

Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Fuel Island Renovations – Department of Public Works and City Hall, and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Fuel Island Renovations – Construction Management

Resolution #2022-09-137-J-4d

RESOLVED, That Troy City Council hereby **APPROVES** a contract for the Fuel Island Renovations at the Department of Public Works and City Hall locations to the low bidder meeting specifications; *Phoenix Environmental, Inc of Plymouth, MI*, at unit prices contained in the bid tabulation opened September 1, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, for an estimated cost of \$1,759,374.00 and a 10% contingency amount of \$195,438, for an estimated total cost of \$1,954,812.00;

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *OHM Advisors of Livonia, MI*, for Construction Phase Services for the fuel island renovations at the Department of Public Works and City Hall locations for an estimated total cost of \$195,000, not to exceed budgetary limitations;

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.

BLANKET ORDER

No. 2023-00000401
 DATE: 10/07/2022
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Motor Pool
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 CITY OF TROY
 Motor Pool
 4693 ROCHESTER ROAD
 TROY, MI 48085

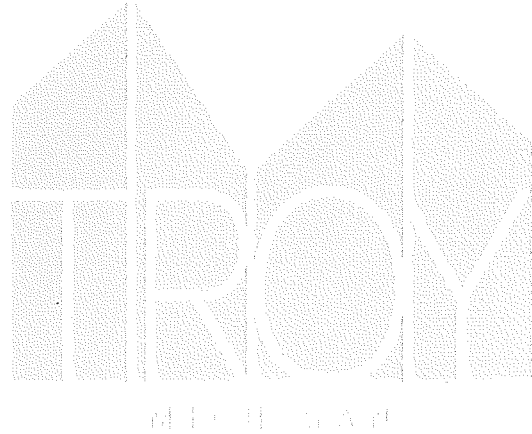
COUNCIL RESOLUTION
 2022-09-137-J-4D
INSTRUCTIONS
 Return to Department

VENDOR NO. 167819

Vendor
 PHOENIX ENVIRONMENTAL
 11042 HITECH DRIVE
 WHITMORE LAKE, MI 48189

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	FUEL ISLAND REPLACEMENT Vendor Part#: DPW FUEL ISLAND RENOVATION	1,275,104.0000	\$1,275,104.00
1	Each	CITY HALL FUEL ISLAND Vendor Part#: CITY HALL FUEL ISLAND REPLACE	484,270.0000	\$484,270.00
1	Each	City Representative - Brian Varney (248) 524-3390	0.0000	\$0.00



Entered By: Emily Frontera

\$1,759,374.00

Special Instructions:

CITY COUNCIL AWARD DATE: 9/19/2022. Contract for Fuel Island Renovations at DPW and Civic Center/Police Station Facilities in accordance with the specifications and completion date of ITB-COT 22-25. CERTIFICATE OF INSURANCE and ENDORSEMENTS, and BONDS shall be on file through contract completion.

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.

Emily Frontera

BLANKET ORDER

No. 2023-00000400

DATE: 10/07/2022

PAGE: 1 of 1

FOB DESTINATION

Ship To

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COUNCIL RESOLUTION
2022-09-137-J-4d

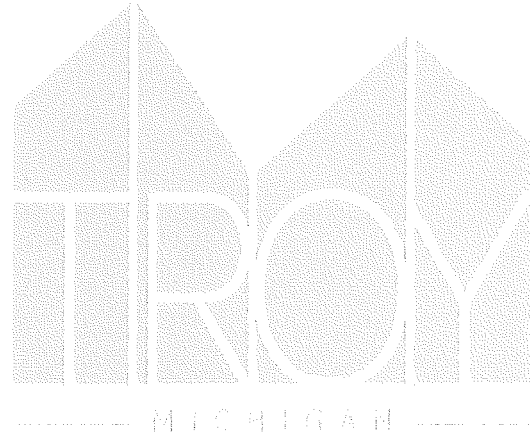
VENDOR NO. 109242

Vendor

ORCHARD, HILTZ & MCCLIMENT, INC
34000 PLYMOUTH RD
LIVONIA, MI 48150

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	FUEL ISLAND CONSTRUCTION PHASE SERVICES	195,000.0000	\$195,000.00
1	Each	Vendor Part#: FUEL ISLAND RENOVATION ADVISORY City Representative - Brian Varney - (248) 524-3390	0.0000	\$0.00



Entered By: Emily Frontera

\$195,000.00

Special Instructions:

CITY COUNCIL AWARD DATE: 9/19/2022. Contract for Construction Phase Services for the Fuel Island Replacement Project at DPW and Civic Center/Police Station as per your Proposal dated September 8, 2022. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

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.

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

Emily Frontera

CITY OF TROY
 TABULATION
 FUEL ISLAND & TANK REPLACEMENT

VENDOR NAME:	R.W. Mercer Co.	Phoenix Environmental, Inc.	Oscar W. Larson Co.
CITY:	Jackson, MI	Plymouth, MI	Clarkston, MI
CHECK AMOUNT:	\$25,000	\$25,000	Not Provided
CHECK #:	119006	517256373-5	

PROPOSAL: Proposal shall include the total cost of all labor, materials, tools, equipment and supervision required to complete the Fuel Island and Tank Replacement project at the Troy Civic Center/Police Station

BASE BID: Proposal shall include the total cost of all labor, materials, tools, equipment and supervision required to complete the Fuel Island and Tank Replacement project at the Troy Civic Center/Police Station and DPW facilities as per all work herein described and/or shown on the plans, drawings and as per all bid specifications.

