

## CITY COUNCIL MINUTES

April 11, 2022

**Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Sylvan Glen Lake Park Improvements; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Sylvan Glen Lake Park Improvements – Construction Administration and Budget Amendment (Introduced by: Kurt Bovensiepe, Public Works Director)**

Resolution #2022-04-053

Moved by Hodorek

Seconded by Abraham

RESOLVED, That Troy City Council hereby **AWARDS** a contract to install the proposed improvements in Sylvan Glen Lake Park to the low bidder meeting specification; *WC/ Contractors, Inc. of Detroit, MI*, at unit prices contained in the bid tabulation opened March 3, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with an estimated total of \$886,900 and with a 15% contingency totaling \$133,000 but not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *OHM Advisors of Livonia, MI*, which is one of the City's professional service engineering firms (Resolution #2017-06-105-J-4a), for the construction administration of improvements at Sylvan Glen Lake Park for a total estimated cost of \$127,000 and with a 15% contingency totaling \$19,000 but not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment of \$916,000 to the Capital Fund- Park Development- Sylvan Glen Lake Park.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** City Administration to roll any unused funds from the 2022 budget specific for this project to the 2023 Capital Fund.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the contractors' submission of properly executed bid documents, insurance certificates and all other specified requirements.

Yes: All-7

No: None

**MOTION CARRIED**

## **CITY COUNCIL MINUTES**

**March 21, 2022**

**Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Sylvan Glen Lake Park Improvements; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Sylvan Glen Lake Park Improvements – Construction Administration and Budget Amendment (*Introduced by: Kurt Bovensiepe, Public Works Director*)**

This item was pulled from the Agenda at the request of City Administration.

# BLANKET ORDER

No. 2022-00001263

DATE: 04/20/2022

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY  
Building Operations  
5501 ROCHESTER  
TROY, MI 48085

Bill To

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

VENDOR NO. 111577

Vendor

WCI CONTRACTORS  
20210 CONNER  
DETROIT, MI 48234

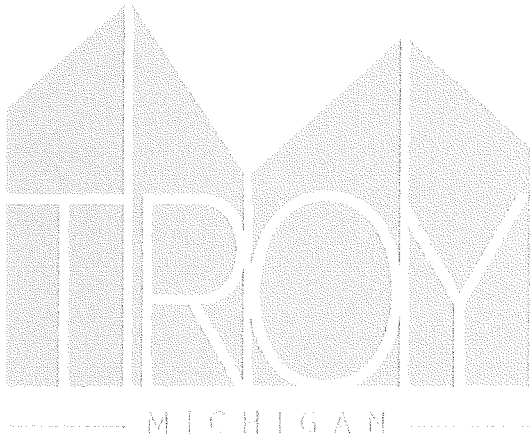
COUNCIL RESOLUTION

2022-04-053

INSTRUCTIONS

Return to Department

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Sylvan Glen Lake Park Improvements	886,900.0000	\$886,900.00
				

Entered By: Andrew Chambliss

\$886,900.00

## Special Instructions:

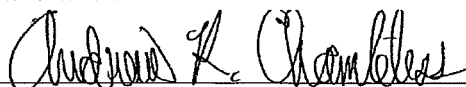
Council Award Date: 4/11/2022 Standard Purchasing Resolution 2: Low Bidder Meeting Specifications -Sylvan Glen Lake Park Improvements; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds -Sylvan Glen Lake Park Improvements - Construction Administration and Budget Amendment -

## 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.



# BLANKET ORDER

No. 2022-00001264

DATE: 04/20/2022

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY  
Building Operations  
5501 ROCHESTER  
TROY, MI 48085

Bill To

CITY OF TROY  
Building Operations  
4693 ROCHESTER ROAD  
TROY, MI 48085**COUNCIL RESOLUTION**

2022-04-053

**CONTRACT #**

2018-90000003

**INSTRUCTIONS**

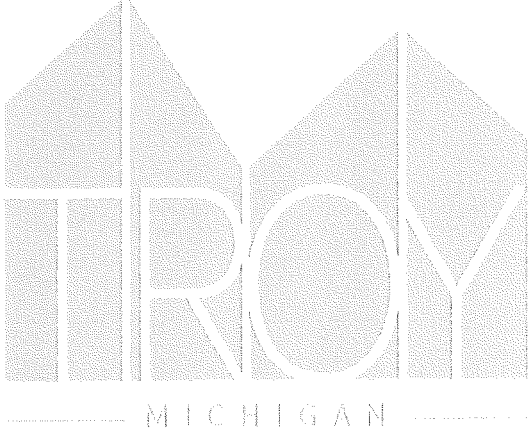
Return to Department

**VENDOR NO.** 109242

Vendor

OHM ENGINEERING ADVISORS  
34000 PLYMOUTH ROAD  
LIVONIA, MI 48150

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Sylvan Glen Lake Park - Contract Admin Services	35,000.0000	\$35,000.00
1	Lump Sum	Sylvan Glen Lake Park - Construction Observation Services	65,000.0000	\$65,000.00
1	Lump Sum	Sylvan Glen Lake Park - Testing Services	13,000.0000	\$13,000.00
1	Lump Sum	Sylvan Glen Lake Park - Staking	14,000.0000	\$14,000.00
				

Entered By: Andrew Chambliss

\$127,000.00

**Special Instructions:**

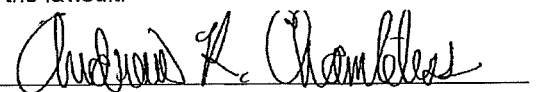
Council Award Date: 4/11/2022 Standard Purchasing Resolution 2: Low Bidder Meeting Specifications -Sylvan Glen Lake Park Improvements; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds -Sylvan Glen Lake Park Improvements - Construction Administration and Budget Amendment - Construction Phase Services for a total estimated cost of \$127,000 but not to exceed budgetary limitations

**TERMS & CONDITIONS**

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

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

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



CITY OF TROY  
BID TABULATION  
SYLVAN GLEN LAKE PARK IMPROVEMENTS

Vendor Name:	WCI Contractors	Warren Contractors	Premier Group	Brix Corporation
City:	Detroit	Shelby Twp	Detroit	Troy
Check #:	2015526172	1608912663	2015542602	2287155
Check Amount:	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

**PROPOSAL:** TO FURNISH ALL LABOR, EQUIPMENT MATERIALS, AND SUPPLIES TO COMPLETE SPECIFIED PARK IMPROVEMENTS TO THE SYLVAN GLEN LAKE PARK.

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

<b>BASE BID PRICE:</b>	<b>886,900.00</b>	<b>\$992,000.00</b>	<b>\$962,000.00</b>	<b>\$1,100,092.00</b>
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**UNITS:** The amounts below will be added to the Contract Sum on performance and measurement of the individual items of Work for quantities above those identified on the drawings which are included in the base bid price.

	Dollars (\$) per Unit	Dollars (\$) per Unit	Dollars (\$) per Unit	Dollars (\$) per Unit
<b>Unit Price No. 01: Seeding</b>	<b>8.25</b>	<b>\$7.00</b>	<b>\$0.25</b>	<b>\$8.27</b>
Prime Bidder attended Mandatory Pre-bid meeting: Y or N	Y	Y	Y	Y
Document 00 43 21 ALLOWANCE FORM Attached: Y or N	Y	Y	Y	Y
<b>Contact Information:</b> Hours of Operation:	8:00AM - 4:30PM	7:00AM - 5:00PM	7:00AM - 6:00PM	8:00AM - 5:00PM
24 Hr. Phone No.:	313-368-2100	586-323-3350	313-671-6787	313-965-0000
Proposed Payment Schedule:	Monthly	Monthly	30, 45, 60, 90, 120, 150 days	30 days
References provided: Y or N	Y	Y	Y	Y
Insurance can be provided: Y or N	Y	Y	Y	Y
Payment Terms:	Net 30	Net 30	Net 30	Net 30
Warranty:	2 years	Per specifications	No response	One Year
Completion:	October 28, 2022	Per specifications	October 28, 2022	No Response
Exceptions: Y or N	N	Y	Y	Y
Acknowledgement: Y or N	Y	Y	Y	Y
Addendums 1 & 2: Y or N	Y	Y	Y	Y
Forms: Y or N	Y	Y	Y	Y

(\*Bid Opening conducted via Zoom)

Emily Frontera  
Jackie Ahlstrom  
Andrew R. Chambliss  
Kurt Bovensiepe  
Dennis Trantham

Emily Frontera  
Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 22-05

Page 1 of 8

The undersigned proposes to complete the **PARK IMPROVEMENTS PROJECT AT SYLVAN GLEN LAKE PARK** in accordance with the attached bid specifications, diagrams and site maps that are to be considered an integral part of this bid proposal, at the following prices:

**COMPANY NAME:** WCI Contractors, Inc.

The bid document contains the following sections:

Instructions to Bidders (3 pages)	Public Act 57 (2 pages)
Bid Proposal (8 pages)	Consent of Surety - Sample (1 page)
OHM Request for Interpretation (RFI) Form (1 page)	Sample Insurance Certificate (4 pages)
Forms (10 forms)	Statement of No Bid (1 page)
Performance Bond (1 page)	Specifications (435 pages)
Labor & Material Bond (1 page)	Plans/Drawings (34 pages)
Maintenance & Guarantee Bond (2 pages)	Geotechnical Report from G2 (18 pages)

**PROPOSALS:** The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of park improvements at **Sylvan Glen Lake Park** in Troy, Michigan.

