

**CITY COUNCIL MINUTES**

**Sept 12, 2022**

Resolution #2022-09-129-J-4b

Moved by Abraham  
Seconded by Hodorek

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the low bidder meeting specifications, *Asphalt Specialists, Inc. of Pontiac, MI*, to provide Parking Lot Maintenance at Lloyd Stage Nature Center, Fire Station #2, and City Hall East Parking Lot for an estimated cost of \$357,241.95 with a 25% contingency for an estimated total cost of \$446,552.44, not to exceed budgetary limitations, at the unit prices as detailed in the bid tabulation opened August 18, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

Yes: All-7  
No: None

**MOTION CARRIED**

# PURCHASE ORDER

No. 2023-00000366  
 DATE: 09/24/2022  
 PAGE: 1 of 1  
 FOB DESTINATION

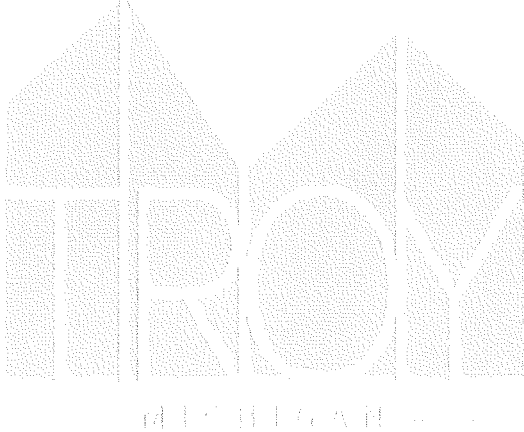
**Ship To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

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

**EXPIRATION DATE**  
 06/30/2023  
**COUNCIL RESOLUTION**  
 2022-09-129-J-4b

**VENDOR NO.** 123014

**Vendor**  
 ASPHALT SPECIALISTS INC  
 1780 HIGHWOOD E  
 PONTIAC, MI 48340-1237

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Parking Lot Resurfacing All work performed in accordance with Bid Specifications ITB-COT 22-26 and the attached price sheet. COMPLETION DATE: November 15, 2022.	0.0000	\$0.00
1	Lump Sum	Parking Lot Maintenance - Lloyd Stage Nature Center	138,699.7500	\$138,699.75
1	Lump Sum	Parking Lot Maintenance - Fire Station 2	75,633.0000	\$75,633.00
1	Lump Sum	Parking Lot Maintenance - City Hall East Lot	142,879.2000	\$142,879.20
				

Entered By: Emily Frontera

\$357,211.95

**Special Instructions:**

CITY COUNCIL AWARD DATE: 9/12/2022. Contract for Parking Lot Resurfacing & Maintenance at the Lloyd Stage Nature Center, City Hall East Lot and Fire Station 2 in accordance with the specifications and completion date of ITB-COT 22-26. 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*

CITY OF TROY  
BID TABULATION  
PARKING LOT MAINTENANCE

VENDOR NAME:	Asphalt Specialists	Best Asphalt, Inc.
CITY:	Pontiac, MI	Romulus, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00
CHECK #:	2016030965	9051228173

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

PROPOSAL A: Lloyd Stage Nature Center Parking Lot - 6685 Coolidge Highway							
ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	25,896	SF	\$0.50	\$12,948.00	\$1.00	\$25,896.00
2.	Full Depth Asphalt Removal	11,296	SF	\$1.00	\$11,296.00	\$1.00	\$11,296.00
3.	Removal of existing 4" Concrete	150	SF	\$9.00	\$1,350.00	\$2.00	\$300.00
4.	Subgrade Undercutting- Remove and replace with 1X3	50	CY	\$85.00	\$4,250.00	\$60.00	\$3,000.00
5.	Aggregate Base, 21AA, Limestone, 6"	50	Ton	\$44.00	\$2,200.00	\$35.00	\$1,750.00
6.	HMA, 5e1, 2 inch	172	Ton	\$138.00	\$23,736.00	\$175.00	\$30,100.00
7.	HMA, 5e1, 1.5 inch	243	Ton	\$138.00	\$33,534.00	\$175.00	\$42,525.00
8.	HMA 3C, 2 inch	172	Ton	\$120.00	\$20,640.00	\$167.00	\$28,724.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	165	LF	\$15.00	\$2,475.00	\$10.00	\$1,650.00
11.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	1,217	LF	\$0.75	\$912.75	\$0.50	\$608.50
12.	Pavt. Mrkg. Waterborne, 4 inch Blue	80	LF	\$0.75	\$60.00	\$0.50	\$40.00
13.	Pavt. Mrkg., Waterborne, yellow arrow, 8 ft	2	Each	\$44.00	\$88.00	\$75.00	\$150.00
14.	Pavt. Mrkg., Waterborne Blue Acc. symbol	4	Each	\$135.00	\$540.00	\$50.00	\$200.00
15.	6" edge drain if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
16.	Install Concrete Sidewalk, 4" as per specifications	225	SF	\$40.00	\$9,000.00	\$33.00	\$7,425.00
17.	Install Concrete Sidewalk, 6" as per specifications	160	SF	\$47.00	\$7,520.00	\$38.00	\$6,080.00
18.	Detectable Warning Tile	12	LF	\$200.00	\$2,400.00	\$165.00	\$1,980.00
19.	Turf Restoration	Included		N/C		N/C	
20.	Traffic Maintenance Control	Included		N/C		N/C	
<b>Proposal A Total:</b>					<b>\$138,699.75</b>		<b>\$167,224.50</b>