PROPOSAL 1) DPW - TOTAL BASE BID PRICE	\$1,518,214.00	\$1,275,104.00	\$512,815.00
PROPOSAL 2) Civic Center - TOTAL BASE BID PRICE	\$727,469.00	\$484,270.00	\$905,258.00
DISCOUNT offered if awarded both projects:	None Offered	None Offered	None Offered
If discount is offered, DEDUCT:		"1 Year of LARA Inspections and one added year of Warranty"	
TOTAL PROPOSAL 1 & 2	\$2,245,683.00	\$1,759,374.00	\$1,418,073.00
ALTERNATE 1: Description of work: Removal and installation of new fence as specified and indicated on drawings.	\$92,417.00	\$49,364.00	\$25,000.00
ALTERNATE 2: Description of work: Seal and stripe parking lot as specified and indicated on drawings.	\$10,440.00	\$10,730.00	\$7,500.00
TOTAL PROPOSAL 1 & 2 and Alternates 1 & 2	\$2,348,540.00	\$1,819,468.00	\$1,450,573.00

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: Removal of unsatisfactory soil and replacement with satisfactory soil material.	\$172.50	\$96.36	\$31.62
Unit Price No. 02: Cutting and patching of concrete slabs-on-grade.	\$42.55	\$23.10	\$10.00
Unit Price No. 03: Removal of Curb and Gutter.	\$28.75	\$34.54	\$3.00
Unit Price No. 04: Removal of Pavement.	\$25.30	\$95.49	\$3.00
Unit Price No. 05: Provide and install 21AA Aggregate Base, 6 inches.	\$23.00	\$25.74	\$27.00
Unit Price No. 06: Provide and install 21AA Aggregate Base, 8 inches.	\$28.75	\$34.65	\$29.00
Unit Price No. 07: Provide and install 21AA Aggregate Base, 10 inches.	\$34.50	\$43.07	\$31.00
Unit Price No. 08: HMA, 36A.	\$655.00	\$627.00	\$35.00
Unit Price No. 09: HMA, 13A.	\$288.00	\$275.00	\$36.00
Unit Price No. 10: HMA, 11A.	\$242.00	\$231.00	\$37.00
Unit Price No. 11: Concrete, 6 inch.	\$7.20	\$13.20	\$8.00
Unit Price No. 12: Concrete, 10 inch.	\$8.58	\$23.16	\$11.00
Unit Price No. 13: Concrete Curb and Gutter.	\$46.00	\$49.50	\$35.00
Unit Price No. 14: Removal of contaminated soil and disposal and replacement with satisfactory soil material.	\$184.00	\$98.04	\$37.00

Prime Bidder attended Pre-Bid meeting:	Y/N	Y	Y	Y
Document 00 43 21 ALLOWANCE FORM Attached:	Y/N	Y	Y	N
Bidder Questionnaire Provided & Signed:	Y/N	Y	Y	Y
CONTACT INFORMATION: Hours of Operation:		8:00AM - 5:00PM	7:00AM - 4:00PM	7:00AM - 5:00PM
24 Hr. Contact Phone No.:		517-787-2960	734-216-5963	810-407-9146
Proposed Payment Schedule:		Monthly for completed work; Net 30 days	Monthly billing on last day of the month until project is complete.	Net 30
References Provided:	Y/N	Y	Y	Y
Can Meet Insurance Requirements:	Y/N	Y	Y	Y
Warranty:		2 Year	2 Year	1 Year
Completion:		10/27/2023	On or before 10/27/23	Not Specified
Exceptions:		Material pricing based on current conditions. Increases may apply depending on market conditions in 2023.	prints. 20psi tank unavailable per STI rules. Per drawings on C-8 no steel is added to concrete.	NONE
Acknowledgement:	Y/N	Y	Y	Y
Addendums 1 & 2:	Y/N	Y	Y	N
Forms:	Y/N	Y	Y	N

Low Bidder Meeting Specifications

Attest:
 (*Bid Opening conducted via a Zoom Meeting)
 Brian Varney
 Heather Chomiak

Emily Frontera
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 22-25
Page 1 of 12

The undersigned proposes to complete the **FUEL ISLAND & TANK REPLACEMENT PROJECT** 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: Phoenix Environmental, Inc.

The bid document contains the following sections:

Instructions to Bidders (3 pages)	Public Act 57 (2 pages)
Bid Proposal (12 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)	Project Manual/Specifications (265 pages)
Labor & Material Bond (1 page)	Civic Center Site Plans/Drawings (14 pages)
Maintenance & Guarantee Bond (2 pages)	DPW Site Plans/Drawings (21 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 fuel island and tank replacement at the DPW and Civic Center, in Troy, Michigan in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty - (60) calendar days after the scheduled closing time for receiving bids and may not be withdrawn after receiving a "Notice of Award".

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

The City of Troy is accepting proposals for removal and replacement of fuel islands and fuel tanks at the DPW facility and Civic Center/Police station facility.

The scope of this project is to remove, test, remediate (if necessary), and close the existing UST and fuel systems in accordance with state and federal requirements. Further, this project shall include design, register, and install the replacement AST and UST, piping, dispenser, leak detection, fuel management, and appurtenant systems in accordance with all currently promulgated state and federal regulations for USTs, ASTs, and fuel management systems at the time of bid award. Additional site work, including pavement, fencing, and site features as indicated on drawings are included.

The proposal shall include the removal and replacement of necessary pavement, and the canopy covering the island where indicated, which includes lighting and drainage system. The proposal shall include a phased approach to the replacement at both sites, DPW facility to remain operational until Civic Center and new DPW facility is completed.



Civic Center (500 W Big Beaver Road)

Scope at the Civic Center is to replace the existing 12,000 gallon underground fuel storage tanks (USTs) and dispensing islands with above ground storage tanks (ASTs) and proposed dispensers, canopy, and associated controls/infrastructure.

The proposed design shall include the following major elements:

- Installation of 1 new fuel island containing each of the following:
- 2 dispensers for unleaded, with 2 hoses each per dispenser
- Fuel Island Canopy
- One (1) 12,000 gallon AST for Unleaded

All dispensers will be integrated with the existing card readers and proposed fuel management system. The existing card reader is an EJ Ward system, which is located at the island, connected to each dispenser, and consists of HID Cards/readers in vehicles. This system will be re-used with the proposed dispensing island. The proposed fuel management system equipment will tie into existing card reader system.

DPW (4693 Rochester Road)

Scope at the DPW is to replace the 2 existing 12,000 gallon underground fuel storage tanks (USTs) and dispensing islands with above ground storage tanks (ASTs) and proposed dispensers, canopy, and associated controls/infrastructure. Additionally, the existing natural-gas fired generator which is in the existing Parks & Recreation building, will be replaced with a proposed natural-gas fired generator outside of the existing building.