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

**Provide new site lighting, concrete and asphalt pavement at drive and parking, and associated utility installations to support new restroom facility. This space will include freestanding site lighting and site power with associated underground runs and utility coordination. Construction of new restroom facility to provide new toilet rooms and storage room, associated MEP systems, and other Work indicated in the Contract Documents.**

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

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

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

**BASE BID PRICE:** \$886,900.00 Dollars

**Eight Hundred Eighty-Six Thousand Nine Hundred Dollars and 00/100**

**UNIT PRICES:**

The amounts below will be added to the Contract Sum on performance and measurement of the individual items of Work for quantities above those identified on the drawings which are included in the base bid price.

Unit Price No. 01: Seeding  
1. Eight Dollars and 25/100 Dollars (\$ 8.25 ) per unit

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

**ALLOWANCE FORM:** Document 00 43 21 ALLOWANCE FORM Attached? X YES      NO

**MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting will be held on Monday, February 14, 2022 at 10:00 am at the Department of Public Works located at 4693 Rochester Road, Troy, Michigan 48085. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. Weather permitting, a walk-through of the project will take place after the Mandatory Pre-Bid Meeting at Sylvan Glen Lake Park Parking lot located at 5501 Rochester Road, Troy, Michigan 48085

**ADDITIONAL INFORMATION:**

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

**SITE INSPECTIONS:**

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

**PERMITS:**

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

**BID DEPOSIT AND FORFEITURE:**

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

**AWARD:**

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

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

COMPANY NAME: WCI Contractors, Inc.

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**DELIVERY:**

All materials are to be F.O.B. delivered, freight paid, to the project site.

**CONTACT INFORMATION:**

Hours of operation: 8:00am- 4:30pm 24 Hr. Contact Phone No. 313.368.2100

**LOCAL PREFERENCE:**

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

**PURCHASE ORDER:**

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

**CONTRACT FORMS:**

Bidders should complete 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.

**CONTRACT TERMINATION:**

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

**TERMINATION FOR CONVENIENCE:**

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

**PROGRESS PAYMENTS:**

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

Proposed Payment

Schedule Billed monthly per contract requirements. Terms Net 30

*(Please submit an attachment identified as \_\_\_\_\_ if more space is necessary.)*

COMPANY NAME: WCI Contractors, Inc.



**REFERENCES:**

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

COMPANY: City of Detroit, General Services Dept.  
ADDRESS: 115 Erskine St., Detroit MI 48201  
PHONE: 313-224-3484 CONTACT: Tim Karl  
EMAIL: tkarl@detroitmi.gov

COMPANY: City of Royal Oak  
ADDRESS: 203 S. Troy Street, Royal Oak, MI 48067  
PHONE: 248-246-3260 CONTACT: Holly Donaghue  
EMAIL: hollyd@romi.gov

COMPANY: City of Southfield  
ADDRESS: 26000 Evergreen Road, Southfield, MI 48037  
PHONE: 248-796-4154 CONTACT: Terry Croad  
EMAIL: tcroad@cityofsouthfield.com

**MICHIGAN CONSTRUCTION LIEN ACT:**

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

**PUBLIC ACT 57:**

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

**BOND SUBMITTAL:**

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

**SUBCONTRACTORS:**

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

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

COMPANY NAME: WCI Contractors, Inc.

**COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:**

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the contractor and shall be included in the bid response for reference by the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **Final Completion Date: October 28, 2022**

Failure of the bidder to complete the project as specified shall result in the following penalties:  
**\$750 per day every calendar day after final completion date that the project is not complete.**

**IMPORTANT INFORMATION:**

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

**PREVAILING WAGES:**

This is not a Prevailing Wage project.

COMPANY NAME: WCI Contractors, Inc.

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

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

☒ (X) 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 MITN website.

**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: WCI Contractors, Inc.

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

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

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

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

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

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

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

COMPANY NAME: WCI Contractors, Inc.

**SIGNATURE PAGE**

**PRICES:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

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

TAX ID: 38-3007970

COMPANY: WCI Contractors, Inc.

ADDRESS: 20210 Conner St. CITY: Detroit STATE: MI ZIP: 48234

PHONE: 313.368.2100 FAX NUMBER: 313.368.8986

REPRESENTATIVE NAME: Thomas A. Maliszewski III

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

PAYMENT TERMS: Net 30 WARRANTY: 2 years

CHECK INCLUDED: yes COMPLETION: Per contract requirements

EMAIL: wcicontractors@msn.com

**EXCEPTIONS:**

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

**ACKNOWLEDGEMENT:**

I, Thomas A. Maliszewski III, certify that I have read the **Instructions to Bidders** (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or the MITN website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

**IMPORTANT:**

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

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

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

### SIGNATURE PAGE

**PRICES:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

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

TAX ID: 38-3007970

COMPANY: WCI Contractors, Inc.

ADDRESS: 20210 Conner St. CITY: Detroit STATE: MI ZIP: 48234

PHONE: (313) 368.2100 FAX NUMBER: (313) 368.8986

REPRESENTATIVE NAME: Thomas A. Maliszewski III

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

PAYMENT TERMS: Net 30 WARRANTY: 2 years

CHECK INCLUDED: yes COMPLETION: October 28, 2022 or Per contract requirements

EMAIL: wcicontractors@msn.com

**EXCEPTIONS:**

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

**ACKNOWLEDGEMENT:**

I, Thomas A. Maliszewski III, certify that I have read the **Instructions to Bidders** (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or the MITN website, [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

**IMPORTANT:**

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

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

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



February 15, 2022

Addendum 1  
ITB-COT 22-05  
Sylvan Glen Park Improvements Project  
Page 1 of 3

**To All Bidders:**

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Monday, February 14, 2022 at 10:00 AM EST the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 22-05, Sylvan Glen Park Improvements Project. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at the Troy DPW, 4693 Rochester Rd, Troy, MI 48065.

Items from the bid documents to be aware of and should be REVIEWED:

- **Bid Opening date and time Thursday, March 3, 2022, at 10:00 AM E.S.T.**
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications and attend the MANDATORY Pre-bid Meeting that was scheduled for Monday, February 14, 2022 at 10:00 AM EST, at the Department of Public Works as detailed. The meeting was held to answer and/or clarify questions regarding the bid specifications and site plans. An opportunity to walk and inspect the project site was provided after the pre-bid meeting.
- **Bid Deposit:** Each proposal shall be accompanied by a certified check or a cashier's check in the amount of **\$10,000.00 payable to the City of Troy, Michigan**, to be forfeited to said City in case of failure on the part of the successful bidder to enter into the attached form of agreement to do the work covered by such proposal at the price and within the time stated herein. **A PDF version of this Certified Check must be included with your Electronic Bid Submission Response.** Company checks and/or bid bonds will not be accepted for bid security.
- **Project completion:** The entire project, including proper clean up, to the satisfaction of the City, shall be no later than **October 28, 2022. Please note in the Exceptions Area concerns or issues relating to material lead times and completion date.**
- *For ADDITIONAL INFORMATION* or specific questions concerning this project, please contact the City of Troy Public Works Director, Kurt Bovensiepe at [k.bovensiepe@troymi.gov](mailto:k.bovensiepe@troymi.gov) or 248.524.3489 between 8:00am and 4:00pm.
- **INSURANCE:** If awarded – Insurance needs to be submitted to the City's Purchasing Manager, and approved before work can begin.
- **SPECIFICATIONS:** As detailed.