PROPOSAL B: Troy City Hall East Parking Lot - 500 W. Big Beaver Road							
ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	49,259	SF	\$0.30	\$14,777.70	\$0.70	\$34,481.30
2.	Full Depth Asphalt Removal	1,125	SF	\$1.10	\$1,237.50	\$1.00	\$1,125.00
3.	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$85.00	\$2,125.00	\$60.00	\$1,500.00
4.	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$82.00	\$4,100.00	\$65.00	\$3,250.00
5.	HMA, 5e1, 2 inch	14	Ton	\$137.00	\$1,918.00	\$175.00	\$2,450.00
6.	HMA 5e1, 1.5 inch	446	Ton	\$137.00	\$61,102.00	\$175.00	\$78,050.00
7.	HMA 3C, 2 inch	14	Ton	\$160.00	\$2,240.00	\$167.00	\$2,338.00
8.	Concrete curb replacement	120	LF	\$140.00	\$16,800.00	\$95.00	\$11,400.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	179	LF	\$15.00	\$2,685.00	\$10.00	\$1,790.00
11.	Remove and Replace 4" Concrete Sidewalk	700	SF	\$25.00	\$17,500.00	\$24.00	\$16,800.00
12.	Rebuild/Reset Catch Basin Structure w/ 8' x 8' x8" concrete collar	3	Each	\$2,800.00	\$8,400.00	\$2,200.00	\$6,600.00
13.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2,632	LF	\$0.75	\$1,974.00	\$0.50	\$1,316.00
14.	Pavt. Mrkg., Waterborne, 4 inch, Blue	400	LF	\$0.75	\$300.00	\$0.50	\$200.00
15.	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	11	Each	\$70.00	\$770.00	\$50.00	\$550.00
16.	6" Butt Joint	60	LF	\$20.00	\$1,200.00	\$10.00	\$600.00
17.	6" Edge Drain-if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
18.	Turf Restoration	Included		N/C		N/C	
19.	Traffic Maintenance Control	Included		N/C		N/C	
<b>Proposal B Total:</b>					<b>\$142,879.20</b>		<b>\$167,950.30</b>

CITY OF TROY  
 BID TABULATION  
 PARKING LOT MAINTENANCE

VENDOR NAME: Asphalt Specialists Best Asphalt, Inc.

PROPOSAL C: Fire Station 2 - 5600 Livernois Road							
ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	26,566	SF	\$0.50	\$13,283.00	\$0.85	\$22,581.10
2.	Full Depth Asphalt Removal	80	SF	\$7.00	\$560.00	\$1.00	\$80.00
3.	Remove and replace 4" concrete sidewalk	56	SF	\$55.00	\$3,080.00	\$40.00	\$2,240.00
4.	Remove & Replace Concrete Curb & Gutter	15	LF	\$340.00	\$5,100.00	\$240.00	\$3,600.00
5.	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$85.00	\$2,125.00	\$60.00	\$1,500.00
6.	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$82.00	\$4,100.00	\$65.00	\$3,250.00
7.	HMA, 5e1, 1.5 inch	240	Ton	\$150.00	\$36,000.00	\$175.00	\$42,000.00
8.	HMA 3C, 1.5 inch	2	Ton	\$300.00	\$600.00	\$167.00	\$334.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	250	LF	\$15.00	\$3,750.00	\$10.00	\$2,500.00
11.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	660	LF	\$0.75	\$495.00	\$0.50	\$330.00
12.	Pavt. Mrkg., Waterborne, 4 inch, Blue	120	LF	\$0.75	\$90.00	\$0.50	\$60.00
13.	Pavt. Mrkg., Waterborne, Blue, Acc. Symbol	2	Each	\$65.00	\$130.00	\$50.00	\$100.00
14.	6" Butt Joint	30	LF	\$20.00	\$600.00	\$10.00	\$300.00
15.	6" Edge Drain-if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
16.	Turf Restoration	Included		N/C		N/C	
17.	Traffic Maintenance Control	Included		N/C		N/C	
<b>Proposal C Total:</b>				<b>\$75,663.00</b>		<b>\$84,375.10</b>	
<b>Grand Total Proposals A, B &amp; C:</b>				<b>\$357,241.95</b>		<b>\$419,549.90</b>	

CONTACT INFORMATION: Hours of Operation:		7:30 - 4:30	6:00 AM to 7:00 PM
24 Hr. Phone Number:		248-334-4570	734-732-0588
PROPOSED PAYMENT SCHEDULE:		Monthly Progress Payments	30 Days
ONSITE VISIT:	Y OR N	Y	Y
REFERENCES:	Y OR N	Y	Y
ABILITY TO MEET COMPLETION DATE:	Y OR N	Y	Y
INSURANCE:	Y OR N	Y	Y
WARRANTY:		N/A	1 Year for Completion
EXCEPTIONS:	Y OR N	NONE	NONE
ACKNOWLEDGEMENT SIGNED:	Y OR N	Y	Y
VENDOR QUESTIONNAIRE INCLUDED:	Y OR N	Y	Y
FORMS:	Y OR N	Y	Y

Attest:  
 (\*Bid Opening conducted via a Zoom Meeting)  
 Scott Carruthers  
 Jodi Kolakowski

Emily Frontera  
 Purchasing Manager



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

COMPANY NAME: Asphalt Specialists

**Section List**

Instruction to Bidders (3 pages)	Supplemental Specifications - Pavement Restoration - Bituminous Overlay (2 Page)
Bid Proposal (11 pages)	Supplemental Specifications – Sidewalk and Driveway Approach Specifications (5 pages)
Vendor Questionnaire (2 pages)	Special Provision – Sidewalk Ramp – Detectable Warning Surface (2 pages)
Legal Status of Bidder (1 page)	Striping and Handicap Spaces (2 Pages)
Non-Collusion Affidavit (1 page)	Turf Restoration Specifications (5 Pages)
Certification regarding Debarment (1 page)	Public Act 57 (2 pages)
Certification not "Iran-linked Business" (1 page)	Certificate of Insurance - Sample (4 pages)
Familial Disclosure Form (1 page)	Consent of Surety – sample (1 page)
Contractor Documents/ Forms (4 pages)	Statement of No Bid (1 page)
Instructions to Bidders – Specifications (4 pages)	Location Maps (6 pages)
General Conditions (15 pages)	City of Troy Development/Engineering Standards (9 pages)
Supplemental General Conditions (2 pages)	

**PROPOSALS:**

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

**LOCATION(S):**

The Lloyd Stage Nature Center  
Troy City Hall East Parking Lot  
Troy Fire Station 2