The proposed design shall include the following major elements:

- Installation of 2 proposed fuel islands containing each of the following:
 - 1 dispenser for unleaded, with 2 hoses each per dispenser
 - 1 dispenser for diesel, with 2 hose each per dispenser
 - 1 dispenser for DEF, with 1 hose per dispenser
- Fuel Island Canopy with overhead lighting
- One (1) 12,000 gallon AST for Unleaded
- One (1) 12,000 gallon AST for Diesel
- One (1) 1,000 gallon UST for DEF

All dispensers will be integrated with the existing card readers and proposed fuel management system. The existing card reader is an EJ Ward system, which is located at the island, connected to each dispenser, and consists of HID Cards/readers in vehicles. This system will be re-used with the proposed dispensing island. The proposed fuel management system equipment will tie into existing card reader system.

For each UST listed above, the contractor will prepare and provide all notices, forms and documents required by the State for the removal, testing, closure, disposal, certificate of destruction, and closure of the USTs, piping, dispensers, appurtenances, and incidental soil and materials excavated and disposed as part of the UST removal.

COMPANY NAME: Phoenix Environmental, Inc.



Bid Proposal
 FUEL ISLAND & TANK REPLACEMENT
 Page 3 of 12

In the event of a confirmed release, the contractor will prepare all necessary forms and documentation for reporting of the release to the State immediately upon discovery. The contractor will develop a remediation work plan with a brief bullet approach to completing the remediation of the site based on available data. The extent of remediation will be limited to those areas of new work and shall not include long term groundwater treatment or extensive soil remediation, removal or disposal.

INSURANCE REQUIREMENTS: Pursuant to Section 21107 of Part 211, a person who removes USTs shall maintain pollution liability insurance of not less than \$1,000,000 per occurrence.

MANDATORY PRE-BID MEETING WEDNESDAY, AUGUST 17, 2022 10:30 AM – 4693 ROCHESTER RD. TROY, MI 48085: THE BIDDER'S ATTENDANCE AT THE SCHEDULED PREBID SITE VISIT IS A REQUIREMENT FOR SUBMITTING A BID PROPOSAL.

BID PROPOSAL: Contract to provide all labor, equipment, materials, and supplies, to complete the Fuel Island and Tank Replacement project at the Civic Center and DPW facilities in accordance with the bid specifications, within the time set forth therein, and at the price(s) stated below. The price(s) shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

BASE BID: Proposal shall include the total cost of all labor, materials, tools, equipment and supervision required to complete the Fuel Island and Tank Replacement project at the Troy Civic Center/Police Station and DPW facilities as per all work herein described and/or shown on the plans, drawings and as per all bid specifications.

PROPOSAL 1) DPW – TOTAL BASE BID PRICE: \$ 1,275,104

PROPOSAL 2) Civic Center – TOTAL BASE BID PRICE: \$ 484,270

DISCOUNT offered if awarded both projects:

YES NO

If Discount is offered, DEDUCT: \$ 1 Year of LARA Inspections and one added year of Warranty

ALTERNATE 1: \$ 49,364

Description of work: Removal and installation of new fence as specified and indicated on drawings.

ALTERNATE 2: \$ 10,730

Description of work: Seal and stripe parking lot as specified and indicated on drawings.

COMPANY NAME: Phoenix Environmental, Inc.

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: Removal of unsatisfactory soil and replacement with satisfactory soil material.
1. Sixty four dollars and twenty four cents Dollars (\$ 96.36) per unit

Unit Price No. 02: Cutting and patching of concrete slabs-on-grade.
1. Twenty three dollars and ten cents Dollars (\$ 23.10) per unit

Unit Price No. 03: Removal of Curb and Gutter.
1. Thirty four dollars and fifty four cents Dollars (\$ 34.54) per unit

Unit Price No. 04: Removal of Pavement.
1. One hundred and ten dollars and thirty one cents Dollars (\$ 95.49) per unit

Unit Price No. 05: Provide and install 21AA Aggregate Base, 6 inches.
1. Two dollars and eighty six cents Dollars (\$ 25.74) per unit

Unit Price No. 06: Provide and install 21AA Aggregate Base, 8 inches.
1. Three dollars and eighty five cents Dollars (\$ 34.65) per unit

Unit Price No. 07: Provide and install 21AA Aggregate Base, 10 inches.
1. Four dollars and seventy nine cents Dollars (\$ 43.07) per unit

Unit Price No. 08: HMA, 36A.
1. Six hundred and twenty seven dollars Dollars (\$ 627.00) per unit

Unit Price No. 09: HMA, 13A.
1. Two hundred and seventy five dollars Dollars (\$ 275.00) per unit

Unit Price No. 10: HMA, 11A.
1. Two hundred and thirty one dollars Dollars (\$ 231.00) per unit

Unit Price No. 11: Concrete, 6 inch.
1. Thirteen dollars and 20 cents Dollars (\$ 13.20) per unit

Unit Price No. 12: Concrete, 10 inch.
1. Twenty three dollars and sixteen cents Dollars (\$ 23.16) per unit

Unit Price No. 13: Concrete Curb and Gutter.
1. Forty nine dollars and fifty cents Dollars (\$ 49.50) per unit

Unit Price No. 14: Removal of contaminated soil and disposal and replacement with satisfactory soil material.
1. Sixty five dollars and thirty six cents Dollars (\$ 98.04) per unit

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

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

COMPANY NAME: Phoenix Environmental, Inc.

BIDDER QUESTIONNAIRE

Please give the following information regarding your Proposal for this bid:

1. Number of years of experience in this work:

24

2. List the number and types of equipment to be used if awarded this bid:

One (1) each of Excavator, Loader, Vac Truck, Skid Steer, 45 ton Crane, Boom Truck, Articulating Lift, and Welding machine
Three (3) Gravel haulers

3. List the municipalities you have contracted with during the past five years for this type of work:

Bloomfield Township, Great Lakes Water Authority, City of Detroit (GSD), Detroit Water and Sewage Department, City of Dearborn, and City of Farmington

4. Name of your bank and other financial reference:

Citizen Bank - Joe Bazzi - 313-671-7761 Chase Bank

5. Name of your insurance carrier: Evanston Insurance Company

6. PL/PD/BI Insurance carrier: Acuity

Workman's Compensation: Wesco Insurance Company

Amount of Insurance Coverage: _____

6. Comments: ~~All unit pricing is per square foot~~

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Title: _____

Project Manager

Company Name & Address _____

Phoenix Environmental

12815 Premier Center Court

Plymouth, MI 48170

Phone Number: _____

734-449-1266

UNIT PRICES:

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

MANDATORY PRE-BID MEETING:

A Mandatory Pre-Bid Meeting will be held on Wednesday, August 17, 2022 at 10:30 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 walkthrough of both project sites will take place after the Mandatory Pre-Bid Meeting.