Attendance at the Pre-Bid Meeting was mandatory, everyone signed in. The following Companies were represented and in attendance:

Marvin Pinsuwan – Brix Corporation  
Wade Williams– Wades Electric  
Ed Summers – Premier Group Associates  
Nick Cerullo – Warren Contractors & Development  
Mark Trueman - MHM Construction  
Bill Quinn – North American Construction Ent.  
Tom Mallszewski – WCI Contractors

**Introduced By:** Emily Frontera, Purchasing Manager  
Kurt Bovenslep, Public Works Director  
Chris Ozog, Project Architect, OHM Advisors  
Dennis Trantham, Facilities & Grounds Operations Manager

**Clarifications were discussed as follows:**

- Emily Frontera, Purchasing Manager gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
  - The pre-bid meeting sign in sheet is also included with the Addendum (2 pages)
  - City Council Award Date is March 28, 2022
- Chris Ozog, Project Architect, gave an overview of the specifications, drawings and site.
  - Both Allowance Form (Electric and Gas) and Unit Price Form need to be included with your proposal
  - RFI Form to be used when submitting questions and include drawing reference and spec information
  - Substitution Request Form to be completed for any substitution requests and provide comparison information. Both must be submitted to be reviewed and considered.
  - Project includes concrete entrance drive, new asphalt drive and parking lot and new building. This is the first phase of the master plan that includes the addition of pavilions and playscapes.
  - Detail Scope of work: New concrete curb cut, new pavement and drive, concrete sidewalk on one side to allow for sheet draining to a bioswale and grading. Proposed building on NW corner. There is an existing asphalt sidewalk that is to be abutted to and another drive that leads to maintenance garage.
  - There is a utilities trunk line coming in.
  - Water and Sanitary will be done by the City and brought up to the building.
  - Building contains two unisex toilet rooms and storage. Design is a single wythe, insulated, load bearing, masonry building with wood trusses. Floor will be radiate floor system. Doors will consist of one coiling overhead door and FRP doors. Block to be the finish for both interior and exterior. Metal roof and associated mechanical and electrical systems.
  - OHM will coordinate testing for the items specified on the drawings through their field services.
  - OHM will provide initial layout and will be performing the Contract Administration. If the layout stakes are damaged because of contractor negligence, the cost to have the area re-staked will be deducted from the corresponding pay application.

**Questions and Answers were discussed as follows:**

**QUESTION:** Are there permit fees?

**ANSWER:** Permit has been submitted. Will have to resubmit under contractor's name once project is awarded. All permit fees associated with the City will be waived.

**QUESTION:** Any chance the bid opening can be moved to the afternoon?

**ANSWER:** No, bid openings have a fixed time frame and cannot be changed to a later time.

**QUESTION:** Will we be responsible for restoration of the City work for utilities?

**ANSWER:** No



**Additional Attachment:**

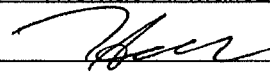
*OHM Addendum #1 - Finish Change is identified in the attached (1 page)*

Please be advised that the City of Troy Purchasing Department has authorized the following **ANSWERS TO QUESTIONS** regarding Bid Proposal **ITB-COT 22-05, Sylvan Glen Park Improvements Project**. The **CHANGES** will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **ITB-COT 22-05, SYLVAN GLEN LAKE PARK IMPROVEMENTS PROJECT**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before **Thursday, March 3, 2022 at 10:00 AM EST.**

COMPANY: WCI Contractors, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Thomas A. Maliszewski III

SIGNATURE: 

ADDRESS: 20210 Conner St.

Detroit, MI 48234

DATE: 02.15.2022



February 23, 2022

Addendum 2  
ITB-COT 22-05  
Sylvan Glen Park Improvements  
Page 1 of 1

**To All Bidders:**

Please be advised that the City of Troy Purchasing Department has authorized the following clarification(s) and or change(s) to the specifications for **ITB-COT 22-05, Sylvan Glen Lake Park Improvements**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Request for clarification was received as follows:

**Additional Attachments:**

**OHM Addendum #2** - General information, Project Manual and Drawing/Spec Change is identified in the attached (1 page)

**Table of Contents** - Revised 2/23/2022 (4 pages)

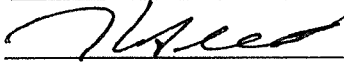
**Specification Revision** - SECTION 26 05 33 – RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS (12 pages)

Please be advised that the City of Troy Purchasing Department has authorized the following CLARIFICATIONS and REVISIONS regarding Bid Proposal **ITB-COT 22-05, Sylvan Glen Lake Park Improvements**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 2 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 22-05, SYLVAN GLEN LAKE PARK IMPROVEMENTS PROJECT**. All other items in the original bid proposal remain the same. This Addendum 2 should be included with the electronic bid submission, on or before **Thursday, March 3, 2022 at 10:00 AM EST**.

COMPANY: WCI Contractors, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Thomas A. Maliszewski III

SIGNATURE: 

ADDRESS: 20210 Conner St.  
Detroit, MI 48234

DATE: 02.23.2022

DOCUMENT 00 43 21 - ALLOWANCE FORM

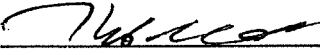
1.1 BID INFORMATION

- A. Bidder: WCI Contractors, Inc.
- B. Project Name: Sylvan Glen Lake Park Improvements.
- C. Project Location: 5501 Rochester Road, Troy, MI.
- D. Owner: City of Troy.
- E. Architect: OHM Advisors.
- F. Architect Project Number: 0128-21-0030.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 3 day of March, 2022.
- B. Submitted By: WCI Contractors, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Thomas A. Maliszewski III (Type or print name).
- E. Title: Vice President (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

Sylvan Glen Lake Park Improvements  
OHM PROJECT # 0128210030

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ALLOWANCE FORM  
00 43 21 - Page 1 of 1  
Issued for BIDS: 02/01/2022



## **Legal Status of Bidder:**

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

WCI Contractors, Inc.

A corporation duly organized and doing business under the laws of the State of Michigan for whom Thomas A. Maliszewski III, 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:

Thomas A. Maliszewski III, 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.

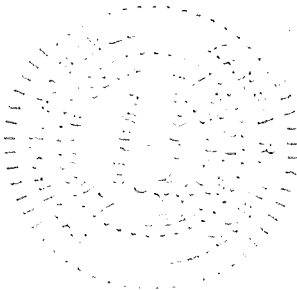
[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

[Signature]  
NOTARY'S SIGNATURE Karen R. Merritt

Subscribed and sworn to before me this 3rd day of March, 2022 In and for  
Macomb County acting in Wayne.

My commission expires:

6/10/2023





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

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

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

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

☒ I am able to certify to the above statements.

WCI Contractors, Inc.

Name of Agency/Company/Firm (Please Print)

Thomas A. Maliszewski III, Vice President

Name and title of authorized representative (Please Print)

  
Signature of authorized representative

3.02.2022

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	WCI Contractors, Inc.
Street Address	20210 Conner St.
City	Detroit
State, Zip	MI 48234
Corporate I.D. Number/State	800380048
Taxpayer I.D. #	38-3007970

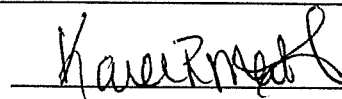
The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies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

Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:  
Thomas A. Malszewski III

Witness Signature:



Printed Name of Witness: Karen R. Merritt



500 West Big Beaver  
Troy, MI 48084  
troyml.gov

## CITY COUNCIL AGENDA ITEM

Date: April 5, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Lori Thaar, Senior Accountant  
Kurt Bovensiep, Public Works Director  
Dennis Trantham, Facilities and Grounds Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications –Sylvan Glen Lake Park Improvements; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds -Sylvan Glen Lake Park Improvements - Construction Administration and Budget Amendment (Introduced by: Kurt Bovensiep)

---

### History

Sylvan Glen Lake Park is one of the City of Troy's current 10 neighborhood parks. The park is a total of 40 acres, which is the largest of the neighborhood parks. Amenities currently include a 16-acre lake that invites shore fishing and the second phase of the Troy Trail inviting bikers, walkers, and runners an opportunity to escape from suburban Troy and enjoy a wilderness setting. Although the park is currently classified as a neighborhood park it is likely to be reclassified as a community park with the expansion of amenities, which attract patrons from further distances becoming a destination point.

The 2020-2024 Parks and Recreation Master Plan specifically recommends the City of Troy concentrate its park development efforts at Sylvan Glen Lake Park as indicated on page 96 and 97 of the plan and is further substantiated by the Green Space Subcommittee Report by recommending the park be developed into a premier park with various amenities.

When considering the development of Sylvan Glen Lake Park, it was recognized that the first improvements to the park should support future recreational and amenity desires. For this reason, City Staff is recommending the installation of a paved parking lot and restrooms to provide the necessary support of future proposed amenities such as a fishing pier, play structure, and pavilion. Additionally, the proposed improvements would also support the current amenities of the Troy Trail and passive recreational opportunities.

The original thought was to divide these improvements into separate fiscal year expenditures. However, working with the design consultant, OHM, we recognized that both the paved parking lot and restroom facility are closely supportive of each other and considering the infrastructure and utilities for each required a joint installation. Therefore, additional funding is requested to complete these two improvements together.





500 West Big Beaver  
Troy, MI 48084  
troyml.gov

## CITY COUNCIL AGENDA ITEM

### History (continued)

Like many of our construction projects funds were estimated and budgeted over a year ago with limited foresight and predication of our current inflationary costs. This project has seen inflationary costs for labor and materials. Additionally, the costs for asphalt for the drive and parking lot improvements has a direct correlation to oil prices as it is a petroleum-based product. Therefore, the cost of this project is more than originally predicted and will require a budget amendment.