6685 Coolidge Highway, Troy, MI  
500 W Big Beaver Road, Troy, MI 48084  
5600 Livernois Road, Troy MI

**PROPOSAL A- Lloyd Stage Nature Center Parking Lot – 6685 Coolidge Highway:**

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



**PROPOSAL A: Lloyd Stage Nature Center Parking Lot – 6685 Coolidge Highway**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	Cold Milling Pavement, 1.5 inch	25,896 SF	\$ .50	\$ 12,948.00
2	Full Depth Asphalt Removal	11,296 SF	\$ 1.00	\$ 11,296.00
3	Removal of existing 4" Concrete	150 SF	\$ 9.00	\$ 1,350.00
4	Subgrade Undercutting- Remove and replace with 1X3	50 CY	\$ 85.00	\$ 4250.00
5	Aggregate Base, 21AA, Limestone, 6"	50 Ton	\$ 44.00	\$ 2200.00
6	HMA, 5e1, 2 inch	172 Ton	\$ 138.00	\$ 23,736.00
7	HMA, 5e1, 1.5 inch	243 Ton	\$ 138.00	\$ 33,534.00
8	HMA 3C, 2 inch	172 Ton	\$ 120.00	\$ 20,640.00
9	HMA, Hand Patching	10 Ton	\$ 300.00	\$ 3,000.00
10	Joint and Crack Cleanout	165 LF	\$ 15.00	\$ 2475.00
11	Pavt. Mrkg., Waterborne, 4 inch, Yellow	1,217 LF	\$ .75	\$ 912.75
12	Pavt.Mrkg. Waterborne, 4 inch Blue	80 LF	\$ .75	\$ 60.00
13	Pavt. Mrkg., Waterborne, yellow arrow, 8 ft	2 each	\$ 44.00	\$ 88.00
14	Pavt. Mrkg., Waterborne Blue Acc. symbol	4 each	\$ 135.00	\$ 540.00
15	6" edge drain if needed	125 LF	\$ 22.00	\$ 2750.00
16	Install Concrete Sidewalk, 4" as per specifications	225 SF	\$ 40.00	\$ 9,000.00
17	Install Concrete Sidewalk, 6" as per specifications	160 SF	\$ 47.00	\$ 7520.00
18	Detectable Warning Tile	12 LF	\$ 200.00	\$ 2400.00
19	Turf Restoration	Included	N/C	N/C
20	Traffic Maintenance Control	Included	N/C	N/C

**Proposal A Total: \$ 138,699.75**

- The Lloyd Stage Nature Center will need to be done in two (2) mobilizations.



COMPANY NAME: Asphalt Specialists

**PROPOSAL B – Troy City Hall East Parking Lot – 500 W. Big Beaver Road**

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

**PROPOSAL B: Troy City Hall East Parking Lot - 500 W Big Beaver Road**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	Cold Milling Pavement, 1.5 inch	49,259 SF	\$ .30	\$ 14,777.70
2	Full Depth Asphalt Removal	1,125 SF	\$ 1.10	\$ 1237.50
3	Subgrade Undercutting- Remove and replace with 1X3	25 CY	\$ 85.00	\$ 2125.00
4	Aggregate Base, 21AA, Limestone, 6"	50 CY	\$ 82.00	\$ 4,100.00
5	HMA, 5e1, 2 inch	14 Ton	\$ 137.00	\$ 1918.00
6	HMA 5e1, 1.5 inch	446 Ton	\$ 137.00	\$ 61,102.00
7	HMA 3C, 2 inch	14 Ton	\$ 160.00	\$ 2240.00
8	Concrete curb replacement	120 LF	\$ 140.00	\$ 16800.00
9	HMA, Hand Patching	10 Ton	\$ 300.00	\$ 3,000.00
10	Joint and Crack Cleanout	179 LF	\$ 15.00	\$ 2685.00
11	Remove and Replace 4" Concrete Sidewalk	700 SF	\$ 25.00	\$ 17,500.00
12	Rebuild/Reset Catch Basin Structure w/ 8' x 8' x8" concrete collar	3 each	\$ 2800.00	\$ 8400.00
13	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2632 LF	\$ .75	\$ 1974.00
14	Pavt. Mrkg., Waterborne, 4 inch, Blue	400 LF	\$ .75	\$ 300.00
15	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	11 each	\$ 70.00	\$ 770.00
16	6" Butt Joint	60 LF	\$ 20.00	\$ 1200.00
17	6" Edge Drain-if needed	125 LF	\$ 22.00	\$ 2750.00
18	Turf Restoration	Included	N/C	N/C
19	Traffic Maintenance Control	Included	N/C	N/C

**Proposal B Total: \$ 142,879.20**

COMPANY NAME: Asphalt Specialists

**PROPOSAL C- Fire Station 2- 5600 Livernois Road:**

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

**PROPOSAL C: Fire Station 2- 5600 Livernois Road**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	Cold Milling Pavement, 1.5 inch	26566 SF	\$ .50	\$ 13,283.00
2	Full Depth Asphalt Removal	80 SF	\$ 7.00	\$ 560.00
3	Remove and replace 4" concrete sidewalk	56 SF	\$ 55.00	\$ 3,080.00
4	Remove & Replace Concrete Curb & Gutter	15 LF	\$ 340.00	\$ 5,100.00
5	Subgrade Undercutting- Remove and replace with 1X3	25 CY	\$ 85.00	\$ 2,125.00
6	Aggregate Base, 21AA, Limestone, 6"	50 CY	\$ 82.00	\$ 4,100.00
7	HMA, 5e1, 1.5 inch	240 Ton	\$ 150.00	\$ 36,000.00
8	HMA 3C, 1.5 inch	2 Ton	\$ 300.00	\$ 600.00
9	HMA, Hand Patching	10 Ton	\$ 300.00	\$ 3,000.00
10	Joint and Crack Cleanout	250 LF	\$ 15.00	\$ 3,750.00
11	Pavt. Mrkg., Waterborne, 4 inch, Yellow	660 LF	\$ .75	\$ 495.00
12	Pavt. Mrkg., Waterborne, 4 inch, Blue	120 LF	\$ .75	\$ 90.00
13	Pavt. Mrkg., Waterborne, Blue, Acc. Symbol	2 each	\$ 65.00	\$ 130.00
14	6" Butt Joint	30 LF	\$ 20.00	\$ 600.00
15	6" Edge Drain-if needed	125 LF	\$ 22.00	\$ 2,750.00
16	Turf Restoration	Included	N/C	N/C
17	Traffic Maintenance Control	Included	N/C	N/C

Proposal C Total: \$ 357,241.95

COMPANY NAME: Asphalt Specialists



- The City has the right to divide the paving process in one parking area into several phases as may be necessary for the safety and convenience of the public and protection of the work due to other contractors who may be working in the same area, and shall be constructed at no extra cost to the City.
- City Hall east Parking Lot will need to be done on a weekend and open for traffic by Monday morning. A special Work Permit from the City of Troy will be required for any Sunday work. If work cannot be completed within one weekend, the Parking Lot will need to be done in two (2) phases to allow access during the week.
- The Lloyd Stage Nature Center will need to be done in two (2) mobilizations.
- All items of work noted in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.
- The City reserves the right to add or remove parking lot locations dependent upon budget constraints or availability with no additional penalty. Any additions to the scope will use the same unit pricing and specifications as outlined in this proposal.