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. **All questions must be made in writing prior to Monday, August 22, 2022, end of business day.**

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 City of Troy permits will be waived. State permits to be part of Contractors fee.

BID DEPOSIT AND FORFEITURE:

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

AWARD:

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

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

DOWNPAYMENTS AND PREPAYMENTS:

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

DELIVERY:

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

COMPLETION DATE:

The contractor awarded the project shall substantially complete the project by the date of OCTOBER 27, 2023.

COMPANY NAME: Phoenix Environmental, Inc.

CONTACT INFORMATION:

Hours of operation: 7am - 4pm 24 Hr. Contact Phone No. 734-216-5963

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.

BIDDER QUALIFICATIONS: The contractor shall have demonstrated experience in working on a minimum of 3 similar sized projects in Michigan within the last 5 years. The Contractor must be certified to install all components of the system as recommended by the manufacturer. The Vendor must have at least 5 years of fuel management system experience that includes working with municipalities. The contractor must be licensed and registered to perform work in Michigan as necessary to comply with all local, state and federal requirements for removal, cleanup and installation of above ground storage tanks, underground storage tanks and fuel management systems. Submit qualification statements for contractor and proposed vendor demonstrating these qualifications as part of proposal.

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 Monthly billing on the last day of the month until project is complete. Net 30

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

COMPANY NAME: Phoenix Environmental, 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: Bloomfield Township
ADDRESS: 4260 Telegraph Rd Bloomfield Hills, MI 48302
PHONE: 248-433-7739 CONTACT: Lance Scram
EMAIL: lscram@bloomfieldtp.org

COMPANY: Great Lakes Water Authority
ADDRESS: 6425 Huber Detroit, MI 48211
PHONE: 313-799-0289 CONTACT: Todd King
EMAIL: todd.king@glwater.org

COMPANY: General Services Department
ADDRESS: 8271 W. Davison Detroit, MI 48238
PHONE: 313-628-1148 CONTACT: William Webster
EMAIL: websterw@detroitmi.gov

MICHIGAN CONSTRUCTION LIEN ACT:

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

PUBLIC ACT 57:

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

BOND SUBMITTAL:

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

SUBCONTRACTORS:

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

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

COMPANY NAME: Phoenix Environmental, 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 27, 2023.

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: Phoenix Environmental, Inc.

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

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

We can meet the specified insurance requirements.

We cannot meet the specified insurance requirements.

We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY (OCP): Separate policy or per project aggregate under General Liability, \$3,000,000 per occurrence, \$3,000,000 aggregate, naming City of Troy as insured.

ENVIRONMENTAL/POLLUTION LIABILITY: Coverage for all pollution and environmental risks, including Contractor's Pollution Liability and Pollution Legal Liability coverage, where applicable, with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include, but not limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. The Member shall be named as additional insured, by way of endorsement, on said coverage.

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: Phoenix Environmental, 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: 38-3397670 _____

COMPANY: Phoenix Environmental, Inc. _____

ADDRESS: 12815 Premier Center Court CITY: Plymouth STATE: MI ZIP: 48170

PHONE: (734) 449-1266 FAX NUMBER: (734) 449-1268

REPRESENTATIVE NAME: Mike Goodwin _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  _____

PAYMENT TERMS: Net 30 WARRANTY: Two year

CHECK INCLUDED: Yes COMPLETION: on or before October 27th, 2023

EMAIL: m.goodwin@phoenixenv.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.

Ladder not shown in prints. 20psi tank unavailable per STI rules
Per drawings on C-8 no steel is added to concrete

ACKNOWLEDGEMENT:

I, Mike Goodwin, 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.

DOCUMENT 00 43 21 - ALLOWANCE FORM


1.1 BID INFORMATION

- A. Bidder: Phoenix Environmental, Inc.
- B. Project Name: Fuel Tanks and Island Replacement Project.
- C. Project Location: DPW and Civic Center, Troy, Michigan, 48085.
- D. Owner: City of Troy.
- E. Owner Project Number: ITB-COT 22-25 .
- F. Architect: OHM Advisors.
- G. Architect Project Number: 0128-21-9050 .

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 1st day of September, 2022 .
- B. Submitted By: Phoenix Environmental (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Mike Goodwin (Type or print name).
- E. Title: Project Manager (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21



DPW SITE:

- o DPW site to be maintained and remain operational throughout project.
- o New island site is located west of existing island and contractor to make note of underground utilities running through the project area.
- o Parks Garage contains existing generator, switch gear, electrical panels and Veeder Root panel.
- o Alternate 1 includes replacement of fencing and new fencing in reconfigured layout once new island's installed.
- o Alternate 2 includes sealing and striping of newly defined parking lot limits.

CIVIC CENTER SITE:

- o Fuel island located in a smaller secured gated area requiring continued coordination to allow Police and City Staff access to garage and gated entrance.
- o Site locations for underground tank and new above ground island are reconfigured to be paved.
- o Existing electrical panels and management system located in Maintenance Garage.
- o It is not anticipated that shoring will be needed because of canopy proximity.
- o Light pole to be relocated as indicated on drawings.

- The following questions were asked as project details and site overview were discussed:

QUESTION: Additional site visits?

ANSWER: Coordination of additional site visits shall be coordinated with Brian Varney, Fleet Operations Manager, 248-524-3390.

QUESTION: Can OCP insurance requirement amount be reduced?

ANSWER: The City is willing to reduce the OCP General Liability amount to \$2,500,000. With the amount of potential environmental impacts in the removal of the underground tanks the City is not willing to go any lower.

