - SUPPORT TEMPLETS	2006	Ford F-550
417	F-550 TRUCK JOHN- HTA	2008	Ford F-550
418	F-550 TRUCK DOUG	2008	Ford F-550
419	F-550 TRUCK PTO COMPRESSOR	2008	Ford F-550
420	F-550 TRUCK PTO COMPRESSOR	2008	Ford F-550
421	F-550 TRUCK PTO COMPRESSOR	2008	Ford F-550
422	F-550 TRUCK PTO COMPRESSOR	2007	Ford F-550
423	F-550 TRUCK SCB PULLER	2007	Ford F-550
424	F-550 TRUCK SUPPLY CONE	2007	Ford F-550
425	F-550 TRUCK SUPPLY CONE	2007	Ford F-550
426	F-550 TRUCK GASOLINE	2015	Ford F-550
427	F-550 TRUCK GASOLINE	2015	Ford F-550
428	F-550 TRUCK GASOLINE	2016	Ford F-550
430	AIRPORT PAINT-DETAIL TRUCK	2009	Chevrolet 3500
431	SPECIAL MARKINGS PAINT TRUCK	2005	Chevrolet 4500
432	F-550 TRUCK GASOLINE	2015	Ford F-550
433	F-550 TRUCK GASOLINE	2015	Ford F-550
434	F-550 TRUCK GASOLINE	2015	Ford F-550
435	F-550 TRUCK GASOLINE	2016	Ford F-550
439	F-550 TRUCK GASOLINE	2016	Ford F-550



440	F-550 TRUCK John GASOLINE		2012 Ford F-550
441	F-550 TRUCK GASOLINE		2013 Ford F-550
442	F-550 TRUCK GASOLINE		2013 Ford F-550
443	F-550 TRUCK GASOLINE		2013 Ford F-550
444	F-550 TRUCK GASOLINE		2015 Ford F-550
445	F-550 TRUCK GASOLINE		2015 Ford F-550
446	F-550 TRUCK GASOLINE		2015 Ford F-550
447	F-550 TRUCK GASOLINE		2015 Ford F-550
448	F-550 TRUCK GASOLINE		2016 Ford F-550
449	F-550 TRUCK GASOLINE		2016 Ford F-550
450	F-450 TRUCK - COMPRESSOR - TAPE		1998 Ford F-450
451	F-450 TRUCK - PTO- COMPRESSOR - TAPE		1999 Ford F-450
452	F-550 TRUCK - SUPPORT		2006 Ford F-550
453	F-550 TRUCK		2005 Ford F-550
454	PLURAL COMPONENT DETAIL TRUCK		2000 Isuzu NQR
455	F-550 TRUCK		2007 Ford F-550
456	F-550 TRUCK GASOLINE		2015 Ford F-550
457	F-550 TRUCK GASOLINE		2015 Ford F-550
458	F-550 TRUCK GASOLINE		2015 Ford F-550
459	F-550 TRUCK GASOLINE		2015 Ford F-550
460	F-550 TRUCK GASOLINE		2016 Ford F-550
480	SM SUPPORT TRK - CONER - DOUG ROBI	1991	Chev KODIAK 550
481	SM SUPPORT TRK - TAPE BOX TRK	1998	GMC 450 BOX TRK
482	SM SUPPORT TRK - POLY SUPPORT	2004	Chev. C-4500
483	SM SUPPOR TRK -	2007	Chev. C-5500
484	SM SUPPORT TRK - FORK HAULER	2006	GMC C 4500
485	F-550 TRUCK GASOLINE	2015	Ford F-550
486	F-550 TRUCK GASOLINE	2015	Ford F-550
487	F-550 TRUCK GASOLINE	2016	Ford F-550
488	F-550 TRUCK GASOLINE	2016	Ford F-550
500	PAINT LONGLINE TRUCK	ANDY	1990 Mack Paint Striper
501	PAINT LONGLINE TRUCK		1994 Mack MR688S Mack MR690S Paint
502	PAINT LONGLINE TRUCK		1998 Striper
503	PAINT LONGLINE TRUCK		2000 Isuzu FTR21
504	PAINT LONGLINE TRUCK		2001 Isuzu FSR
505	PAINT LONGLINE TRUCK	JOHN	2005 GMC T7500
506	PAINT LONGLINE TRUCK	DOUG	2007 Isuzu F Series
509	PAINT LONGLINE TRUCK		2006 Chevy (mcrc)
510	PAINT LONGLINE TRUCK		2006 Chevy T8500
511	PAINT LONGLINE TRUCK		2002 GMC
512	PAINT LONGLINE TRUCK		2005 GMC
517	AIRPORT PAINT STRIPER		1998 GMC T SERIES
518	AIRPORT PAINT STRIPER		2007 Chevrolet 4500
519	AIRPORT PAINT STRIPER		2002 Chevrolet W45042