**UNIT PRICES:**

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

**DESIGNATED CITY REPRESENTATIVES:**

Scott Carruthers, Streets and Drains Operations Manager, is the designated City representative.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project please contact: **Zach Haapala, Project Manager at (248) 524-3403 or Zachary.Haapala@troymi.gov**

**ESTIMATED QUANTITIES:**

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

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**CONTACT INFORMATION:**

Hours of operation: 7:30 - 4:30 24 Hr. Contact Phone No. 848 334-4570

**CONTRACT FORMS:**

Bidders shall complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications for **EACH** Proposal; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

COMPANY NAME

Asphalt Specialists

**MICHIGAN CONSTRUCTION LIEN ACT:**

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

**PUBLIC ACT 57:**

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

**SUBCONTRACTORS:**

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

**BID DEPOSIT AND FORFEITURE:**

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

**CONTRACT TERMINATION:**

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

**TERMINATION FOR CONVENIENCE:**

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

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications (See Supplemental General Conditions, page 1 of 2). The Streets and Drains Operations Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule: MONTHLY PROGRESS PAYMENTS

COMPANY NAME Asphalt Specialists.

**SITE INSPECTION:**

Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Zach Haapala at (248) 524-3403 to arrange a site visit between the hours of 8:30 am - 3:00pm Monday through Friday.

- (  ) Our company visited the sites on 8/12/2022
- (  ) Our company did not visit the sites.

**BOND SUBMITTAL:**

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

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company. If you or your company has worked for the City of Troy in the past, please indicate by completing the information below.

COMPANY: Park Medical Center - Wilson parking Lot  
ADDRESS: 28212 Franklin Rd, Southfield MI 48034  
PHONE: 248 979 7119 CONTACT: Jed Brown  
EMAIL: sbrown@parkmedical.com

COMPANY: CITY OF BRIGHTON - 2021 municipal parking Lot Reconstruction  
ADDRESS: 200 N. First Street  
PHONE: 810 626 8606 CONTACT: David Blackmar  
EMAIL: N/A

COMPANY: CITY OF TROY - Sections #13  
ADDRESS: 500 W Big Beaver Troy MI 48064  
PHONE: 248 524 3385 CONTACT: Antonio Cicchetti  
EMAIL: acicchetti@TroyMI.com

COMPANY NAME Asphalt Specialists

**PURCHASE ORDER:**

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

**COMPLETION 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. The contractor is required to start the project within ten (10) working days after notification to start work. The entire project must be completed by **November 15, 2022 and invoiced by December 1, 2022.**

Failure of the bidder to complete the project as specified shall result in the following penalties:

\$500 per day every calendar day after final completion date that the project is not complete.

- (  ) Our company can meet the completion date
- (  ) Our company cannot meet the completion date but offers: \_\_\_\_\_

COMPANY NAME

Asphalt Specialists

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate must be submitted, within five (5) business days of the verbal/ electronic request after the bid award. The Insurance Certificate may be faxed to the Purchasing Manager 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 SHOULD be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan 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 Asphalt Specialist

**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.

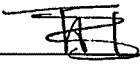
**Final Insurance Certificate Submission:** After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to 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 \_\_\_\_\_

*Asphalt Specialists*

SIGNATURE PAGE

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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


TAX ID: 38-2739111

COMPANY: Asphalt Specialists

ADDRESS: 1780 E. Highwood CITY: Pontiac STATE: MI ZIP: 48340

PHONE: (248) 334-4570 FAX NUMBER: (248) 334-0134

REPRESENTATIVE NAME: Tim Bausher  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: N/A WARRANTY: N/A

CHECK INCLUDED: YES COMPLETION: NOVEMBER 15, 2022

EMAIL: tbausher@asipaving.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:

N/A

**ACKNOWLEDGEMENT:**

I, Tim Bausher, 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/city-of-troy-mi](http://www.bidnetdirect/city-of-troy-mi) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

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

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



VENDOR QUESTIONNAIRE

DATE: 8/18/22  
Month/Date/Year

FIRM NAME Asphalt Specialists

ESTABLISHED: October, 12, 19 87 or 20 \_\_\_\_\_ STATE: MI

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other LLC If applicable:

FORMER COMPANY NAME(S)

Asphalt Specialists Inc

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

- 1) Number of years of experience in this type of work: 30+ Years
- 2) List the number and types of equipment to be used if awarded this bid (Attach itemized list that is marked N/A for identification if more space is required):  
\* to be provided upon award \*

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

ORGANIZATION	VALUE	PERCENTAGE
<u>* to be provided upon award *</u>		

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

GMS Sons - 46900 West Rd. Novi MI 248-956-7939 concrete  
ICS - 54000 Grand River, New Hudson MI 777-361 4400 striping



- 5) Name of your bank or other financial reference: Huntington National Bank
- 6) Comments N/a

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:

Address:

Phone Number:

Representative's Name:

Date:

[Signature]  
Asphalt Specialists  
1780 E. Highwood  
Pontiac MI 48340  
248-334-4570  
Tim Bausher  
(print)  
8-18-22



## 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 TIM BAUSER, bearing the office title of President  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

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

~~\_\_\_\_\_  
\_\_\_\_\_~~

# Asphalt Specialists



July 26, 2022

RE: Legal Status Of Bidder

ASI has been in business for over 30 years as a Michigan corporation, incorporated in 1987, and became an LLC 2021

## Corporate Officers

Tim Baugher: President  
Bruce Israel: Vice President

All corporate officers are duly authorized to provide signatures and/or execute bid forms and contracts on behalf of ASI.

A handwritten signature in black ink, appearing to read 'Tim Baugher'.