SUBSTITUTION REQUESTS

- SR-1 KOHKER GENERATOR – APPROVED, See attached documentation (20 pages)

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 22-25, Fuel Island & Tank Replacement 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 22-25, FUEL ISLAND & TANK REPLACEMENT 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, September 1, 2022 at 10:00 AM EDT**.

COMPANY:

Phoenix Environmental, Inc

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Mike Goodwin

SIGNATURE:

ADDRESS:

12815 Premier Center Court

Plymouth, MI 48170

DATE:

9/1/22



August 29, 2022

Addendum 2
ITB-COT 22-25
Fuel Island & Tank Replacement Project
Page 1 of 1

To All Bidders:

Please be advised, the following REQUEST FOR INTERPRETATION (RFI) documents have been submitted for clarifications for **ITB-COT 22-25, Fuel Island & Tank Replacement Project**. The clarification(s) and change(s) will be considered an integral part of the original proposal document.

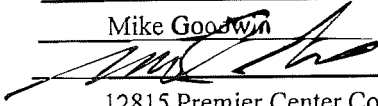
Request for clarification was received as follows:

Additional Attachments:

- 1. OHM RFI 01 – Natural Gas Piping – Request for Information (2 pages)
- 2. OHM RFI 02 – Electrical – Existing Generator Panel (1 page)
- 3. OHM RFI 03 – Existing Thickness of Concrete and Asphalt (1 page)

Please be advised that the City of Troy Purchasing Department has authorized the following CLARIFICATIONS and INFORMATION regarding Bid Proposal **ITB-COT 22-25, Fuel Island & Tank Replacement Project**. 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 22-25, FUEL ISLAND & TANK REPLACEMENT PROJECT**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the electronic bid submission, on or before Thursday, September 1, 2022 at 10:00 AM EDT.

COMPANY: _____ Phoenix Environmental, Inc
NAME OF AUTHORIZED COMPANY REPRESENTATIVE: _____ Mike Goodwin
SIGNATURE: _____ 
ADDRESS: _____ 12815 Premier Center Court
_____ Plymouth, MI 48170

DATE: _____ 9/1/22



Legal Status of Bidder:

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

A corporation duly organized and doing business under the laws of the State of Michigan for whom Michael Goodwin, bearing the office title of Project Manager, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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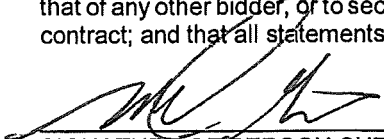
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

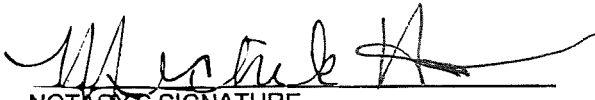
TO WHOM IT MAY CONCERN:

Michael Goodwin, being duly sworn deposed, says that he/she
(Print Full Name)

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

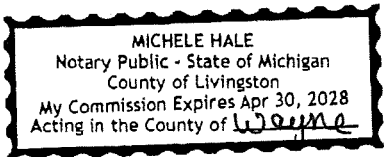
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or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


SIGNATURE OF PERSON SUBMITTING BID


NOTARY'S SIGNATURE

Subscribed and sworn to before me this 1st day of September, 2022 in and for
Wayne County.

My commission expires:
4/30/2028





**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.

Phoenix Environmental, Inc.

Name of Agency/Company/Firm (Please Print)

Michael Goodwin Project Manager

Name and title of authorized representative (Please Print)



Signature of authorized representative

9/1/22

Date

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

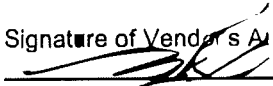


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

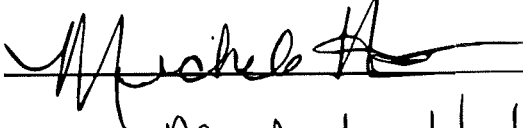
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Phoenix Environmental, Inc.
Street Address	12815 Premier Center Court
City	Plymouth
State, Zip	Michigan 48170
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3397670

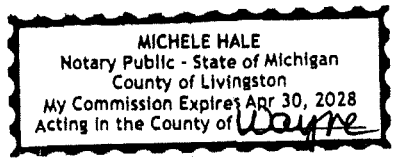
The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies 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 Agent:  agent:

Printed Name of Vendor's Authorized Agent: Michael Goodwin

Witness Signature: 

Printed Name of Witness: Michele Hale





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

The undersigned, the owner or authorized officer of Phoenix Environmental, Inc. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Phoenix Environmental, Inc. _____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

None

BIDDER:

Phoenix Environmental

By: Michael Goodwin

Its: Project Manager

STATE OF MICHIGAN)

)ss.

COUNTY OF Wayne)

This instrument was acknowledged before me on the 6th day of Sept, 2022,

by Michael Goodwin

MICHELE HALE
Notary Public - State of Michigan
County of Livingston
My Commission Expires Apr 30, 2028
Acting in the County of Wayne



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 19, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Brian Varney, Fleet Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Fuel Island Renovations – Department of Public Works and City Hall, and
Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Fuel Island Renovations – Construction Management

History

- The City's on-site fueling facilities are critical to our daily operations and emergency response, and are used daily by the City's fleet.
- The fuel islands at the Department of Public Works were constructed in 1974 and the City Hall fuel island was constructed in 1979.
- The two (2) 12,000-gallon fuel tanks at the DPW and the one (1) 12,000-gallon tank at City Hall have reached their end of life cycle and must be replaced.
- Replacement of these fuel facilities will ensure dependable storage, delivery and management for the City's fleet for the next generation.
- On November 22, 2021 Troy City Council approved expending budgeted capital funds to *OHM Advisors (OHM) of Livonia, MI*, which is one of the City's professional service engineering firms, (Resolution #2021-11-176-J-4a), to complete the design and necessary engineering documents for the fuel island renovations at the Department of Public Works and City Hall locations.

Purchasing

- On September 1, 2022 a bid opening was conducted as required by the City Charter/Code for the Fuel Island Renovations at the Department of Public Works and City Hall locations.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi.
- Two Hundred and thirty-one (231) vendors were notified via the MITN website. Three (3) bids were received. The summary of the vendor responses is detailed below.