			Mack MR 690S Semi
521	THERMO LONGLINE TRUCK DAVE		1999 Tractor
522	THERMO LONGLINE TRUCK		2013 Autocar ACX64
523	THERMO LONGLINE TRUCK		2015 Mack
530	PLURAL COMPONENT LONGLINE TRUCK ED		1998 Mack MR688S
531	PLURAL COMPONENT LONGLINE TRUCK ANDY		1999 GMC TF7B064
540	PLURAL COMPONENT DETAIL TRUCK		1996 Chevy W5R042
541	PLURAL COMPONENT DETAIL TRUCK		2000 Isuzu W5-175hp
550	PAINT LONGLINE TRUCK		1999 GMC F76042
551	PAINT LONGLINE TRUCK		2004 GMC TT7F042
560	THERMO LONGLINE TRUCK		1999 Mack MR690S
581	PAINT TRUCK - COUNTY WORK - SHAWN	2000	GMC T-8500
582	PAINT TRUCK - DICK RADEN	2000	GMC T-8500
583	PAINT TRUCK -	2005	GMC T-7500
584	PAINT TRUCK -		2005 GMC TiltCab dualsteer
585	PAINT STRIPER		1997 GMC T SERIES
592	PLURAL COMPONENT	2006	Autocar WX64
593	PLURAL COMPONENT	2003	Chevrolet
594	PLURAL COMPONENT	2004	GMC
595	PLURAL COMPONENT	2007	GMC
601	THERMO MELTER SEMI TRACTOR - Pull 4 POT		2006 Volvo VNL64T300
602	THERMO MELTER SEMI TRACTOR - Pull 6 POT		1996 Kenworth
603	THERMO MELTER SEMI TRACTOR -		2003 Kenworth T800
611 ST	THERMO MELTER 6 POT TRAILER		1998 Fontaine Supply Trailer
612 ST	THERMO MELTER 4 POT TRAILER		2012 Dorsey Trailer
620	THERMO DETAIL MELTER TRUCK		1999 Chevy CF7B042
650	THERMO MELTER SEMI TRACTOR - Pull 6 POT		2006 Volvo VNL64T300 Fontaine 6 pot HP
660 ST	THERMO MELTER 6 POT TRAILER		1997 Melter Trailer
665	THERMO DETAIL MELTER TRUCK		1992 Isuzu FTR W7R042
680	THERMO TRUCK - KINKEMA MELTER TRK	1992	Chev. KODIAC
706	LRG SUPPORT TRK - (S)- ATTENUATOR /Cone		1998 Ford F-800
707	LRG SUPPORT TRK - GRABBER CONE HAULER		1998 Freightliner 26' flatbed
708	LRG SUPPORT TRK -(S) ATTEN - MESSAGE BOARD-CONC	1998	Ford F-800
709	LRG SUPPORT TRK - THERMO SUPPORT (S)-ATTENUATOR		2000 Ford F-750
712	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone		1999 GMC F7B042
713	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone		2000 GMC T742
714	LRG SUPPORT TRK - DISTRICT SUPPLY- (S)- Attenuator/Cone		1994 Ford C-8000
715	LRG SUPPORT TRK - WATER TRUCK		1999 Freightliner CENTURY