OHM Advisors of Livonia, MI, which is one of the City's professional service engineering firms, continues to be a great partner with the City of Troy and is responsible for the current design of the Sylvan Glen Lake Park improvements. OHM Advisors has included a proposal to manage the construction of this project similar to that of the Niles/Barnard House and Stine Community Park.

### Purchasing

The current contract with *OHM Advisors* was adopted by City Council in 2017 for engineering and design services (Resolution #2017-06-105-J-4a). Under the current contract pricing, OHM proposes a Construction Phase Services fee of \$127,000. Services will include the administration, oversight, and any necessary testing of the project.

On March 3, 2022, a bid opening was conducted as required by City Charter and Code for the Sylvan Glen Lake Park Improvement Project. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.bidnetdirect.com/mitn/city-of-troy-mi](http://www.bidnetdirect.com/mitn/city-of-troy-mi). Seven hundred and forty (740) vendors were notified via the MITN website. Seven (7) companies attended the Pre-Bid meeting which was held on February 14, 2022. Four (4) bid responses was received. Below is a detailed summary of potential vendors:

Companies notified via MITN	740
Troy Companies notified via MITN	23
Troy Companies - Active email notification	23
Troy Companies - Active Free	0
Companies that viewed the bid	215
Troy Companies that viewed the bid	4

*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.*

After reviewing the bid responses, *WCI Contractors of Detroit, MI* was low bidder meeting specifications for the base bid amount of \$886,900. WCI Contractors has successfully completed work for the City of Troy and most recently was awarded and currently working on phase 3 of the Troy Trail.

### Financial

Partial funds are available in Capital Fund – Park Development– Sylvan Glen Lake Park Improvements with an associated project number of 2022C0063 and a budgeted amount of \$250,000 for the 2022 fiscal year. Additional funding is requested in the amount of \$916,000 and will require a budget amendment. Since this project is schedule to be constructed in two fiscal years, any unused funds in fiscal year 2022 is proposed to roll over to fiscal year 2023.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Recommendation**

City Management recommends awarding a contract to *OHM Advisors of Livonia, MI*, for the Construction Phase Services for a total estimated cost of \$127,000 but not to exceed budgetary limitations. City Management also recommends awarding a contract to low bidder meeting specifications, *WCI Contractors of Detroit, MI* at the unit prices contained in the bid tabulation opened March 3, 2022 for an estimated cost of \$886,900 and a contingency amount of 15% of the total project cost or \$152,000, for a total of \$1,166,000. City Management additionally recommends City Council approve a budget amendment for \$916,000 to the Capital Budget and allow City Administration to roll any unused funds in fiscal year 2022 to 2023.

ARCHITECTS. ENGINEERS. PLANNERS.



March 4, 2022

Mr. Kurt Bovensiepe  
City of Troy  
Public Works Director  
4693 Rochester Rd.  
Troy, MI 48085

RE: Proposal for Construction Phase Services  
Sylvan Glen Lake Park Improvements

Dear Mr. Bovensiepe:

With the completion of design and bidding phases, this project will be under construction soon. We understand the City of Troy desires to have OHM Advisors assist with the oversight of the project during construction. This letter presents our proposed scope of services for contract administration, construction field services, and testing.

#### SCOPE OF SERVICES

Our Scope of Services for this work will be completed as three tasks with a schedule starting in May 2022 and Final Completion of the project anticipated to be September of 2022.

##### Task 1: Contract Administration

Contract administration services will begin immediately following the award of a contract to a contractor. OHM will provide organized information to outline the progress of the project from contractor initiation to completion of final punch list items.

- ❑ Organize and schedule Pre-Construction meeting on-site with contractor, sub-contractor(s) and Owner's representative(s) and other project stakeholders to coordinate project delivery, schedules, meetings and dates of importance.
- ❑ Provide review of Shop Drawings, Product Data and Samples for the purpose of conformance with the intent of the Construction Documents.
- ❑ Review and monitor Contractor's construction schedule
- ❑ Provide responses to field questions and Request for Information (RFIs).
- ❑ Organize and schedule bi-weekly progress meetings with contractor, sub-contractor and owner's representative to review project, coordinate open issues and construction schedule. (estimated 12 progress meetings for project)
- ❑ Project engineer to coordinate field testing and staking schedules with contractor while on-site and schedule accordingly.
- ❑ Prepare Proposal Requests and Construction Change Directives and authorize minor changes that do not affect the Contract Sum and/or Contract Time.
- ❑ Prepare and process Change Orders for City review and approval
- ❑ Coordination of DTE Application for new service
- ❑ Review and Certify the contractor's Application for Payment, monthly.
- ❑ Prepare and perform a final punchlist walk through with the contractor and an owner representative(s).
- ❑ Coordinate with Contractor to determine the dates of Substantial Completion and Final Completion.
- ❑ Confirm the completion of the final punchlist.



- Prepare and submit record drawings to City

#### Task 2: Construction Observation Services

This task includes on site construction observation by an OHM Construction Technician performed during the construction phase of the project.

- OHM construction technician to provide full-time observation during excavation, grading, utility installation, paving, and part-time observation during restoration activities and building construction.
- OHM representative will communicate observed deficiencies with the contractor on-site
- Prepare daily construction observation reports documenting work completed each day on site noting field installed conditions and any variance to the design.
- Perform bi-weekly site visits to evaluate the contractor's progress and review progress of building construction and prepare field observation reports for documentation of conditions and follow up requirements. (Assume 12 total visits based on schedule)

#### Task 3: Field Testing

This task includes testing services performed during the construction phase of the project.

- OHM will utilize G2 Consulting for Construction material testing. OHM to coordinate timing and required tests for completion of work; OHM will review reports for specification compliance. G2 will perform their services, as needed and directed by OHM Advisors with the following expected inspections and associated lab testing required for estimated cost:
  - Proof roll/Agg: 3 half days
  - Site Concrete: 5 half days
  - Utilities: 2 half days
  - Foundation: 3 half days
  - Slab: 1 full day
  - Steel Evaluation: 1 half day
  - Masonry: 2 half days
  - Asphalt paving: 2 full days

#### Task 4: Staking

The construction staking work performed will be performed one-time for the site improvements, as requested by the Contractor. OHM Advisors anticipate that the effort will consist of construction staking for the concrete and asphalt pavement, curb and gutter, storm sewer, sidewalk, and light poles and other miscellaneous items.

Service elements include:

- Establish/Verify Horizontal & Vertical Control
- Review Construction Plans and Create Staking Alignments
- Provide Construction Staking as requested

#### COMPENSATION & SCHEDULE

OHM Advisors will perform the outlined services above based on hourly basis not to exceed, in accordance with our current contract with the City. The following are the estimated costs for the project:

TASK	FEE
Task 1: Contract Administration Services	\$35,000
Task 2: Construction Observation Services	\$65,000
Task 3: Testing	\$13,000

Task 4: Staking	\$14,000
<b>TOTAL</b>	<b>\$127,000</b>

#### ASSUMPTIONS, EXCLUSIONS & OWNER RESPONSIBILITIES

OHM Advisors is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified Owner responsibilities.

- ☐ OHM Advisors point of contact for this project is Kurt Bovensiepe.
- ☐ Estimated observation hours on-site is 480 hours based on a 24 week construction schedule.
- ☐ Existing and/or As-built Cross Sections
- ☐ Quantity Calculations
- ☐ Re-staking due to contractor errors and miscommunications.
- ☐ Construction observation, staking, and testing does not include work completed by City.

#### ACCEPTANCE

Work will be done in accordance with the terms and conditions of the Continuing Services Agreement between OHM and the City. If this proposal is acceptable to you, please provide signature below or e-mail confirming us to proceed on the project.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 60 days from the date of this letter.

Orchard, Hiltz, & McCliment, Inc.  
CONSULTANT

City of Troy  
OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Christopher Ozog, AIA  
(Name)

\_\_\_\_\_  
(Name)

Project Manager  
(Title)

\_\_\_\_\_  
(Title)

March 4, 2022  
(Date)

\_\_\_\_\_  
(Date)

Cc: Rhett Gronevelt, Principal, OHM Advisors

Opening Date - 03/03/2022  
Date Reviewed - 03/03/2022

CITY OF TROY  
BID TABULATION  
SYLVAN GLEN LAKE PARK IMPROVEMENTS

ITB-COT 22-05  
Page 1 of 1

Vendor Name:	WCI Contractors	Warren Contractors	Premier Group	Brix Corporation
City:	Detroit	Shelby Twp	Detroit	Troy
Check #:	2015526172	1608912663	2015542602	2287155
Check Amount:	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

**PROPOSAL: TO FURNISH ALL LABOR, EQUIPMENT MATERIALS, AND SUPPLIES TO COMPLETE SPECIFIED PARK IMPROVEMENTS TO THE SYLVAN GLEN LAKE PARK.**

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

<b>BASE BID PRICE:</b>	<b>886,900.00</b>	<b>\$992,000.00</b>	<b>\$962,000.00</b>	<b>\$1,100,092.00</b>
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**UNITS:** The amounts below will be added to the Contract Sum on performance and measurement of the individual items of Work for quantities above those identified on the drawings which are included in the base bid price.