Companies notified via MITN	231
Troy Companies notified via MITN	7
Troy Companies notified Active email Notification	6
Troy Companies - Active Free	1
Companies that viewed the bid	76
Troy Companies that viewed the bid	0

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

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

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



500 West Big Beaver
 Troy, MI 48084
 troyml.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- After reviewing the bid proposals with OHM, *Phoenix Environmental, Inc of Plymouth, MI* was the low bidder meeting specifications and is being recommended.
- The lowest bidder did not meet specifications because they failed to provide the required bid surety.

The current contract with OHM Advisors (OHM) was renewed by City Council on May 23, 2022 for engineering and design services (Resolution #2022-05-071-J-4b). Under the current contract pricing, OHM proposes a Construction Phase Service fee of \$195,000.00 Services will include the administration, oversight, and any necessary testing of the project per the attached detailed proposal.

Financial

- Funds are budgeted and available in the Public Works Capital Fund with associated project numbers 2022C0101 and 2023C0090 for the 2023 fiscal year.
- Total available budget in Project Number 2023C0090 is \$1,120,000. Estimated total cost for this project is \$1,275,104. Additional funds are available in the Fleet Capital Fund to cover the shortfall of \$155,104 in the unused portion of Project Number 2022C0101.
- Expenditures will be charged to account number 661.549.565.7975.900. Since this project is schedule to be constructed in two fiscal years, any unused funds in fiscal year 2023 is proposed to roll over to fiscal year 2024.

Fuel Island Renovations	Cost	Project Number	Budget
Department Public Works	\$1,275,104	2023C0090	\$1,120,000
City Hall	\$ 484,270	2022C0101	\$1,183,000
Contingency 10%	\$ 195,438	2022C0101	
Construction Phase Services	\$ 195,000	2022C0101	
Total Cost	\$2,149,812.00		\$2,303,000

Recommendation

City Management recommends awarding a contract for the Fuel Island Renovations at the Department of Public Works and City Hall locations to the low bidder meeting specifications; *Phoenix Environmental, Inc of Plymouth, MI* for an estimated cost of \$1,759,374 and a 10% contingency amount of \$195,438, for an estimated total cost of \$1,954,812.

City Management further recommends granting the authority to expend budgeted capital funds to *OHM Advisors (OHM) of Livonia, MI*, for the Construction Phase Services for the fuel island renovations at the Department of Public Works and City Hall locations for an estimated total cost of \$195,000.

CITY OF TROY
 TABULATION
 FUEL ISLAND & TANK REPLACEMENT

VENDOR NAME:	R.W. Mercer Co.	Phoenix Environmental, Inc.	Oscar W. Larson Co.
CITY:	Jackson, MI	Plymouth, MI	Clarkston, MI
CHECK AMOUNT:	\$25,000	\$25,000	Not Provided
CHECK #:	119006	517256373-5	

PROPOSAL: Proposal shall include the total cost of all labor, materials, tools, equipment and supervision required to complete the Fuel Island and Tank Replacement project at the Troy Civic Center/Police Station

BASE BID: Proposal shall include the total cost of all labor, materials, tools, equipment and supervision required to complete the Fuel Island and Tank Replacement project at the Troy Civic Center/Police Station and DPW facilities as per all work herein described and/or shown on the plans, drawings and as per all bid specifications.

PROPOSAL 1) DPW - TOTAL BASE BID PRICE	\$1,518,214.00	\$1,275,104.00	\$512,815.00
PROPOSAL 2) Civic Center - TOTAL BASE BID PRICE	\$727,469.00	\$484,270.00	\$905,258.00
DISCOUNT offered if awarded both projects:	None Offered	None Offered	None Offered
If discount is offered, DEDUCT:		"1 Year of LARA Inspections and one added year of Warranty"	
TOTAL PROPOSAL 1 & 2	\$2,245,683.00	\$1,759,374.00	\$1,418,073.00
ALTERNATE 1: Description of work: Removal and installation of new fence as specified and indicated on drawings.	\$92,417.00	\$49,364.00	\$25,000.00
ALTERNATE 2: Description of work: Seal and stripe parking lot as specified and indicated on drawings.	\$10,440.00	\$10,730.00	\$7,500.00
TOTAL PROPOSAL 1 & 2 and Alternates 1 & 2	\$2,348,540.00	\$1,819,468.00	\$1,450,573.00

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: Removal of unsatisfactory soil and replacement with satisfactory soil material.	\$172.50	\$96.36	\$31.62
Unit Price No. 02: Cutting and patching of concrete slabs-on-grade.	\$42.55	\$23.10	\$10.00
Unit Price No. 03: Removal of Curb and Gutter.	\$28.75	\$34.54	\$3.00
Unit Price No. 04: Removal of Pavement.	\$25.30	\$95.49	\$3.00
Unit Price No. 05: Provide and install 21AA Aggregate Base, 6 inches.	\$23.00	\$25.74	\$27.00
Unit Price No. 06: Provide and install 21AA Aggregate Base, 8 inches.	\$28.75	\$34.65	\$29.00
Unit Price No. 07: Provide and install 21AA Aggregate Base, 10 inches.	\$34.50	\$43.07	\$31.00
Unit Price No. 08: HMA, 36A.	\$655.00	\$627.00	\$35.00
Unit Price No. 09: HMA, 13A.	\$288.00	\$275.00	\$36.00
Unit Price No. 10: HMA, 11A.	\$242.00	\$231.00	\$37.00
Unit Price No. 11: Concrete, 6 inch.	\$7.20	\$13.20	\$8.00
Unit Price No. 12: Concrete, 10 inch.	\$8.58	\$23.16	\$11.00
Unit Price No. 13: Concrete Curb and Gutter.	\$46.00	\$49.50	\$35.00
Unit Price No. 14: Removal of contaminated soil and disposal and replacement with satisfactory soil material.	\$184.00	\$98.04	\$37.00