716	LGR SUPPORT TRK - (S)- ATTENUATOR- CONE	2001 Freightliner Century
717	LGR SUPPORT TRK - GRABBER CONE 28' BED	2002 Chevy C8500
718	LRG SUPPORT TRK Cone,Pigy Back,Fork I	2006 International 7500
719	LRG SUPPORT TRK -	2006 International 4400 Elgin Series L Sweeper
720	SWEeper TRUCK ELGIN	1999 Truck
722	LRG SUPPORT TRK - Flat bed attenuator	1996 Ford Van
723	SWEeper TRUCK ELGIN	1993 Ford CF8
724	LRG SUPPORT TRK - TURBO PULLER- PAN RACK	2000 International
726	LRG SUPPORT TRK - CONE-(S) ATTENUATOR	2000 International
727	LRG SUPPORT TRK - CONE-(S) ATTENUATOR	2000 International
728	LRG SUPPORT TRK - BOX TRUCK	2005 Freightliner
729	LRG SUPPORT TRK	2005 GMC Western Star Semi
730	Truck Semi Tractor (was 619 Sampson)	1996 Tractor
740 ST	Supply trailer for truck 730 Sampson	2005 Manac
741 ST	45' SUPPLY TRAILER WITH FORK TRUCK	2007 Fontaine
742 ST	LRG SUPPORT TRK - WATER TRUCK	2002 Heillite
743 ST	48' SUPPLY TRAILER	2005 Transcraft
752	LRG SUPPORT TRK - THERMO SUPPORT	1993 Ford CF-8000
754	LRG SUPPORT TRK - ATTENUATOR	1998 Ford F-800
755	LRG SUPPORT TRK	2005 GMC
756	LRG SUPPORT TRK	2005 GMC
783	LRG SUPPORT TRK - SUPPLY - DOUG RO	1998 Freightliner FL-80
785	LRG SUPPORT TRK- SUPPLY - MATT CLA	1999 Volvo WG64
786	LRG SUPPORT TRK - SUPPLY - DICK RAD	1999 Freightliner FL-80
787	LRG SUPPORT TRK CONER - MATT CLAR	2000 Ford F-650
788	LRG SUPPORT TRUCK	2006 Freightliner
789	LRG SUPPORT TRK -	2006 International 7500
790	LRG SUPPORT TRK	1997 Ford
791	LRG SUPPORT TRK	1997 Ford
792	LRG SUPPORT TRK	2006 INTERNATIONAL
796	LRG SUPPORT TRK - TRACTOR	1998 Freightliner TRACTOR
797	SWEeper TRUCK	1995 Elgin SWEeper
800	REPAIR TRUCK 1994 FORD E-350	1994 Ford E-350
801	REPAIR TRUCK 2004 FORD F-350	2004 Ford F-350
802	REPAIR TRUCK 2007 FORD F-350	2007 Ford F-350
803	REPAIR TRUCK 2007 CHEVY 4500	2007 Chevy 4500
813	SHOP TRUCK 1998 FORD F-250	1998 Ford F-250
815	SHOP TRUCK 2007 CHEVY SILVERADO 2500	2007 Chevy Silverado
816	SHOP TRUCK 2011 FORD F150 PICKUP - KEVIN	2011 Ford F-150
817	2003 CHEVY SILVERADO 2500 Arrowboard- Sign Trailer	2003 Chevy Silverado 2500

820	CREW TRUCK 2001 FORD F-150	2001 Ford F-150
822	CREW TRUCK 2005 DODGE RAM	2005 Dodge Ram
823	CREW TRUCK 2007 DODGE RAM 3500 DUMP	2007 Dodge Ram 3500 Dump
824	CREW TRUCK 2008 FORD F550	2008 Ford F-550 Dump
825	CREW TRUCK 2015 FORD F250 CREW CAB 4X4	2015 Ford F-250 Crew Cab
833	OFFICE TRUCK 2008 DODGE QUAD CAB	2008 Dodge Ram Quad Cab
834	OFFICE TRUCK 2009 F-150 CHRIS	2009 Ford F-150
835	OFFICE TRUCK 2010 F-150 JIM	2010 Ford F-150
836	OFFICE TRUCK 2010 F-150 ADEN	2010 Ford F-150
838	OFFICE TRUCK 2011 F-150 NICK	2011 Ford F-150
839	OFFICE TRUCK 2012 F-150 MATT	2012 Ford F-150
840	OFFICE TRUCK 2013 Chevy Silverado BILL	2013 Chevy Silverado 4x4
841	OFFICE TRUCK 2015 FORD F150 CHRIS	2015 Ford F150
842	OFFICE TRUCK 2016 FORD F150 JIM	2016 Ford F150
843	OFFICE TRUCK 2016 FORD F150 Brian	2016 Ford F150
850	REPAIR TRUCK 1197 FORD F-250	1997 Ford F-250
861	CREW TRUCK 2005 F-150	2005 Ford F-150
862	SHOP TRUCK 2014 GMC SIERRA 2500	2014 GMC SIERRA 2500
864	OFFICE TRUCK 2012 F-150 KURT	2012 Ford F-150
881	SM SUPPORT TRK - SHOP -	2003 GMC SIERRA PU
883	CREW TRUCK -	2005 Ford F-150
884	SM SUPPORT TRK - KINKEMA	2009 Dodge 1500
885	SM SUPPORT TRK - PLOW	2001 DODGE 2500
886	SM SUPPORT TRK -	2015 CHEVY COLORADO
		Volvo WX64 Plunge
900	GROOVING TRUCK - 2 BOX	1999 Saw Truck
901	GRINDER TRUCK - 2 BOX	2006 Autocar WX64
902	GRINDER TRUCK - 2 BOX	2015 Autocar
903	GRINDER TRUCK - 2 BOX	2015 Autocar
910	GRINDER TRUCK - 1 BOX	2001 Isuzu FSR 51
911	GRINDER TRUCK - 1 BOX	2002 2002 Isuzu
912	GRINDER TRUCK - 1 BOX	2004 GMC TILT cab
916	GRINDER/GROOVER - 2 BOX	2006 Autocar WX64
920	GRINDER TRUCK - 3 BOX	2006 Freightliner Condor
921	GRINDER TRUCK - 3 BOX	2006 Freightliner Condor
980	GRINDER TRUCK	2001 GMC T-7500
1003	Waterblaster	2007 Mack MR 688S
1004	Waterblaster (formerly 527)	2006 Mack MR 688S
1005	Waterblaster	2014 Peterbilt 320
1006	Waterblaster	2016 Autocar
	TRAILERS	
T-01	T-01 Single Grinder Trailer	1965 Wilson
T-03	T-03 Single Grinder Trailer	1986 Assemb