	Dollars (\$) per Unit	Dollars (\$) per Unit	Dollars (\$) per Unit	Dollars (\$) per Unit
<b>Unit Price No. 01: Seeding</b>	<b>8.25</b>	<b>\$7.00</b>	<b>\$0.25</b>	<b>\$8.27</b>
Prime Bidder attended Mandatory Pre-bid meeting: Y or N	Y	Y	Y	Y
Document 00 43 21 ALLOWANCE FORM Attached: Y or N	Y	Y	Y	Y
<b>Contact Information:</b> Hours of Operation:	8:00AM - 4:30PM	7:00AM - 5:00PM	7:00AM - 6:00PM	8:00AM - 5:00PM
24 Hr. Phone No.:	313-368-2100	586-323-3350	313-671-6787	313-965-0000
Proposed Payment Schedule:	Monthly	Monthly	30, 45, 60, 90, 120, 150 days	30 days
References provided: Y or N	Y	Y	Y	Y
Insurance can be provided: Y or N	Y	Y	Y	Y
Payment Terms:	Net 30	Net 30	Net 30	Net 30
Warranty:	2 years	Per specifications	No response	One Year
Completion:	October 28, 2022	Per specifications	October 28, 2022	No Response
Exceptions: Y or N	N	Y	Y	Y
Acknowledgement: Y or N	Y	Y	Y	Y
Addendums 1 & 2: Y or N	Y	Y	Y	Y
Forms: Y or N	Y	Y	Y	Y

**Low Bidder Meeting Specifications**

(\*Bid Opening conducted via Zoom)

Emily Frontera  
Jackie Ahlstrom  
Andrew R. Chambliss  
Kurt Bovensiep  
Dennis Trantham

Emily Frontera  
Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2022

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

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

<b>PRODUCER</b> McNish Group, Inc. 26622 Woodward Ave. Ste 200 Royal Oak MI 48067	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b> 248-544-4800	<b>FAX (A/C, No):</b> 248-544-4801
	<b>E-MAIL ADDRESS:</b> certs@mcnish.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> CAM-Comp	98
<b>INSURED</b> WCI Contractors, Inc. 20210 Conner Detroit MI 48234	<b>INSURER B:</b> Hastings Mutual Insurance Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1423054120**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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP6170403	10/4/2021	10/4/2022	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ACV6170411	10/4/2021	10/4/2022	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ULC6170809	10/4/2021	10/4/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> 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/A	EWC005394	1/1/2022	12/31/2022	<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)

Project Name: Sylvan Glen Lake Park Improvements

Additional Insured as required by written contract: 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. coverage is primary and non contributory. Waiver of Subrogation as required by written contract.

Thirty (30) days prior written notice except ten (10) days for non payment shall be given to Certificate Holder in the event of cancellation or non-renewal of the insurance.

**CERTIFICATE HOLDER****CANCELLATION**

City of Troy 500 W. Big Beaver Rd Troy MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Christy Fields</i>

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## **ADDITIONAL INSURED BY CONTRACT, AGREEMENT, OR PERMIT**

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

Any person or organization with whom you agreed, because of a written contract or written agreement, is an insured but only with respect to liability arising out of your ongoing operations performed for that insured, or facilities owned or used by you.

This insurance provided to the Additional Insured applies on either a primary basis or a primary and noncontributory basis when required by written contract or agreement.

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

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

## **ADDITIONAL INSURED – VENDORS**

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

Vendors with whom you agreed, because of a written contract or written agreement, who sell or distribute "your products" in the regular course of their business, are insureds but only with respect to "bodily injury" or "property damage" arising out of "your product".

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranties unauthorized by you, or any physical or chemical change in the product made intentionally by the vendor;
3. Repackaging, except when unpacked solely for inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
4. Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make, or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
5. Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
6. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
7. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - a. The exceptions contained in subparagraphs 3. or 5.; or
  - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container, accompanying or containing such products.

## **AGGREGATE LIMIT AMENDMENT**

Under SECTION III – LIMITS OF INSURANCE, Item 2., the General Aggregate Limit applies:

1. to each described location insured (Location means: the premises described in the Declarations involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad); and



## CONTRACTORS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following in the Property Section:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS – SPECIAL FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

This endorsement modifies insurance provided under the following in the Liability Section:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### Coverage Limits

Following is a summary of coverage limits provided by this endorsement. It is subject to the terms and conditions of your policy except as amended herein.

#### Property Limits:

Accounts Receivable	\$35,000
Arson and Theft Reward	\$30,000
Back Up of Sewers or Drains	\$25,000
Building Glass Coverage for Tenants	\$10,000
Business Income from Dependent Properties	\$50,000
Changes in or Extremes of Temperature or Humidity	\$5,000
Debris Removal	\$25,000
Employees Tools	\$10,000
Fire Department Service Charge	\$7,500
Fire Extinguisher Recharge Expense	\$2,500
Lock Replacement Expense	\$500
Newly Acquired or Constructed:	
Buildings	\$500,000
Personal Property	\$100,000
Ordinance or Law:	
Loss to Undamaged Portion of Building	Included
Demolition Cost	\$15,000
Increased Cost of Construction	25%
Outdoor Property	\$10,000
Each tree, shrub, or plant	\$500
Patterns, Dies, Molds and Forms – Theft Limitation deleted	
Personal Effects and Property of Others at each described premises	\$10,000
Personal Property Off Premises Worldwide	\$50,000
Pollutant Clean Up and Removal – Aggregate Limit per Location	\$30,000
Property Off Premises	\$100,000
Property in custody of Salespersons	\$5,000
Property in Transit	\$50,000
Utility Services – Direct Damage – limit per Location	\$50,000
Utility Services – Time Element – limit per Location	\$50,000
Valuable Papers and Records	\$25,000

#### Crime Limits:

Debit, Credit or Charge Card Forgery	\$5,000
Employee Dishonesty	* \$25,000
Extortion	\$25,000
Forgery or Alteration Coverage	\$25,000
Money and Securities – Inside the Premises & in the care and custody of a Messenger Outside the Premises	* \$25,000
Money Orders and Counterfeit Paper Currency Coverage	\$10,000

\* The Limits shown above for Employee Dishonesty and Money and Securities are provided hereunder, plus the limit, if any, shown in the Declarations for each of those coverages.

**Liability Limits:**

- A. Aggregate Limit - Per Location/Per Project
- B. Automatic Additional Insured Coverage - By Contract, Agreement, or Permit (Research Cost)
- C. Automatic Additional Insured Coverage for Vendors
- D. Broad Form Property Damage - \$5,000 Occurrence
  - 1. Coverage for Property Loaned to an Insured
  - 2. Coverage for Customers' Property in the Insured's care, custody, or control
  - 3. Coverage for Customers' Property due to the Insured's work being incorrectly performed upon it
- E. Broadened Knowledge of Occurrence
- F. Damage to Rented Premises - Fire and Lightning, Smoke, Soot, or Leakage from a Fire Protection System.
- G. Fire Damage Additional Limit - \$50,000.
- H. Incidental Medical Services - Nurse, Medical Technician, or Paramedic
- I. Medical Payments - Additional Limit \$5,000
- J. Non-Owned Watercraft - Less than 51 feet
- K. Primary Non-Contributory Amendment of Conditions for Additional Insureds
- L. Product Recall Expense - \$25,000
- M. Supplementary Payments - Additional Limits
  - 1. Bail Bonds increased to \$1,000
  - 2. Loss of Earnings increased to \$300
- N. Provides up to \$50,000 aggregate, for loss arising from "fungi"

**Property Section**

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**

**DEDUCTIBLE PROVISIONS**

Except as provided below, loss or damage payable under this section is subject to the property deductible provisions applying to covered property to which this endorsement applies.

A maximum deductible of \$250 applies to Personal Property Off Premises.

No deductible applies to the following: Accounts Receivable, Arson Reward, Business Income/Extra Expense, Fire Department Service Charge, Fire Extinguisher Recharge Expense, or Lock Replacement.

**ACCOUNTS RECEIVABLE**

We will pay the amounts due from your customers that you are unable to collect resulting from direct physical loss or damage by any Covered Cause of Loss to your records of Accounts Receivable at the described premises. This includes:

- A. interest charges on any loan required to offset amounts you are unable to collect;
- B. collection expenses in excess of your normal collection expenses made necessary by the loss or damage; and
- C. other reasonable expenses that you incur to reestablish your records of Accounts Receivable.

The most we will pay under this coverage is \$35,000 in any one occurrence of loss.