Tim Baugher

A handwritten signature in black ink, appearing to read 'Bruce Israel'.

Bruce Israel



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Tim Baugher, being duly sworn deposed, says that he/she  
(Print Full Name)

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

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

SIGNATURE OF PERSON SUBMITTING BID

Diane A Palazzola  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 18<sup>th</sup>  
day of August, 2022 in and for  
Macomb County.

My commission expires: 9-15-25

Diane A Palazzola

Diane F. Palazzola  
NOTARY PUBLIC - STATE OF MICHIGAN  
Macomb County  
My Commission Expires 9-15-2025  
Acting in the County of Oakland



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

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

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

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

I am able to certify to the above statements.

Asphalt Specialists  
Name of Agency/Company/Firm (Please Print)

Tim Baucher - President  
Name and title of authorized representative (Please Print)

[Signature] 8/18/22  
Signature of authorized representative 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	Asphalt Specialists
Street Address	1770 East Highwood
City	Pontiac
State, Zip	MI, 48340
Corporate I.D. Number/State	N/A
Taxpayer I.D. #	38-2739111

The undersigned, with: 1.) full knowledge of all of Vendor's 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 required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_

Tim Baugher

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_

Andrea Whittler



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

The undersigned, the owner or authorized officer of Asphalt Specialists (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 the owners and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**  
Asphalt Specialists  
By: [Signature]  
Tim Baugher  
Its: President

STATE OF MICHIGAN )  
Oakland )ss.

COUNTY OF Oakland )

This instrument was acknowledged before me on the 18th day of August, 2022,  
By Diana Palanzola

Diana F. Palanzola  
NOTARY PUBLIC - STATE OF MICHIGAN  
Macomb County  
My Commission Expires 9-15-2025  
Acting in the County of Oakland



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: September 12, 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  
 Scott Carruthers, Streets and Drains Operations Manager  
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Parking Lot Maintenance Program – Lloyd Stage Nature Center, Fire Station 2 and City Hall East Parking Lot

## History

- The Department of Public Works is responsible for the maintenance and repair of 32 paved municipal parking lots.
- Asphalt parking lots receiving an asphalt overlay have a general deterioration schedule of 7-15 years.
- The Department of Public Works schedules maintenance based on actual deterioration and request capital funds accordingly.
- The Lloyd Stage Nature Center, Fire Station 2 and City Hall East Parking Lots have deteriorated to the point of needing repair.
- The resurfacing project at the east parking lot at City Hall will take place on a weekend to accommodate vehicular traffic during normal business hours.
- The resurfacing project at the Lloyd Stage Nature Center requires the Nature Center to close for one day and will be directly coordinated with its programming.
- The resurfacing at Fire Station 2 will not disrupt the response to emergencies.

## Purchasing

On August 18, 2022 a bid opening was conducted as required by City Charter and Code for the Parking Lot Maintenance Program- Lloyd Stage Nature Center, Fire Station 2 and City Hall East Parking Lots. The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi). Three hundred and sixty-five (365) vendors were notified via the MITN system. Two (2) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

<b>Companies notified via MITN</b>	365
Troy Companies notified via MITN	7
Troy Companies - Active email Notification	7
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	22
Troy Companies that viewed the bid	1

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

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

**Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City.

**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

After reviewing the bid responses, *Asphalt Specialists, Inc of Pontiac, MI* was the low bidder meeting specifications and is being recommended for the asphalt resurfacing at the Lloyd Stage Nature Center, Fire Station 2 and City Hall East Parking Lots.

Lloyd Stage Nature Center	\$138,699.75
Fire Station 2	\$ 75,633.00
City Hall East Parking Lot	<u>\$142,879.20</u>
<b>Total</b>	<b><u>\$357,241.95</u></b>

### **Financial**

Funds are budgeted and available in the Public Works Land Improvements Municipal Parking Lots Capital Fund under Project Number 2022C0053 for the 2023 fiscal year. Expenditures will be charged to account 401.464.7974.165.

### **Recommendation**

City Management recommends awarding a contract to provide Parking Lot Maintenance to the existing parking lots at the Lloyd Stage Nature Center, Fire Station 2 and the City Hall East Parking Lot, for an estimated cost of \$357,241.95 plus a 25% contingency for an estimated total cost of \$446,552.44 not to exceed budgetary limitations to *Asphalt Specialists, Inc. of Pontiac, MI* at prices contained in the bid tabulation opened August 18, 2022. The awards are contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

CITY OF TROY  
 BID TABULATION  
 PARKING LOT MAINTENANCE

VENDOR NAME:	Asphalt Specialists	Best Asphalt, Inc.
CITY:	Pontiac, MI	Romulus, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00
CHECK #:	2016030965	9051228173

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

**PROPOSAL A: Lloyd Stage Nature Center Parking Lot - 6685 Coolidge Highway**

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	25,896	SF	\$0.50	\$12,948.00	\$1.00	\$25,896.00
2.	Full Depth Asphalt Removal	11,296	SF	\$1.00	\$11,296.00	\$1.00	\$11,296.00
3.	Removal of existing 4" Concrete	150	SF	\$9.00	\$1,350.00	\$2.00	\$300.00
4.	Subgrade Undercutting- Remove and replace with 1X3	50	CY	\$85.00	\$4,250.00	\$60.00	\$3,000.00
5.	Aggregate Base, 21AA, Limestone, 6"	50	Ton	\$44.00	\$2,200.00	\$35.00	\$1,750.00
6.	HMA, 5e1, 2 inch	172	Ton	\$138.00	\$23,736.00	\$175.00	\$30,100.00
7.	HMA, 5e1, 1.5 inch	243	Ton	\$138.00	\$33,534.00	\$175.00	\$42,525.00
8.	HMA 3C, 2 inch	172	Ton	\$120.00	\$20,640.00	\$167.00	\$28,724.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	165	LF	\$15.00	\$2,475.00	\$10.00	\$1,650.00
11.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	1,217	LF	\$0.75	\$912.75	\$0.50	\$608.50
12.	Pavt. Mrkg. Waterborne, 4 inch Blue	80	LF	\$0.75	\$60.00	\$0.50	\$40.00
13.	Pavt. Mrkg., Waterborne, yellow arrow, 8 ft	2	Each	\$44.00	\$88.00	\$75.00	\$150.00
14.	Pavt. Mrkg., Waterborne Blue Acc. symbol	4	Each	\$135.00	\$540.00	\$50.00	\$200.00
15.	6" edge drain if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
16.	Install Concrete Sidewalk, 4" as per specifications	225	SF	\$40.00	\$9,000.00	\$33.00	\$7,425.00
17.	Install Concrete Sidewalk, 6" as per specifications	160	SF	\$47.00	\$7,520.00	\$38.00	\$6,080.00
18.	Detectable Warning Tile	12	LF	\$200.00	\$2,400.00	\$165.00	\$1,980.00
19.	Turf Restoration	Included			N/C		N/C
20.	Traffic Maintenance Control	Included			N/C		N/C
<b>Proposal A Total:</b>					<b>\$138,699.75</b>		<b>\$167,224.50</b>