T-04	T-04 Single Grinder Trailer	1986 Ajax
T-07	T-07 Small Sweeper Trailer	1988 Seco
T-14	T-14 Thermo Maxi Mac Trailer	1990 Ther-Mac
T-15	T-15 Road Vac Trailer #1	1992 Dickson
T-16	T-16 Double Grinder Trailer	1993 Litwiller
T-17	T-17 Reflector Tractor Trailer	1995 Redi Haul
T-18	T-18 Fork Lift Trailer Medium Capacity	1995 Hurst
T-19	T-19 Large Sweeper Trailer	1996 C W I
T-20	T-20 Turbo Trailer for SX Turbo	1996
T-21	T-21 Fork Lift Trailer Heavy Capacity	1997 Eager Beaver
T-22	T-22 Brimar Dump Trailer Troy	1997 Brimar
T-24	T-24 Brimar Dump Trailer Kzoo	2001 Brimar
T-25	T-25 Blastrac Trailer	Premco Triple L
		2001 Mod#7612
		Premco Triple L
T-27	T-27 Hot Plastic Cart Trailer	2002 Mod#4610
		JLG Industries Triple
T-28	T-28 Blastrac Trailer	2003 L Mod#7612
		Premco Triple L
T-29	T-29 Grinder Trailer	2004 Mod#7614
T-30	T-30 Road Vac Trailer #2	1995 Dickson
		Roadmaster Trailer
T-32	T-32 Storage Trailer (Ray Herrin)	2005 Coach
		JLG Industries Triple
T-33	T-33 Blastrac Trailer	2005 L Mod#7612
T-34	T-34 Double Grinder Trailer	2005 JLG Industries
T-35	T-35 Hurricane Trailer Vac	2004
T-36	T-36 Mobile 4-Pot	2006 Jim Shea Original
T-37	T-37 6 x 14' Ft. Grinder Trailer	2006 Triple L Trailer
T-38	T-38 45 ft Great Dane Storage Trailer	1993 Great Dane
T-39	T-39 48 ft Great Dane Storage Trailer	1994 Great Dane
		Barlow 16' Heavy
T-40	T-40 Sign Trailer	2006 Duty
		Heartland Utility
T-41	T-41 Sign Trailer	2008 Trailer
T-42	T-42 Sign Trailer	2006 Hudson
T-43	T-43	2008 LINKLETTER
T-44	T-44	2009 Triple L Trailer
T-45	T-45 Flatbed Trailer	2009 Triple L Trailer
T-46	T-46	2009 Triple L Trailer
T-47	T-47	2009 Triple L Trailer
T-48	T-48	2010 AirTow Trailer
T-49	T-49 Trailer for G3 airmark heater	2011 Interstate Trailer
T-50	T-50	2010 AirTow Trailer
T-51	T-51	2011 Cargo King
T-52	T-52	2011 AirTow Trailer
T-53	T-53	2012 AirTow Trailer