Prime Bidder attended Pre-Bid meeting:	Y/N	Y	Y	Y
Document 00 43 21 ALLOWANCE FORM Attached:	Y/N	Y	Y	N
Bidder Questionnaire Provided & Signed:	Y/N	Y	Y	Y
CONTACT INFORMATION: Hours of Operation:		8:00AM - 5:00PM	7:00AM - 4:00PM	7:00AM - 5:00PM
24 Hr. Contact Phone No.:		517-787-2960	734-216-5963	810-407-9146
Proposed Payment Schedule:		Monthly for completed work; Net 30 days	Monthly billing on last day of the month until project is complete.	Net 30
References Provided:	Y/N	Y	Y	Y
Can Meet Insurance Requirements:	Y/N	Y	Y	Y
Warranty:		2 Year	2 Year	1 Year
Completion:		10/27/2023	On or before 10/27/23	Not Specified
Exceptions:		Material pricing based on current conditions. Increases may apply depending on market conditions in 2023.	prints. 20psi tank unavailable per STI rules. Per drawings on C-8 no steel is added to concrete.	NONE
Acknowledgement:	Y/N	Y	Y	Y
Addendums 1 & 2:	Y/N	Y	Y	N
Forms:	Y/N	Y	Y	N

Low Bidder Meeting Specifications

Attest:
 (*Bid Opening conducted via a Zoom Meeting)
 Brian Varney
 Heather Chomiak

Emily Frontera
 Purchasing Manager

ARCHITECTS. ENGINEERS. PLANNERS.



September 8, 2022

Mr. Brian Varney
City of Troy
Fleet Operations Manager
4693 Rochester Rd.
Troy, MI 48085

RE: Proposal for Construction Phase Services
Fuel Island Replacement Project

Dear Mr. Varney:

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 four tasks with a schedule starting in October 2022 and Final Completion of the project anticipated to be October of 2023.

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.

- ⑦ 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.
- ⑦ Provide review of Shop Drawings, Product Data and Samples for the purpose of conformance with the intent of the Construction Documents.
- ⑦ Review and monitor Contractor's construction schedule
- ⑦ Provide responses to field questions and Request for Information (RFIs).
- ⑦ 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 22 progress meetings for project).
- ⑦ Project engineer to coordinate field testing and staking schedules with contractor while on-site and schedule accordingly.
- ⑦ Prepare Proposal Requests and Construction Change Directives and authorize minor changes that do not affect the Contract Sum and/or Contract Time.
- ⑦ Prepare and process Change Orders for City review and approval
- ⑦ Review and Certify the contractor's Application for Payment, monthly.
- ⑦ Prepare and perform a final punchlist walk through with the contractor and an owner representative(s).
- ⑦ Coordinate with Contractor to determine the dates of Substantial Completion and Final Completion.
- ⑦ Confirm the completion of the final punchlist.
- ⑦ Prepare and submit record drawings to City based on Contractor red lines and field notes.

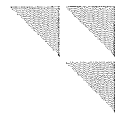
Task 2: Construction Observation Services

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

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



- 7 OHM construction technician to provide full-time observation during excavation, tank removal, grading, utility installation, paving, and part-time observation during restoration activities.
- 7 OHM representative will communicate inconsistencies with design intent with the contractor on-site.
- 7 Prepare daily construction observation reports documenting work completed each day on site noting field installed conditions and any variance to the design.

Task 3: Field Testing

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

- 7 OHM will utilize G2 or LLC Consulting for Construction material testing, OHM to coordinate timing and required tests for completion of work; OHM will review reports for specification compliance. G2 and LLC Consulting will perform their services, for soil testing during tank removal, subgrade preparation, foundation construction, steel construction and bituminous paving operations as needed and directed by OHM Advisors

Task 4: Staking

The construction staking work performed will be performed one-time for the site improvements, as requested by the Contractor, up to 8 separate mobilizations. OHM Advisors anticipates that the effort will consist of construction staking for the concrete and asphalt pavement, curb and gutter, light pole and other miscellaneous items.

- 7 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	\$45,000
Task 2: Construction Observation Services	\$100,000
Task 3: Testing	\$30,000
Task 4: Staking	\$20,000
TOTAL	\$195,000

ASSUMPTIONS, EXCLUSIONS & OWNER RESPONSIBILITIES

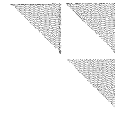
OHM Advisors is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified Owner responsibilities.

- 7 OHM Advisors point of contact for this project is Brian Varney.
- 7 Estimated observation hours on-site is 1000 hours based on a 22 week on-site construction schedule.
- 7 Existing and/or As-built Cross Sections
- 7 Quantity Calculations
- 7 Re-staking due to contractor errors and miscommunications.
- 7 Permit and application fees to be paid by others if applicable.

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.

City of Troy

CONSULTANT

OWNER

(Signature)

(Signature)

Christopher Ozog, AIA
(Name)

(Name)

Project Manager
(Title)

(Title)

September 2, 2022
(Date)

(Date)

Cc: Rhett Gronewelt, Principal, OHM Advisors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/5/2022

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

PRODUCER VTC Insurance Group 37000 Grand River Ave Ste 150 Farmington Hills MI 48335		CONTACT NAME: Connie Tornow PHONE (A/C, No, Ext): (248) 471-0970 FAX (A/C, No): (248) 471-0641 E-MAIL ADDRESS: ctornow@vtcins.com															
INSURED Phoenix Environmental Inc. 12815 Premier Center Ct Plymouth MI 48170-3212		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B: Acuity A Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER C: Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Acuity A Mutual Insurance Company	14184	INSURER C: Wesco Insurance Company	25011	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 22-23 LIAB

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ohio Stop Gap Included <input checked="" type="checkbox"/> XCU, Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MKLV7ENV103940	8/28/2022	8/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZD8110	8/28/2022	8/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			MKLV7EPX100945	8/28/2022	8/28/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3602132	8/28/2022	8/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional/Pollution Liab.			MKLV7ENV103940	8/28/2022	8/28/2023	Each Accident/Incident: \$1,000,000
D	Leased & Rented Equipment			IHBH027163	8/28/2022	8/28/2023	Limit: \$750,000

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

Where required by written contract, The 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 are additional insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and additional insured with respects to Automobile liability.

CERTIFICATE HOLDER

(248) 619-7608

City of Troy
500 West Big Beaver
Troy, MI 48084

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

S Brandon VP/CTORNO

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BLANKET ADDITIONAL INSURED - PRIMARY

CA-7212(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization you are required to add as an additional insured on this policy under a written contract or agreement currently in effect or becoming effective during the term of the policy, provided that a certificate of insurance showing that person or organization as additional insured has been issued.