**ARSON AND THEFT REWARD**

We will pay a reward of \$30,000 in total:

- A. For information which leads to an arson conviction in connection with a fire loss sustained at the described premises; or
- B. For information which leads to a theft conviction in connection with a theft loss sustained at the described premises.

In the event that a theft loss and an arson loss result from the same event, the most we will pay for that event is \$30,000.

**BACK UP OF SEWERS OR DRAINS - Exclusion B.1.g.(3) in Causes of Loss - Special Form does not apply.**

We will pay for direct loss or damage to covered property at the described premises caused directly or indirectly by water that backs up through a sewer or drain or overflows from a sump pump system.

The most we will pay for loss or damage under this coverage provision is \$25,000 in any one occurrence of loss.

**BUILDING GLASS COVERAGE FOR TENANTS**

Under Covered Property, a limit of \$10,000 is provided to cover building glass for which the insured, as a tenant, is responsible.

**BUSINESS INCOME FROM DEPENDENT PROPERTIES**

- A. In the Business Income (and Extra Expense) Coverage form, coverage, with respect to "dependent property" is replaced by the following:

**COVERAGE**

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to "dependent property" caused by or resulting from a Covered Cause of Loss. However, coverage does not apply when the only loss to "dependent property" is loss or damage to electronic data, including destruction or corruption of electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under this endorsement will not continue once the other property is repaired, rebuilt or replaced. The term electronic data has the meaning set forth in the Business Income (and Extra Expense) Coverage Form.

- B. The provisions of the Business Income (and Extra Expense) Coverage Form respecting direct physical loss or damage at the described premises will apply separately to each "dependent property". The limit of Insurance is separate from any Business Income Limit of Insurance in this policy applicable when direct physical loss or damage occurs at your premises.
- C. With respect to "dependent property", the following replaces the Resumption Of Operations Provision in the Loss Determination Loss Condition:

**RESUMPTION OF OPERATIONS**

We will reduce the amount of your:

- a. Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
  - (1) Source of materials; or
  - (2) Outlet for your products.
- b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- D. 1. The following is added to the Definitions Section:

"Dependent Property" means property operated by others whom you depend on to:

- a. Deliver materials or services to you, or to others for your account (Contributing Locations). But any property which delivers any of the following services is not a Contributing Location with respect to such services:
  - (1) Water supply services;
  - (2) Power supply services; or
  - (3) Communication supply services, including services relating to internet access or access to any electronic network;
- b. Accept your products or services (Recipient Locations);
- c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- d. Attract customers to your business (Leader Locations).

2. The Period of Restoration Definition, with respect to "dependent property", is replaced by the following:

"Period of Restoration" means the period of time that:

- a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
- b. Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

#### **E. LIMIT OF INSURANCE**

The most we will pay for loss in any one occurrence is \$50,000.

**CHANGES IN OR EXTREMES OF TEMPERATURE OR HUMIDITY** - Exclusion B.2.d.(7)(b) in Causes of Loss - Special Form does not apply.

We will pay up to \$5,000 for loss or damage to covered perishable goods at the described premises caused by or resulting from changes in or extremes of temperature or humidity. This includes interruption of power on or away from the described premises.

#### **DEBRIS REMOVAL - ADDITIONAL LIMIT**

Under Additional Coverage A.4. in the Building and Personal Property Coverage Form, the Debris Removal Additional Limit is increased from \$10,000 to \$25,000.

#### **EMPLOYEES TOOLS**

Your Business Personal Property insurance is extended to cover tools owned by your employees and used in your business at the described premises. The most we will pay for loss or damage in any one occurrence of loss is \$10,000.

#### **FIRE DEPARTMENT SERVICE CHARGE**

Under Additional Coverage A.4.c. in the Building and Personal Property Coverage Form, the Fire Department Service Charge Additional Limit is increased from \$1,000 to \$7,500.

#### **FIRE EXTINGUISHER RECHARGE EXPENSE**

We will pay the cost to recharge your fire extinguisher system after it is used to extinguish or prevent a fire to covered property at the described location.

The most we will pay for this expense is \$2,500 for any one occurrence.

#### **LOCK REPLACEMENT**

We will pay necessary expenses, up to \$500, to duplicate your keys or replace existing door locks and tumblers on the described premises in the event your keys are stolen.

#### **NEWLY ACQUIRED OR CONSTRUCTED PROPERTY**

Under Coverage Extension A.5.a. in the Building and Personal Property Coverage Form:

- A. The most we will pay for loss or damage under this Extension for Buildings is increased from \$250,000 to \$500,000 at each building; and
- B. The most we will pay for loss or damage under this Extension for Your Business Personal Property is \$100,000 at each building.

## ORDINANCE OR LAW COVERAGE

This coverage supercedes Additional Coverage A.4.e., Increased Cost of Construction, in the Building and Personal Property Coverage Form. This coverage is subject to the deductible applying to the building at the described location to which this coverage applies.

- A. Coverage For Loss to The Undamaged Portion of the Building** – If a Covered Cause of Loss occurs to a covered Building at a described location, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance or law that requires the demolition of the undamaged portion. The ordinance must be in force at the time of loss. This is not additional insurance, but included within the covered Building limit of insurance shown in the Declarations.
- B. Demolition Cost Coverage** – If a Covered Cause of Loss occurs to a covered Building at a described location, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of any building, zoning, or land use ordinance or law. The most we will pay for Demolition Costs shall not exceed \$15,000.
- C. Increased Cost of Construction Coverage** – If a Covered Cause of Loss occurs to a covered Building at a described location, we will pay for the increased cost to repair, rebuild, or construct the property caused by enforcement of building, zoning, or land use ordinances or laws.

This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

We will not pay for any increased cost of construction if the building is not repaired or replaced.

The most we will pay for Increased Cost of Construction coverage is the lesser of:

1. the actual increased cost of construction; or
2. not more than 25% of the limit of insurance applying to the covered Building.

We will not pay for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

## OUTDOOR PROPERTY

Coverage Extension A.5.e. of the Building and Personal Property Coverage Form is amended as follows.

- A.** The Covered Causes of Loss applying to Outdoor Property are broadened and include any Covered Cause of Loss applying to your covered Buildings or Business Personal Property described in the Declarations.
- B.** The most we will pay for loss or damage to Outdoor Property is increased to \$10,000, but not more than \$500 for any one tree, shrub, or plant.

## PERSONAL EFFECTS AND PROPERTY OF OTHERS

Paragraph A.5.b. of the Building and Personal Property Coverage Form is replaced by the following.

- (1) The insurance applying to Your Business Personal Property Insurance is extended to cover personal effects owned by you, your officers, your partners, or your employees, except tools belonging to your employees. Personal effects are covered for loss or damage by a Covered Cause of Loss, including theft.
- (2) We cover personal property of others in your care, custody, or control, except tools belonging to your employees.

The most we will pay for loss or damage under this extension is \$10,000 at each described premises.

Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## **PERSONAL PROPERTY OFF-PREMISES WORLDWIDE**

Under Coverage Extension A.5.d. in the Building and Personal Property Coverage Form, Coverage Territory in Commercial Property Conditions does not apply. The most we will pay for loss or damage under this Extension for Personal Property worldwide is increased from \$10,000 to \$50,000.

## **POLLUTANT CLEAN UP AND REMOVAL**

Under Additional Coverage A.4.d. in the Building and Personal Property Coverage Form, the Pollutant Clean Up And Removal Additional Limit is increased from \$10,000 to \$30,000.

## **PROPERTY OFF PREMISES AND PROPERTY IN TRANSIT**

Coverage Extension A.5.d. of the Building and Personal Property Coverage Form and Additional Coverage Extension F.1. of the Causes of Loss – Special Form are deleted and replaced by the following.

**Property Off Premises** – The insurance provided by the Building and Personal Property Coverage Form is extended to apply to Covered Property (including stock) that is temporarily at a location you do not own, lease, or operate. This includes property at fairs or exhibitions, property in or on a vehicle, and property in the care, custody, or control of your salespersons or employees. It also includes property temporarily at the residence of a person authorized to have custody of the property.

**Property in Transit** – The insurance provided by the Causes of Loss – Special Form Coverage Part is extended to apply to your Covered Property while it is in transit between points in the Coverage Territory.

The most we will pay under this extension is increased to \$100,000 in any one occurrence of loss, but not more than:

- A. \$5,000 on samples and other property carried by salespersons for demonstration purposes; and
- B. \$50,000 for property while in transit.

## **THEFT LIMITATION WAIVER**

The Theft limitation applying to patterns, dies, molds, or forms contained in paragraph C.3.c. of the Causes of Loss – Special Form does not apply.

This coverage is subject to the deductible applying to Business Personal Property at the described location to which this coverage applies.

## **UTILITY SERVICES**

### **DIRECT DAMAGE AND TIME ELEMENT**

#### **Covered Property**

Buildings and Personal Property at locations scheduled in the Declarations.