T-54	T-54	2013 AirTow Trailer
T-55	T-55	2013 AirTow Trailer
T-56	T-56	2013 AirTow Trailer
T-57	T-57	2014 AirTow Trailer
T-58	T-58	2014 AirTow Trailer
T-59	T-59	2016 Stealth Trailer
T-60	T-60	2016 Stealth Trailer
T-61	T-61	2016 AirTow Traller
T-62	T-62	2016 Arrow Trailer
T-63	T-63	2016 Arrow Trailer
T-80	TRAILER - MISC SM SUPPORT	2000 Corn Pro
T-81	TRAILER - MISC SM SUPPORT	2004 Continental Enc.
T-83	TRAILER - MISC SM SUPPORT	2012 Load Trail
T-85	TRAILER -	2006 Superline



## CITY COUNCIL AGENDA ITEM

Date: June 22, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Lisa Burnham, Controller  
Kurt Bovensiepe, Public Works Director  
Scott Carruthers, Streets and Drains Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Major Street Pavement Marking

### History

- Pavement markings are installed per the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and are used to convey messages to roadway users on what part of the road to use and also to communicate conditions ahead.
- Major Street Pavement Markings are completed on an as needed basis throughout the year.
- Pavement marking cost history by year is detailed below:
  - 2016 \$88,419.59
  - 2017 \$94,742.28
  - 2018 \$81,318.50
  - 2019 \$80,239.83
- PK Contracting is the current awarded Major Streets Pavement Markings Contractor.
- The current contract is expiring June 30, 2021.

### Purchasing

- On June 10, 2021 a bid opening was conducted as required by City Charter and Code to furnish major street pavement markings. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info) and the bid was also sent to the Troy Chamber of Commerce. One (1) bid response was received. Below is a detailed summary of potential vendors:

Companies notified via MITN	115
Troy Companies notified via MITN	4
Troy Companies notified Active email Notification	4
Troy Companies notified Active Free	0
Companies that viewed the bid	5
Troy Companies that viewed the bid	1

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



## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

- Upon review of the bid proposal, it was determined that P.K. Contracting, Inc. a Troy, MI vendor, was qualified to perform the work specified.
- *P K Contracting of Troy MI* is being recommended for award of this contract.

### **Financial**

Funds are budgeted and available in the Major Streets Fund for the 2022 Fiscal Year. Expenditures will be charged to account number 202.447.22.477.7802.070.

<b><u>2 Yr. Contract</u></b>	<b><u>Amount</u></b>
1	\$100,600.00
2	\$102,310.00
Total 2-Yr. Contract	\$203,210.00
1 Year Renewal	\$104,660.00

### **Recommendation**

City management recommends awarding a two (2) year contract with the option to renew for one (1) additional year to sole bidder meeting specifications; *PK Contracting, Inc. of Troy, MI* to provide Major Street Pavement Marking services at unit prices as detailed in the bid tabulation opened June 10, 2021 and as detailed below by year. Note that the renewal option will be the same pricing as Year 2 of the contract. Pavement Marking Services will be installed on an as needed basis, not to exceed budgetary limitations with the contract expiring June 30, 2024.



Opening Date: 06/10/2021  
Date Reviewed: 06/10/2021

CITY OF TROY  
BID TABULATION  
STREET PAVEMENT MARKING

ITB-COT 21-36  
Page 1 of 3

VENDOR NAME:	P.K. Contracting, LLC
CITY:	Troy, MI
CHECK #:	1602408609
AMOUNT:	\$4,900.00

**PROPOSAL-Two-Year Requirements of Major Street Pavement Marking with an Option to Renew for One Additional Year.**

**PROPOSAL A: PURCHASE OF THERMOPLASTIC EXTRUDE**

ITEM	EST QTY (50 lb. bags)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/Bag	Annual Total	Unit Price/Bag	Annual Total
1	2,000	Thermoplastic Extrude Alkyd White (City/County)	\$36.00	\$72,000.00	\$37.80	\$75,600.00
2	1,000	Thermoplastic Extrude Alkyd Yellow (City/County)	\$36.00	\$36,000.00	\$37.80	\$37,800.00
PROPOSAL A ESTIMATED TOTAL:			\$108,000.00		\$113,400.00	
Proposal A: Sprayable Thermoplastic Manufacturer/Product #:			Manufacturer: Ennis    Product #: 884822; 883241			