**PROPOSAL B: Troy City Hall East Parking Lot - 500 W. Big Beaver Road**

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	49,259	SF	\$0.30	\$14,777.70	\$0.70	\$34,481.30
2.	Full Depth Asphalt Removal	1,125	SF	\$1.10	\$1,237.50	\$1.00	\$1,125.00
3.	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$85.00	\$2,125.00	\$60.00	\$1,500.00
4.	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$82.00	\$4,100.00	\$65.00	\$3,250.00
5.	HMA, 5e1, 2 inch	14	Ton	\$137.00	\$1,918.00	\$175.00	\$2,450.00
6.	HMA 5e1, 1.5 inch	446	Ton	\$137.00	\$61,102.00	\$175.00	\$78,050.00
7.	HMA 3C, 2 inch	14	Ton	\$160.00	\$2,240.00	\$167.00	\$2,338.00
8.	Concrete curb replacement	120	LF	\$140.00	\$16,800.00	\$95.00	\$11,400.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	179	LF	\$15.00	\$2,685.00	\$10.00	\$1,790.00
11.	Remove and Replace 4" Concrete Sidewalk	700	SF	\$25.00	\$17,500.00	\$24.00	\$16,800.00
12.	Rebuild/Reset Catch Basin Structure w/ 8' x 8' x8" concrete collar	3	Each	\$2,800.00	\$8,400.00	\$2,200.00	\$6,600.00
13.	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2,632	LF	\$0.75	\$1,974.00	\$0.50	\$1,316.00
14.	Pavt. Mrkg., Waterborne, 4 inch, Blue	400	LF	\$0.75	\$300.00	\$0.50	\$200.00
15.	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	11	Each	\$70.00	\$770.00	\$50.00	\$550.00
16.	6" Butt Joint	60	LF	\$20.00	\$1,200.00	\$10.00	\$600.00
17.	6" Edge Drain-if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
18.	Turf Restoration	Included			N/C		N/C
19.	Traffic Maintenance Control	Included			N/C		N/C
<b>Proposal B Total:</b>					<b>\$142,879.20</b>		<b>\$167,950.30</b>

VENDOR NAME: Asphalt Specialists Best Asphalt, Inc.

PROPOSAL C: Fire Station 2 - 5600 Livernois Road							
ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Cold Milling Pavement, 1.5 inch	26,566	SF	\$0.50	\$13,283.00	\$0.85	\$22,581.10
2.	Full Depth Asphalt Removal	80	SF	\$7.00	\$560.00	\$1.00	\$80.00
3.	Remove and replace 4" concrete sidewalk	56	SF	\$55.00	\$3,080.00	\$40.00	\$2,240.00
4.	Remove & Replace Concrete Curb & Gutter	15	LF	\$340.00	\$5,100.00	\$240.00	\$3,600.00
5.	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$85.00	\$2,125.00	\$60.00	\$1,500.00
6.	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$82.00	\$4,100.00	\$65.00	\$3,250.00
7.	HMA, 5e1, 1.5 inch	240	Ton	\$150.00	\$36,000.00	\$175.00	\$42,000.00
8.	HMA 3C, 1.5 inch	2	Ton	\$300.00	\$600.00	\$167.00	\$334.00
9.	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00	\$300.00	\$3,000.00
10.	Joint and Crack Cleanout	250	LF	\$15.00	\$3,750.00	\$10.00	\$2,500.00
11.	Pav. Mrkg., Waterborne, 4 inch, Yellow	660	LF	\$0.75	\$495.00	\$0.50	\$330.00
12.	Pav. Mrkg., Waterborne, 4 inch, Blue	120	LF	\$0.75	\$90.00	\$0.50	\$60.00
13.	Pav. Mrkg., Waterborne, Blue, Acc. Symbol	2	Each	\$65.00	\$130.00	\$50.00	\$100.00
14.	6" Butt Joint	30	LF	\$20.00	\$600.00	\$10.00	\$300.00
15.	6" Edge Drain-if needed	125	LF	\$22.00	\$2,750.00	\$20.00	\$2,500.00
16.	Turf Restoration	Included		N/C		N/C	
17.	Traffic Maintenance Control	Included		N/C		N/C	
<b>Proposal C Total:</b>					<b>\$75,663.00</b>		<b>\$84,375.10</b>
<b>Grand Total Proposals A, B &amp; C:</b>					<b>\$357,241.95</b>		<b>\$419,549.90</b>

CONTACT INFORMATION: Hours of Operation:  
 24 Hr. Phone Number:

7:30 - 4:30  
 248-334-4570  
 6:00 AM to 7:00 PM  
 734-732-0588

PROPOSED PAYMENT SCHEDULE:

Monthly Progress  
 Payments 30 Days

ONSITE VISIT: Y OR N  
 REFERENCES: Y OR N  
 ABILITY TO MEET COMPLETION DATE: Y OR N  
 INSURANCE: Y OR N  
 WARRANTY: Y OR N  
 EXCEPTIONS: Y OR N  
 ACKNOWLEDGEMENT SIGNED: Y OR N  
 VENDOR QUESTIONNAIRE INCLUDED: Y OR N  
 FORMS: Y OR N

Y	Y
Y	Y
Y	Y
Y	Y
N/A	1 Year for Completion
NONE	NONE
Y	Y
Y	Y
Y	Y

Low Bidder Meeting Specifications

Attest:

(\*Bid Opening conducted via a Zoom Meeting)  
 Scott Carruthers  
 Jodi Kolakowski