2. The insurance provided by this endorsement applies only with respect to liability arising out of operations performed for the additional insured by you.

3. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

4. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN
WRITTEN AGREEMENT WITH YOU - PRIMARY**

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, *loss* or destruction is a covered *auto* for Physical Damage Coverage.

B. Who Is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
- c. No person or organization is an *insured* with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employees as Insureds

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger or *light truck* type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss*.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:

1. Accidental Airbag Discharge

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

2. Loan/Lease Gap Coverage

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck*

type, we will pay any unpaid amount due on the lease or loan, less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the *loss*;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

3. Hired Auto Physical Damage Coverage

If hired *autos* are covered *autos* for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any *auto* you own are extended to *autos* of the private passenger or *light truck* type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned *auto* of the private passenger or *light truck* type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered *auto* you own of the private passenger or *light truck* type.

4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks

- a. This coverage applies only to a covered *auto* of the private passenger or *light truck* type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an *auto* because of a covered *loss* to an *auto* to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered *auto*. No deductibles apply to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the *loss* and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered *auto*. If *loss* is caused by theft, this number of days is added to the number of days it takes to locate the covered *auto* and return it to you.
- (2) 30 days.

- d. Our payment is limited to the lesser of the following amounts:

- (1) Necessary and actual expenses incurred.
- (2) \$75 per day to a maximum of \$1,500.

- e. This coverage does not apply while there are spare or reserve *autos* available to you for your operations.

- f. If *loss* results from the total theft of a covered *auto* to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.

- g. The Rental Reimbursement Coverage described above does not apply to a covered *auto* that is described or designated as a covered *auto* on Rental Reimbursement Coverage Form CA-9923F.

5. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered *auto* that are intentionally discharged in an attempt to extinguish a fire.

6. Rental Reimbursement, Business Income and Extra Expense Coverage

Limits

The most we will pay for all *loss* for each covered *auto* involved in any one *accident* for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

Coverage

- a. Rental Reimbursement Coverage

- (1) We will pay for expenses incurred by you during the *period of restoration* for the rental of an *auto* made necessary because of a covered *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

- (2) This Rental Reimbursement Coverage does not apply to a covered *auto* of the private passenger or

light truck type because coverage for these vehicles is provided in item 4 of this endorsement.

b. Business Income and Extra Expense Coverage

(1) Business Income Coverage

(a) **Actual Loss Sustained Coverage** - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a loss to a covered *auto* used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(b) **Specified Amount per Day Coverage** - At your option, we will pay up to \$250 per day for a maximum of seven days during the *period of restoration* for income loss. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no loss to a covered *auto* used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

Conditions

- a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we make under any other coverages listed in extension 6.
- b. No other deductible applies to these coverages.
- c. We will not pay under these coverages if you do not repair or replace the covered *auto*.
- d. You must resume all or part of your business as quickly as possible.
- e. If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.

f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.

g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

7. Fuel in Vehicle Coverage

We will also pay, with respect to a covered loss, the actual loss sustained for the loss to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

8. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered loss, the actual cash value, repair cost or replacement cost, whichever is less, for loss to your *miscellaneous equipment* but only with respect to a covered *auto*.

Exclusions

We will not pay for loss caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

9. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered loss, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently in-

stalled in the *auto* but only with respect to a covered *auto*.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.
2. For combinations of tractor, truck, semitrailer or trailers when attached together by coupling devices at the time of loss, one deductible will apply.
 - a. If more than one *auto* of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one *auto* of the combination is damaged or stolen, the deductible shown in the Declarations for that *auto* will apply.
3. The deductibles will not apply to loss caused by a collision of a covered *auto* with any other auto insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, claim, *suit* or loss by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, claims, *suits* or loss shall have received such notice from the agent or *employee*.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If loss to property covered by these extensions is the result of a loss to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss to property covered by an extension caused by fire or lightning.
2. If loss to property covered by these extensions is the result of a loss to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

O. Coverage Extensions Definitions

1. "*Business income*" means the:
 - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no *loss* would have occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.
4. "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

5. "*Period of restoration*" means the period of time that:

a. Begins:

- (1) Twenty-four hours after the time of *loss* for Rental Reimbursement Coverage or Business Income Coverage; or
- (2) Immediately after the time of *loss* for Extra Expense Coverage; and

b. Ends at the earliest of:

- (1) The time required to resume your normal business operations; or
- (2) The time that is reasonably necessary to repair or replace the covered *auto*.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	8/28/2022	Policy No.	WWC3602132	Endorsement No.	0
Insured	PHOENIX ENVIRONMENTAL INC			Premium \$	8,354
Insurance Company	Wesco Insurance Company				

Countersigned by _____



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS

All Coverage Forms included in this policy are subject to the following.

SCHEDULE

Number of days: 30

The following is added to the Cancellation condition:

We will provide written Notice of Cancellation to an additional insured stating when, not less than the number of days shown in the Schedule above, cancellation will become effective.

This condition only applies if:

1. Cancellation is for reasons other than:
 - a. Nonpayment of premium; or
 - b. Non-payment of any deductible reimbursement;
2. You are required by written contract to provide the additional insured with such notice; and
3. You agree to provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

If notice is mailed, proof of mailing is sufficient proof of such notice.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties and executed prior to commencement of operations.	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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 location of the covered operations has been completed; or
2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties and executed prior to commencement of operations.	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to

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

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

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



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following is added to the Other Insurance condition:

Other Insurance

This insurance will be primary and not contributory with any other insurance available to any person or organization under any other third party liability policy if required by a written contract, signed by both parties and executed prior to the

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
-
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us condition:

Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization with whom the Named Insured has because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Construction Project(s):

All ongoing projects.

Maximum Policy Aggregate:
\$5,000,000.00

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products/completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A
Coverage C, which

cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products/completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products/completed operations hazard" will reduce the Products/Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D one policy period is the Maximum Policy Aggregate shown in the Schedule above.
- E If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of _____ not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions remain unchanged.