**PROPOSAL B: RETRACE EXISTING MARKINGS - Sprayable Thermoplastic**

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	173,800	4" Solid White, Pavement Marking	\$0.15	\$26,070.00	\$0.16	\$27,808.00
2	54,800	4" Skip White, Pavement Marking	\$0.15	\$8,220.00	\$0.16	\$8,768.00
3	281,000	4" Solid Yellow, Pavement Marking	\$0.15	\$42,150.00	\$0.16	\$44,960.00
4	33,000	4" Skip Yellow, Pavement Marking	\$0.15	\$4,950.00	\$0.16	\$5,280.00
5	1,000	Removal of Pavement Marking 4" Yellow and/or White	\$0.55	\$550.00	\$0.58	\$580.00
<b>PROPOSAL B ESTIMATED TOTAL:</b>			<b>\$81,940.00</b>		<b>\$87,396.00</b>	

**PROPOSAL C: MARKING NEW PAVEMENT - Sprayable Thermoplastic**

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	500	4" Solid White	\$0.30	\$150.00	\$0.32	\$160.00
2	500	4" Skip White	\$0.30	\$150.00	\$0.32	\$160.00
3	500	4" Solid Yellow	\$0.30	\$150.00	\$0.32	\$160.00
4	500	4" Skip Yellow	\$0.30	\$150.00	\$0.32	\$160.00
<b>PROPOSAL C ESTIMATED TOTAL:</b>			<b>\$600.00</b>		<b>\$640.00</b>	

CITY OF TROY  
BID TABULATION  
STREET PAVEMENT MARKING

ITB-COT 21-36  
Page 2 of 3

VENDOR NAME: P.K. Contracting, LLC  
CITY: Troy, MI

**PROPOSAL D: PAVEMENT MARKING LEGEND - REMOVAL**

ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$50.00	\$100.00	\$52.50	\$105.00
2	35 Each	Only Legend	EA	\$50.00	\$1,750.00	\$52.50	\$1,837.50
3	35 Each	Right Arrow & Left Arrow	EA	\$40.00	\$1,400.00	\$42.00	\$1,470.00
4	2 Each	Straight Left turn or Right turn	EA	\$60.00	\$120.00	\$63.00	\$126.00
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$1.50	\$300.00	\$1.57	\$314.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$3.00	\$990.00	\$3.15	\$1,039.50
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$3.00	\$1,350.00	\$3.15	\$1,417.50
8	5,000 L.F.	Curing Compound Removal	LF	\$0.75	\$3,750.00	\$0.79	\$3,950.00
9	200 L.F.	Cross Walk (Local Rd.) -24"	LF	\$3.00	\$600.00	\$3.15	\$630.00
10	500 L.F.	Cross Walk (Major Rd.) -24"	LF	\$3.00	\$1,500.00	\$3.15	\$1,575.00
<b>PROPOSAL D ESTIMATED TOTAL:</b>				<b>\$11,860.00</b>		<b>\$12,464.50</b>	

**PROPOSAL E: PAVEMENT MARKING TAPE - 3M Stamark Tape Series 270 ES or Alternative Material**

ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$225.00	\$450.00	\$236.25	\$472.50
2	35 Each	Only Legend	EA	\$145.00	\$5,075.00	\$152.25	\$5,328.75
3	35 Each	Right Arrow & Left Arrow	EA	\$145.00	\$5,075.00	\$152.25	\$5,328.75
4	2 Each	Straight Left turn or Right turn	EA	\$225.00	\$450.00	\$236.25	\$472.50
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$5.80	\$1,160.00	\$6.10	\$1,220.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$11.60	\$3,828.00	\$12.20	\$4,026.00
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$11.60	\$5,220.00	\$12.20	\$5,490.00
8	1,000 L.F.	Cross Walk (Local Rd.) -24"	LF	\$11.60	\$11,600.00	\$12.20	\$12,200.00
<b>PROPOSAL E ESTIMATED TOTAL:</b>				<b>\$32,858.00</b>		<b>\$34,538.50</b>	

Proposal E: Pavement Marking Tape Bid Manufacturer/Product #:	Manufacturer: 3M Product #: A-270 ES
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CITY OF TROY  
 BID TABULATION  
 STREET PAVEMENT MARKING