#### **Exception**

Coverage under Utility Services – Direct Damage for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

Coverage under Utility Services – Time Element does not apply to Business Income or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data.

The term electronic data has the meaning set forth in the Building and Personal Property Coverage Form.

#### **Utility Services**

- A. **Water Supply Services**, meaning the following types of property supplying water to the described premises:
  - 1. Pumping stations; and
  - 2. Water mains.
- B. **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - 1. Communication transmission lines, including optic fiber transmission lines;
  - 2. Coaxial cables; and

**3. Microwave radio relays except satellites.**

Overhead transmission lines are included.

**C. Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

1. Utility generating plants;
2. Switching stations;
3. Substations;
4. Transformers; and
5. Transmission lines.

Overhead transmission lines are included.

**DIRECT DAMAGE**

**Coverage**

We will pay for loss of or damage to Covered Property described above, caused by an interruption in utility service to the premises described above. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to utility services described above if such utility services are located off the described premises.

**Limit of Insurance**

The Limit of Insurance for Utility Services – Direct Damage is \$50,000 per location.

**TIME ELEMENT**

**Coverage**

Your coverage for Business Income and Extra Expense, as provided in the Business Income (and Extra Expense) Coverage Form, is extended to apply to a "suspension" of "operations" at the premises described above caused by an interruption in utility services to that premises. The interruption in utility services must result from direct physical loss or damage by a Covered Cause of Loss to utility services described above if such utility services are located outside of a covered building described in the Declarations.

**Coinurance**

The Coinsurance Additional Condition does not apply to this coverage.

**Limit of Insurance**

The Limit of Insurance for Utility Services – Time Element is \$50,000 per location.

**VALUABLE PAPERS AND RECORDS**

Coverage Extension A.5.c. of the Building and Personal Property Coverage Form is amended as follows:

The most we will pay under this extension is increased to \$25,000.

**CRIME SECTION**

**COMMERCIAL CRIME COVERAGE**

The following coverages are added to the policy in accordance with the terms and conditions contained herein. Refer to the Crime General Provisions for common General Exclusions, Conditions, and Definitions applying to all coverages.

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in this endorsement.

**I. MONEY AND SECURITIES COVERAGE**

- A. COVERAGE** - We will pay for the theft, disappearance, or destruction of "money" and "securities" used in your business while inside the "premises" or in the care and custody of a "messenger" outside the "premises".

We will also pay for loss of, and loss from damage to, a safe, vault, cash register, cash box, or cash drawer located inside the "premises" resulting directly from the actual or attempted theft or unlawful entry into those containers.

- B. ADDITIONAL EXCLUSIONS, CONDITIONS, AND DEFINITIONS** - In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

### 1. Additional Exclusions

We will not pay for loss resulting from:

- a. Accounting or arithmetical errors;
- b. The giving or surrendering of property in any exchange or purchase;
- c. Property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device; or
- d. Property after it has been transferred or surrendered to a person or place outside the "premises":
  - (1) on the basis of unauthorized instructions; or
  - (2) as a result of a threat to do bodily harm to any person or damage to any property.

But subparagraph (2) above does not apply to loss of the property while in the care or custody of a "messenger" if you:

  - (1) had no knowledge of any threat at the time the conveyance began; or
  - (2) had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- e. Your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

### 2. Additional Condition

Duties in the Event of Loss - If you have reason to believe that any loss of, or loss from damage to, covered property involves a violation of law, you must notify the police.

### 3. Additional Definitions

- a. "Premises" means the interior of that portion of any building you occupy in conducting your business, including the interior of that portion of any building occupied by a banking institution or similar safe depository.
- b. "Messenger" means you, any of your partners, an "employee", or an armored motor vehicle company while having care and custody of the property outside the "premises".
- c. "Occurrence" means an:
  - (1) act, or series of related acts, involving one or more persons; or
  - (2) act, or series of related acts, or events not involving any person.

### C. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is \$25,000 plus the limit, if any, shown in the Declarations for money and securities coverage.

## II. MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY COVERAGE

- A. **COVERAGE** - We will pay for loss due to the acquisition of covered property resulting directly from the Covered Causes of Loss.

**Covered Property means the following:**

- 1. money orders, including counterfeit money orders, of any United States or Canadian post office, express company, or national or state (or Canadian) chartered bank; and
- 2. counterfeit United States or Canadian paper currency.

**Covered Causes of Loss** - Acceptance in good faith, in exchange for merchandise, money, or services, of:

- 1. any money order that is not paid upon presentation; and
  - 2. counterfeit United States or Canadian paper currency;
- that is acquired during the regular course of business.

- B. **ADDITIONAL EXCLUSIONS, CONDITIONS, AND DEFINITIONS** - In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

- 1. **Additional Exclusions** - We will not pay for loss specified below:
  - a. the giving or surrendering of property in any exchange or purchase; or



- b. your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title or possession of any property.

**2. Additional Condition**

Duties in the Event of Loss - If you have reason to believe that any loss of, or loss from damage to, covered property involves a violation of law, you must notify the police.

**3. Additional Definition**

"Occurrence" means an:

- a. act, or series of related acts, involving one or more persons; or
- b. act, or series of related acts, or events not involving any person.

**C. LIMIT OF INSURANCE**

The most we will pay for loss in any one "occurrence" is \$10,000.

**III. EMPLOYEE DISHONESTY COVERAGE**

- A. COVERAGE** - We will pay for loss of, and loss from damage to, "money", "securities", and "property other than money and securities" resulting from "employee dishonesty".

We will also pay for loss caused by an "employee" while temporarily outside the territory specified in the Crime General Provisions section contained in this endorsement.

- B. ADDITIONAL EXCLUSIONS, CONDITIONS, AND DEFINITIONS** - In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

**1. Additional Exclusions**

We will not pay for loss as specified below.

- a. Loss caused by any "employee" for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
- b. Loss, or that part of any loss, the proof of which, as to its existence or amount, is dependent upon an inventory computation or a profit and loss computation.

**2. Additional Condition**

This insurance is cancelled as to any "employee":

- a. immediately upon discovery by:
  - (1) you; or
  - (2) any of your partners, officers, or directors not in collusion with the "employee";
 of any dishonest act committed by that "employee", whether before or after becoming employed by you; or
- b. on the date in the notice mailed to you. That date will be at least 30 days after the date of mailing. Mailing of the notice to the last address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

**3. Additional Definitions**

- a. "Employee dishonesty" means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:
  - (1) cause you to sustain loss; and also
  - (2) obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other employee benefits earned in the normal course of employment) for:
    - (a) the "employee"; or
    - (b) any person or organization intended by the "employee" to receive that benefit.
- b. "Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

**C. LIMIT OF INSURANCE**

The most we will pay for loss in any one "occurrence" is \$25,000 plus the limit, if any, shown in the Declarations for Employee Dishonesty Coverage.

#### IV. EXTORTION COVERAGE

- A. COVERAGE** – We will pay for loss of “money”, “securities”, and “property other than money and securities” by “extortion”.
- B. ADDITIONAL EXCLUSIONS, CONDITIONS, AND DEFINITIONS** – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

##### 1. Additional Exclusion

We will not pay for loss of property surrendered before a reasonable effort has been made to report an extortionist's demand to all the following:

- a. an associate;
- b. the Federal Bureau of Investigation; and
- c. local law enforcement authorities.

##### 2. Additional Conditions

- a. **Policy Period** – Loss is covered only if the threat to do bodily harm is first communicated to you during the policy period.
- b. **Territory** – Loss is covered only if the capture, or alleged capture, takes place within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

Paragraph b. of the Policy Period General Condition and the Territory General Condition does not apply.

- c. **Valuation of Securities and Property Other Than Money and Securities** – The Valuation-Settlement General Condition is amended as follows:

(1) The first sentence of paragraph b. is deleted and the following is substituted:

- b. loss of “securities” for not more than their value on the day they were surrendered.

(2) The following is added:

- c. loss of “property other than money and securities” for not more than its actual cash value at the time it was surrendered.

##### 3. Additional Definitions

- a. “Extortion” means the surrender of property away from the “premises” as a result of a threat communicated to you to do bodily harm to you or an “employee”, or to a relative or invitee of either, who is, or allegedly is, being held captive.
- b. “Occurrence” means an:
  - (1) act, or series of related acts, involving one or more persons; or
  - (2) act, or series of related acts, or events not involving any person.
- c. “Premises” means the interior of that portion of any building you occupy in conducting your business.

##### C. LIMIT OF INSURANCE

The most we will pay for loss in any one “occurrence” is \$25,000.

#### V. FORGERY OR ALTERATION COVERAGE

- A. COVERAGE** – We will pay for loss involving covered instruments resulting directly from forgery or alteration of, on, or in any covered instrument.