Emily Frontera  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/2022

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  1175 West Long Lake Road Suite 200 Troy, MI 48098	1-248-828-3377	CONTACT NAME: Kathleen J Wasen PHONE (A/C, No, Ext): 248-530-3259 E-MAIL ADDRESS: kwason@vtcins.com	FAX (A/C, No): 248-828-3741
INSURED Asphalt Specialists, LLC  1780 E. Highwood Pontiac, MI 48340		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AMERISURE INS CO	NAIC # 19488
		INSURER B: AMERISURE PARTNERS INS CO	11050
		INSURER C: AMERISURE MUT INS CO	23396
		INSURER D: ALLIED WORLD ASSUR CO US INC	19489
		INSURER E:	
		INSURER F:	

### COVERAGES

CERTIFICATE NUMBER: 66338871

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CPP211697100	03/15/22	03/15/23	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp @ \$5K <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	CA21169720201	03/15/22	03/15/23	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			CJ211697400	03/15/22	03/15/23	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC211697300	03/15/22	03/15/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Prof/Poll			03096529	03/15/22	03/15/23	Occurrence	1,000,000
D	Prof/Poll			03096529	03/15/22	3/15/23	Aggregate	2,000,000

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

Where required by written contract, the following is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l ins with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the following as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder.

### CERTIFICATE HOLDER

City of Troy

500 W. Big Beaver

Troy, MI 48084

USA

### 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

*Alan P. Chandler*

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
08/18/2022

NAME OF INSURED: Asphalt Specialists, LLC

Additional insured: 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 y 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

**This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only.** Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;  
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

### SCHEDULE

#### Name Of Person Or Organization

#### Mailing Address

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

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

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> CPP2116971	<b>Agency Number</b> 0125253	<b>Policy Effective Date</b> 03/15/2022
<b>Policy Expiration Date</b> 03/15/2023	<b>Date</b> 03/10/2022	<b>Account Number</b> 11082794
<b>Named Insured</b> ASPHALT SPECIALISTS LLC	<b>Agency</b> V T C INSURANCE GROUP	<b>Issuing Company</b> AMERISURE INSURANCE COMPANY

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph **2.a.** above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**CG 20 10 11 85** Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent ( **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

#### **1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES**

- A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.
- B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:  
Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

#### **2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS**

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.
- B.** Exclusion **k. Damage to Your Product** does not apply to:
  - 1.** The use of elevators; or
  - 2.** Liability assumed under a sidetrack agreement.

#### **3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED**

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.
- B.** Coverage under this provision **3.** does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

#### **4. PRODUCT RECALL EXPENSE**

- A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:
  - 1.** Failure of any products to accomplish their intended purpose;
  - 2.** Breach of warranties of fitness, quality, durability or performance;
  - 3.** Loss of customer approval or any cost incurred to regain customer approval;
  - 4.** Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
  - 5.** Caprice or whim of the insured;
  - 6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
  - 7.** Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
  - 8.** Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
  - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

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- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
- b. "Product recall expenses".

8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

**5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
  - (a) Less than 75 feet long; and
  - (b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

[This exclusion does not apply to:]

- (6) An aircraft you do not own, provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - (b) The aircraft is rented to you with a trained, paid crew; and
  - (c) The aircraft is not being used to carry any person or property for a charge.

**6. BLANKET CONTRACTUAL LIABILITY – RAILROADS**

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

- c. Any easement or license agreement;

'Under **SECTION V – DEFINITIONS**, paragraph **f.(1)** of "Insured Contract" is deleted.

**7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**

Under **SECTION I – COVERAGE B.**, paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

**8. SUPPLEMENTARY PAYMENTS**

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**9. BROADENED WHO IS AN INSURED**

**SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 10. of this endorsement.

Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:

- (i) Managers;
- (ii) Supervisors;
- (iii) Directors; or
- (iv) Officers;

with respect to "bodily injury" to a co-"employee".

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only;

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- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
- (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory

relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. 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 until the end of the policy period.
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

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

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

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.



## 10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 9., **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION II – LIMITS OF INSURANCE**, provisions 11. through 14. of this endorsement amend the policy as follows:

### 11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

### 12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision 12., your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

### 13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

### 14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph 2. **Exclusions**;
2. **SECTION IV**, paragraph 4.b. **Excess Insurance**.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision 14. does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

### 15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2.

**Exclusions, j. Damage to Property**, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15** is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16**. through **18**. of this endorsement amend the policy as follows:

#### **16. BROADENED KNOWLEDGE OF OCCURRENCE**

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1)** How, when and where the "occurrence" or offense took place;
  - (2)** The names and addresses of any injured persons and witnesses; and
  - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e.** If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1)** Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2)** Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

#### **17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph **6. Representations** is deleted and replaced with the following:

##### **6. Representations**

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us;
- c.** We have issued this policy in reliance upon your representations; and
- d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

## 18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## 19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph 2.b. of **A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 9. **When We Do Not Renew** is deleted and replaced with the following:

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 20. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 21. ADDITIONAL DEFINITIONS

1. **SECTION V – DEFINITIONS**, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;

- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
  - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

**22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, subparagraph a. **Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, exclusion k. **Damage to Your Product** and exclusion i. **Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) "Collapse"; or
- (4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

**i. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;
  - (c) "Collapse"; or
  - (d) Explosion.

For purposes of exclusion i. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

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Subject to 5. above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

## **24. BROADENED BODILY INJURY COVERAGE**

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

### **3. "Bodily injury"**

#### **a. Means physical:**

- (1)** Injury;
- (2)** Disability;
- (3)** Sickness; or
- (4)** Disease;

sustained by a person, including death resulting from any of these at any time.