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VENDOR NAME: P.K. Contracting, LLC  
 CITY: Troy, MI

**PROPOSAL F: RECESSED URETHANE PAVEMENT MARKING - Per MDOT Specifications**

ITEM	EST QTY	DESCRIPTION	UNIT	Year 1 (2021)		Year 2 (2022)	
				Unit Price	Annual Total	Unit Price	Annual Total
1	2 Each	School Legend	EA	\$200.00	\$400.00	\$210.00	\$420.00
2	35 Each	Only Legend	EA	\$140.00	\$4,900.00	\$147.00	\$5,145.00
3	35 Each	Right Arrow & Left Arrow	EA	\$140.00	\$4,900.00	\$147.00	\$5,145.00
4	2 Each	Straight Left turn or Right turn	EA	\$200.00	\$400.00	\$210.00	\$420.00
5	200 L.F.	Stop Bars (Local Rd.) - 12"	LF	\$5.50	\$1,100.00	\$5.78	\$1,156.00
6	330 L.F.	Stop Bars (Major Rd.) - 24"	LF	\$11.00	\$3,630.00	\$11.55	\$3,811.50
7	450 L.F.	Cross Walk (Major Rd.) -24"	LF	\$11.00	\$4,950.00	\$11.55	\$5,197.50
8	1,000 L.F.	Cross Walk (Local Rd.) -24"	LF	\$11.00	\$11,000.00	\$11.55	\$11,550.00
<b>PROPOSAL F ESTIMATED TOTAL:</b>				<b>\$31,280.00</b>		<b>\$32,845.00</b>	

**PROPOSAL G: 03T811 (A10) RECESSING PAVEMENT MARKINGS/ 03T811 (A90) PRIMERLESS PATTERNED TAPE - as per MDOT Traffic and Safety Special Provisions (2012)**

ITEM	EST QTY (Lineal Feet)	DESCRIPTION	Year 1 (2021)		Year 2 (2022)	
			Unit Price/L.F.	Annual Total	Unit Price/L.F.	Annual Total
1	1,000	Recessing Pavement Marking	\$1.00	\$1,000.00	\$1.05	\$1,050.00
2	1,000	Primerless Patterned 4" Tape	\$4.00	\$4,000.00	\$4.20	\$4,200.00

**PROPOSAL G ESTIMATED TOTAL:** **\$5,000.00** **\$5,250.00**

**PROPOSAL A - G ESTIMATED TOTAL:** **271,538.00** **286,534.00**

**ESTIMATED GRAND TOTAL - ALL PROPOSALS - TWO YEARS** **558,072.00**

PROPOSED PAYMENT SCHEDULE:	Net 30
HOURS OF OPERATION:	7AM - 7PM
24 HOUR PHONE NO.:	248-362-2130
YEARS OF EXPERIENCE:	45 years
PREQUALIFICATION REQUIREMENTS:	
MDOT Classification:	N3, N93D
Company Numerical Rating:	\$210,531,000.00
LIST OF EQUIPMENT:	Y or N
REFERENCES:	Y or N
INSURANCE MET:	Y or N
PAYMENT TERMS:	Net 30
WARRANTY:	Per Specs
EXCEPTIONS:	None
ACKNOWLEDGEMENT:	Y or N
FORMS:	Y or N

Attest:

(\*Bid Opening conducted via a Go-To Meeting)

Dennis Trantham

Joe Lagarde

Heather Chomiak

Kristine Kallek

Jackie Ahlstrom

Emily Frontera

Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2020

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

PRODUCER VTC Insurance Group  1175 West Long Lake Road Suite 200 Troy, MI 48098	1-248-828-3377	CONTACT NAME: Gayle Botner PHONE (A/C, No. Ext): 248-828-3377 E-MAIL: gbotner@vtcins.com ADDRESS:	FAX (A/C, No): 248-828-3741
INSURED P.K. Contracting, Inc.  1965 Barrett Troy, MI 48084-5372	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: PHOENIX INS CO	25623
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C: TRAVELERS IND CO OF CT	25682
		INSURER D: CHARTER OAK FIRE INS CO	25615
		INSURER E: GREAT AMER INS CO	16691
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 61014595

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	C0324P3222	12/31/20	12/31/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	810324P3222	12/31/20	12/31/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP4P45443A	12/31/20	12/31/21	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8J540671	12/31/20	12/31/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liability						

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

Where required by written contract, the following is addt'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and addt'l ins with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the following as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability  
RE: City of Troy - Major Street Pavement Marking Services  
Additional Insured: City of Troy

## CERTIFICATE HOLDER

## CANCELLATION

City of Troy  500 W. Big Beaver  Troy, MI 48084  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

## COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

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

- (2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (3) Immediately 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.

- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## COMMERCIAL GENERAL LIABILITY

### C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

### D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

### E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;



## COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

### F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. BROAD FORM NAMED INSURED</li> <li>B. BLANKET ADDITIONAL INSURED</li> <li>C. EMPLOYEE HIRED AUTO</li> <li>D. EMPLOYEES AS INSURED</li> <li>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</li> <li>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</li> <li>G. WAIVER OF DEDUCTIBLE – GLASS</li> </ul> | <ul style="list-style-type: none"> <li>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</li> <li>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</li> <li>J. PERSONAL PROPERTY</li> <li>K. AIRBAGS</li> <li>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</li> <li>M. BLANKET WAIVER OF SUBROGATION</li> <li>N. UNINTENTIONAL ERRORS OR OMISSIONS</li> </ul> |
|--|--|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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 Covered Autos 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.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

- 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 an "employee's" name, with your

## COMMERCIAL AUTO

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".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate 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".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8J640671-20-26-G

## 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. (This agreement applies only 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 any one not named in the Schedule.

### SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

## UMBRELLA

2. We have no duty to defend any insured against any "suit":
  - a. Seeking damages to which this insurance does not apply; or
  - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of:
    - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
    - (2) Appeal bonds and bonds to release attachments;  
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
  - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

## SECTION II – WHO IS AN INSURED

### A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
  - a. The limits of insurance afforded to such person or organization will be:
    - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
    - (2) The limits of insurance of this policy; whichever is less; and
  - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

### B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:



## UMBRELLA

### T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the Insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the Insured has agreed in a contract or agreement to waive that Insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such Insured.

2. Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the Insured) who has paid any amount in excess of the applicable limit of insurance;
  - b. Next, to us; and
  - c. Then, to any person or organization (including the Insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

### U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The Insured's liability is established by:
  - a. A court decision; or
  - b. A written agreement between the claimant, the Insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the Insured.

### SECTION VI - DEFINITIONS

- A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of COVERAGE A - EXCESS FOLLOW-FORM LIABILITY of SECTION I - COVERAGES; and
  - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the Insured failed to comply with any term or condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
  3. "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.
  4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

## UMBRELLA

- b. You have paid all premiums due for this policy at the time you make such request;
  - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
  - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

## J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
- a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

## K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of COVERAGE A — EXCESS FOLLOW-FORM LIABILITY of SECTION I — COVERAGES. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
- a. Coverage;
  - b. Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

## M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an Insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

#### N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of SECTION II - WHO IS AN INSURED.

#### O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

#### P. PROHIBITED COVERAGE - UNLICENSED INSURANCE

1. With respect to loss sustained by any Insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
  - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

#### Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

#### R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

#### S. SEPARATION OF INSURED

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2020

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

PRODUCER VTC Insurance Group  1175 West Long Lake Road Suite 200 Troy, MI 48098	1-248-828-3377	CONTACT NAME: Gayle Botner PHONE (A/C, No, Ext): 248-828-3377 E-MAIL: gbotner@vtcins.com ADDRESS:	FAX (A/C, No): 248-828-3741
INSURED P.K. Contracting, Inc.  1965 Barrett Troy, MI 48084-5372		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: PHOENIX INS CO	25623
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C: TRAVELERS IND CO OF CT	25682
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 61014766

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	C0324P3222	12/31/20	12/31/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	810324P3222	12/31/20	12/31/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP4P45443A	12/31/20	12/31/21	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	X N/A	UB8J540671	12/31/20	12/31/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)

Where required by written contract, the following is addt'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and addt'l ins with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the following as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability City of Troy

## CERTIFICATE HOLDER

## CANCELLATION

City of Troy  500 W. Big Beaver  Troy, MI 48084  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2020

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## COVERAGES

CERTIFICATE NUMBER: 61014475

REVISION NUMBER:

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	Prof/Poll Liability					07/12/20	

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500 W. Big Beaver  
Troy, MI 48084

USA

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AUTHORIZED REPRESENTATIVE

*Alan P. Chandler*

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