1. **Covered Instruments** – Checks, drafts, promissory notes, or similar written promises, orders, or directions to pay a sum certain in “money” that are:

- a. made or drawn by or drawn upon you;
  - b. made or drawn by one acting as your agent;
- or that are purported to have been so made or drawn.

2. **Credit, Debit, or Charge Card Forgery** – Covered instruments include written instruments required in conjunction with any credit, debit, or charge card issued to you or any “employee” for business purposes.

**B. ADDITIONAL EXCLUSIONS, CONDITIONS, AND DEFINITIONS** – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

**1. Additional Exclusion**

We will not pay for loss arising from any credit, debit, or charge card if you have not complied fully with the provisions, conditions, or other terms under which the card was issued.

**2. Additional Conditions**

- a. **Facsimile Signatures** – We will treat mechanically or reproduced facsimile signatures the same as handwritten signatures.
- b. **General Amendment** – As respects this coverage, the words "covered property" in the Crime General Provisions mean covered instruments.
- c. **Proof of Loss** – You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.
- d. **Territory** – We will cover loss you sustain anywhere in the world. The Territory General Condition does not apply to this coverage.

**3. Additional Definition**

"Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

**C. LIMIT OF INSURANCE**

The most we will pay for loss in any one "occurrence" for covered instruments described in paragraph A.1. is \$25,000. The most we will pay for credit, debit, or charge card forgery in paragraph A.2. is \$5,000 in any one "occurrence" of loss.

**CRIME GENERAL PROVISIONS**

Unless stated otherwise in any individual coverage contained in this endorsement, the following General Exclusions, General Conditions, and General Definitions apply to Crime coverages included in this endorsement. **Exception: General Exclusion 2. does not apply to Employee Dishonesty Coverage.**

**A. GENERAL EXCLUSIONS**

We will not pay for loss as specified below:

- 1. **Acts Committed by You or Your Partners** – Loss resulting from any dishonest or criminal act committed by you or any of your partners, whether acting alone or in collusion with other persons.
- 2. **Acts of Employees, Directors, Trustees, or Representatives** – Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees, or authorized representatives:
  - a. acting alone or in collusion with other persons; or
  - b. while performing services for you or otherwise.
- 3. **Governmental Action** – Loss resulting from seizure or destruction of property by order of governmental authority.
- 4. **Indirect Loss** – Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
  - a. your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property;
  - b. payment of damages of any type for which you are legally liable (But, we will pay compensatory damages arising directly from a loss covered under this insurance); or
  - c. payment of costs, fees, or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- 5. **Legal Expenses** – Expenses related to any legal action.
- 6. **Nuclear** – Loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination, or any related act or incident.
- 7. **War and Similar Actions** – Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion, or revolution, or any related act or incident.

## B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation, or Fraud** – This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:
  - a. this insurance;
  - b. the covered property;
  - c. your interest in the covered property; or
  - d. a claim under this insurance.
2. **Discovery Period for Loss** – We will pay only for covered loss discovered no later than one year from the end of the policy period.
3. **Duties in the Event of Loss** – After you discover a loss or a situation that may result in loss of, or loss from damage to, covered property, you must:
  - a. notify us as soon as possible;
  - b. submit to examination under oath at our request and give us a signed statement of your answers;
  - c. give us a detailed, sworn proof of loss within 120 days; and
  - d. cooperate with us in the investigation and settlement of any claim.
4. **Joint Insured**
  - a. If more than one Insured is named in the Declarations, the First Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the First Named Insured ceases to be covered, then the next Named Insured will become the First Named Insured.
  - b. If any Insured, or partner or officer of that Insured, has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
  - c. An "employee" of any Insured is considered to be an "employee" of every Insured.
  - d. If this insurance, or any of its coverages, is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
  - e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.
5. **Legal Action Against Us** – You may not bring any legal action against us involving loss:
  - a. unless you have complied with all the terms of this insurance; and
  - b. until 90 days after you have filed proof of loss with us; and
  - c. unless brought within 2 years from the date you discover the loss.
6. **Loss Covered Under More Than One Coverage of This Insurance** – If 2 or more coverages of this insurance apply to the same loss, we will pay the lesser of:
  - a. the actual amount of loss; or
  - b. the sum of the limits of insurance applicable to those coverages.
7. **Other Insurance** – This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in this endorsement.
8. **Ownership of Property / Interests Covered** – The property covered under this insurance is limited to property:
  - a. that you own or hold; or
  - b. for which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

**9. Policy Period**

- a. The policy period is shown in the Declarations.
- b. We will pay only for loss that you sustain through acts committed or events occurring during the policy period.

**10. Records** – You must keep records of all covered property so we can verify the amount of any loss.

**11. Recoveries**

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
  - (1) to you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance;
  - (2) then to us, until we are reimbursed for the settlement made.
- b. Recoveries do not include any recovery:
  - (1) from insurance, suretyship, reinsurance, security, or indemnity taken for our benefit; or
  - (2) of original "securities" after duplicates of them have been issued.

**12. Territory** – This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

**13. Transfer of Your Rights of Recovery Against Others to Us** – You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**14. Valuation – Settlement**

Subject to the applicable Limit of Insurance provision, we will pay for:

- a. Loss of "money", but only up to and including its face value.
- b. Loss of "securities", but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
  - (1) pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title, and interest in and to those "securities"; or
  - (2) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
    - (a) value of the "securities" at the close of business on the day the loss was discovered; or
    - (b) Limit of Insurance.

**C. GENERAL DEFINITIONS****1. "Employee" means:**

- a. any natural person:
  - (1) while in your service, and for 30 days after termination of service; and
  - (2) whom you compensate directly by salary, wages, or commissions; and
  - (3) whom you have the right to direct and control while performing services for you; or
- b. any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) agent, broker, factor, commission merchant, consignee, independent contractor, or representative of the same general character; or
- (2) director or trustee, except while performing acts coming within the scope of the usual duties of an "employee".

**2. "Money" means:**

- a. currency, coins, and bank notes in current use and having a face value; and

- b. travelers checks, register checks, and money orders held for sale to the public.
- 3. **"Property Other Than Money and Securities"** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property not covered under any individual crime coverages.
- 4. **"Securities"** means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:
  - a. tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
 but does not include "money".

#### **General Liability Section**

The COMMERCIAL GENERAL LIABILITY COVERAGE form is modified as follows:

The following additional coverages are added to Section I - Coverages:

#### **FUNGI**

We will pay up to \$50,000 for damages because of "bodily injury" or "property damage" arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, or presence of any "fungi".

1. With respect to this coverage, paragraph (2) under paragraph a. of the Insuring Agreement of the Commercial General Liability Coverage Form is deleted and replaced by the following:
  - (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance by payment of judgment, settlements, or "claims expenses".
2. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - 2. Exclusions
 

This insurance does not apply to any loss, cost or expenses arising out of the testing for, classifying, monitoring, or in any way assessing the effects of, "fungi" by any insured or by any other person or entity.
3. The following exclusions are added to Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:
  - 2. Exclusions
 

This insurance does not apply to:

    - a. "Personal and advertising injury" which would have not occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
    - b. Any loss, cost or expense arising out of the testing for, monitoring, cleaning up, classifying, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi", by any insured or by any other person or entity.
4. With respect to this coverage, SECTION III - LIMITS OF LIABILITY is deleted and replaced by the following:
  - (a) The most we will pay under this coverage is an annual aggregate limit of \$50,000. This limit is the most we will pay for the sum of:
    - (1) Damages under Coverage A;
    - (2) Medical expenses under Coverage C; and
    - (3) "Claims expenses".
  - (b) Subject to the annual aggregate limit of liability in (1) above, the Medical Expense limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person arising out of the actual, alleged or threatened inhalation of, contact with, exposure to, existence of, or presence of any "fungi".

## **ADDITIONAL INSURED BY CONTRACT, AGREEMENT, OR PERMIT**

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

Any person or organization with whom you agreed, because of a written contract or written agreement, is an insured but only with respect to liability arising out of your ongoing operations performed for that insured, or facilities owned or used by you.

This insurance provided to the Additional Insured applies on either a primary basis or a primary and noncontributory basis when required by written contract or agreement.

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

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

## **ADDITIONAL INSURED – VENDORS**

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

Vendors with whom you agreed, because of a written contract or written agreement, who sell or distribute "your products" in the regular course of their business, are insureds but only with respect to "bodily injury" or "property damage" arising out of "your product".

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranties unauthorized by you, or any physical or chemical change in the product made intentionally by the vendor;
3. Repackaging, except when unpacked solely for inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
4. Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make, or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
5. Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
6. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
7. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - a. The exceptions contained in subparagraphs 3. or 5.; or
  - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container, accompanying or containing such products.

## **AGGREGATE LIMIT AMENDMENT**

Under SECTION III – LIMITS OF INSURANCE, Item 2., the General Aggregate Limit applies:

1. to each described location insured (Location means: the premises described in the Declarations involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad); and