#### **b. Includes mental:**

- (5)** Anguish;
- (6)** Injury;
- (7)** Humiliation;
- (8)** Fright; or
- (9)** Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

#### **c. All "bodily injury" described in paragraph 3.b. shall be deemed to have occurred at the time the "bodily injury" described in paragraph 3.a. occurred.**

## **25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE**

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B.** for "your work" performed within the "products-completed operation hazard"; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose for the project location. These limits are inclusive of and not in addition to the replaced limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

### BUSINESS AUTO COVERAGE FORM

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

The premium for this endorsement is \$ INCLUDED

#### 1. EXTENDED CANCELLATION CONDITION

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### 2. BROAD FORM INSURED

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

  - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

**SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS**, paragraph **5. Fellow Employee** is deleted and replaced by the following:

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

**A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

**B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

#### b. Loss Of Use Expenses

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

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

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

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## 6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue 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) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

## 7. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

### 4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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## 8. AIRBAG COVERAGE

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

## 9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## 10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

## 11. KNOWLEDGE OF ACCIDENT

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS,** paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

## 12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

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

## 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE


This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective: 3/15/2022	Countersigned By:
Named Insured: ASPHALT SPECIALISTS LLC	 (Authorized Representative)

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

Any person or organization with whom you have an "insured contract" which requires:

- i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
- ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

- d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

**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 required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:


- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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 03/15/2022 Policy No. WC2116973 Endorsement No.  
Insured Asphalt Specialists, LLC Premium \$

Insurance Company Amerisure Insurance Company

Countersigned by 

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR CERTIFICATE OF INSURANCE

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

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADVANTAGE UMBRELLA LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

#### 1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **m. Damage To Property**, subparagraph **(2)** is deleted.

The following paragraph is also deleted from paragraph **m. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

#### 2. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **m. Damage to Property**, subparagraphs **(3)** and **(4)** are deleted.

Coverage under this provision **2.** does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

### 3. INCIDENTAL MALPRACTICE

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **s. Professional Services**, subparagraph **(5)** is deleted and replaced with the following:

- (5)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction. This exclusion does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that:
  - (a)** You are not engaged in the business or occupation of providing any services referred to in paragraph **(5)** above; and
  - (b)** Your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, paragraph **(15) Professional Services**, subparagraph **(e)** is deleted and replaced with the following:

- (e)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction. This exclusion does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that:
  - (1)** You are not engaged in the business or occupation of providing any services referred to in paragraph **(e)** above; and
  - (2)** Your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

### 4. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, paragraph **a.(5) Contractual Liability** is deleted.

### 5. SUPPLEMENTARY PAYMENTS – INCREASED COST OF BAIL BONDS AND INCREASED LOSS OF EARNINGS

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraph 1. subparagraphs **b.** and **d.** are deleted and replaced with the following:

- b.** Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “occurrence” we cover. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$1,000 a day because of time off from work, in excess of amounts provided by similar coverage(s) included in all “underlying insurance.”

### 6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II – WHO IS AN INSURED**, subparagraph **1.c.(1)** is deleted and replaced with the following:

- (1)** Coverage under this provision is afforded until the end of the policy period;

### 7. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION IV – CONDITIONS**, paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, subparagraph **a.** is deleted and replaced as follows:

- a.** You must see to it that we are notified as soon as practicable of an “occurrence” or an offense, regardless of the amount, which may result in a claim. Knowledge of an “occurrence” or an offense by your employee(s) shall not, in itself, constitute knowledge to you unless one of your partners, members, executive officers, directors, or managers has knowledge of the “occurrence” or offense. To the extent possible, notice should include:

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

## 8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV – CONDITIONS**, paragraph 7. **Representations Or Fraud** is deleted and replaced with the following:

### 7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this policy if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this policy as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## 9. EXTENDED NOTICE OF NONRENEWAL

Under **SECTION IV – CONDITIONS**, paragraph 10. **When We Do Not Renew** is deleted and replaced with the following:

### 10. When We Do Not Renew

If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 10. EXTENDED NOTICE OF CANCELLATION

Under **COMMON POLICY CONDITIONS**, paragraph **A. Cancellation**, subparagraph 2. is deleted and replaced with the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - (2) 60 days before the effective date of cancellation if we cancel for any other reason.

## 11. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 12. BLANKET CONTRACTUAL LIABILITY – RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph c. of "Insured Contract" is deleted and replaced by the following:

- c. Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph (1) of "Insured Contract" is deleted.



**13. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

**a. Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**14. FELLOW EMPLOYEE COVERAGE**

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

Paragraphs **1.b.(1)(a)(i)** and **1.b.(1)(a)(ii)** do not apply to the extent valid co-“employee” coverage is provided in the “underlying insurance” or would have been provided but for the exhaustion of underlying limits for “bodily injury” and “property damage.” Coverage provided for co-“employees” will follow the terms of the “underlying insurance”.

Paragraph **2.b.(6)** does not apply to the extent valid fellow “employee” coverage is provided in the “underlying insurance” or would have been provided but for the exhaustion of underlying limits for “bodily injury” and “property damage.” Coverage provided for fellow “employees” will follow the terms of the “underlying insurance”.

**15. NONOWNED WATERCRAFT**

Exclusion **j. Aircraft, Auto or Watercraft**, paragraph **(2)** is deleted and replaced with the following:

[This exclusion does not apply to:]

**(2)** A watercraft you do not own that is:

**(a)** Less than 75 feet long; and

**(b)** Not being used to carry any person or property for a charge;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PER PROJECT AGGREGATE LIMITS - SUBJECT TO  
MAXIMUM ANNUAL AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

All policy terms apply except as stated below.

The following is added to endorsement CU 73 19 Amended Limits Of Liability:

When you are required by written contract or agreement to provide a separate annual Aggregate Limit of Insurance for each of your construction projects and the "underlying insurance" listed in the Schedule of Underlying Insurance provides coverage on this basis, this insurance will provide a separate annual aggregate for each of your construction projects subject to the following:

- a. A Per Project General Aggregate Limit is added only for purposes of coverage provided by this endorsement.
- b. The Per Project General Aggregate Limit is the same as the All Other Hazards Aggregate Limit shown in the Policy Declarations.
- c. This Per Project General Aggregate Limit applies separately to each of your construction projects with respect to damages resulting from a claim or "suit" for "bodily injury" or "property damage" attributed to a single construction project.
- d. For purposes of coverage provided by this endorsement, construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, is considered to be a single construction project.
- e. Coverage provided by this endorsement is subject to a Maximum Annual Aggregate limit as follows:
  - (1) The Maximum Annual Aggregate Limit is the most we will pay for damages under any one or more Per Project General Aggregate Limit(s), regardless of the number of construction projects; and
  - (2) The Maximum Aggregate Limit is twice the All Other Hazards Aggregate Limit shown in the Policy Declarations.

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